

## ACCELA MASTER SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This Accela Master Software as a Service (SaaS) Agreement (this “**Agreement**”) is entered into as of the date of last signature (the “**Effective Date**”) by and between Accela, Inc., (“**Accela**”), and Customer identified on the Order (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**.” Specific services terms, product details, and pricing are set forth in the Order Form, which is attached hereto as Exhibit B and incorporated into this Agreement.

Purchase or use of the Subscription Service (defined below) is subject to this Agreement.

### 1. DEFINITIONS

1.1. “**Account**” means a unique account established by Customer to enable its Authorized Users to access and use the Subscription Services.

1.2. “**Authorized User**” means one individual natural person, authorized by Customer to use the Subscription Service and for whom Customer has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to Customer’s employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Subscription Service.

1.3. “**Customer Data**” means any and all content, eDocuments, materials, data and information that Customer, its Authorized Users, or External Users enter into the Subscription Services including but not limited to, personal information, information exchanged between Customer and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts. Customer Data does not include any component of the Subscription Services or material provided by or on behalf of Accela.

1.4. “**Customer**” means the entity that purchases a subscription to the Subscription Service, directly from Accela or through an authorized reseller, distributor, or other channel partner of Accela.

1.5. “**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.

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

1.7. “**Optional Subscription Services**” mean the optional add-ons to the Subscription Service that may be available for purchase either directly from Accela or through an authorized reseller or partner of Accela, as more particularly described or identified in the applicable Order Form.

1.8. “**Order Form**” means a written order provided by Accela that sets forth the pricing and options of the Subscription Services (or, where applicable, to purchase Optional Subscription Services).

1.9. “**Subscription Service(s) or Service**” means the cloud-based network security service(s) for which Customer has obtained a subscription either directly from Accela or through an authorized reseller or other partner of Accela, as more particularly described in the applicable agreement or Order Form under which such subscription was obtained. Unless otherwise specified herein or in other applicable contractual terms,

all references to “Subscription Service(s)” will be deemed to include any and all Optional Subscription Services.

1.10. **“Software”** means any software (including client software for Authorized Users’ devices) that Accela makes available for download or otherwise provides for use with the Subscription Service.

1.11. **“Specifications”** means the online specifications for the Subscription Service, as made available by Accela at <https://accela.box.com/SoftwareSpecs> (which URL location and content may be updated from time to time by Accela).

1.12. **“Subscription Period(s)”** means the duration of Customer’s and Authorized Users’ active, paid access to the Subscription Service, as designated in the Order Form(s).

1.13. **“Supported Modification”** means a configuration of or modification to the Subscription Service requested by Customer that can be consistently supported by Accela, does not require direct database changes, and is capable of being tested and maintained by Accela.

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

2.1. **Right to Access.** Accela hereby grants to Customer a limited, non-exclusive, non-transferrable right to (a) access and use the Services, (b) implement, configure and permit its Authorized Users to access and use the Services during the Subscription Period, solely for its and its affiliates’ internal business purposes, and in accordance with the Specifications, and (c) permit its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Customer may purchase the Services by executing Order Forms. No Order Form will be deemed accepted by Accela unless and until Accela accepts such Order Form in writing. Upon Order Form acceptance and subject to Customer’s payment of the corresponding Services fees, Accela will make the Services available to Customer. Any terms and conditions contained in any quote, invoice, purchase Order Form or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by Accela with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its Account comply with all of Customer’s obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

2.2. **Restrictions on Use.** Customer shall not, and shall not permit others to, do the following with respect to the Subscription Services:

- 2.2.1. make the Subscription Service available to anyone other than Authorized Users;
- 2.2.2. use the Subscription Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer’s authorized use or usage metrics as set forth in this Agreement, including the applicable Order Form;
- 2.2.3. license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Accela;
- 2.2.4. use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
- 2.2.5. access or use the Subscription Services for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Services or

knowingly allow access by a direct competitor of Subscription Services for purposes other than as encompassed in this Agreement;

2.2.6. obtain intellectual property rights to the use of any component of the Subscription Services (inclusive of APIs) other than as explicitly stated in this Agreement;

2.2.7. create derivative works based on the Subscription Service;

2.2.8. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services or technologies, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business purposes in accordance with Accela's applicable documentation;

2.2.9. interfere with or disrupt the integrity, operation, or performance of the Subscription Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the Subscription Services or any host, network, or account related thereto or use any aspect of the Subscription Service components other than those specifically identified in an Order Form, even if technically possible. Accela assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Subscription Services; or

2.2.10. use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a 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).

2.3. Data Usage and Storage. The Subscription Service is provided with a limit of two point five tera bytes (2.5TB) of data storage for all cloud environments. Additional storage can be purchased from Accela by Customer in blocks of five hundred gigabytes (500GB), with a price of one thousand dollars (\$1,000) per year. If the Subscription Service is nearing its expiration date or is otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's Data Storage Policy (see Exhibit C).

2.4. Accela's Responsibilities. Accela will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer support related to the Subscription Service in accordance with the Accela Support Terms (Exhibit D); and (iii) provide the Subscription Service only in accordance with applicable laws and government regulations.

2.5. Customer's Responsibilities. Customer will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity by Authorized User (whether or not authorized by Customer) occurring under Customer's account, subject to the limitations set forth in Section 768.28, Florida Statutes (2019), as may be amended or revised, (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 Service under its account, and notify Accela promptly of any such unauthorized access or use, and (v) use the Subscription Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Accela to Customer.

### **3. PAYMENT TERMS.**

3.1. Invoicing and Payment. Accela will invoice Customer in advance for the Subscription Service. Subscription Service fees are due and payable within forty-five (45) days of the Customer's receipt of a proper invoice, per the Florida Local Government Prompt Payment Act. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such

additional quantity will be pro-rated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Subscription Service fees will be subject to an automatic annual increase by not more than the percentages listed in the Order Form ("**Uplift**"). Customer is responsible for keeping Accela accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon execution by Customer and Accela, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement.

3.2. Overdue Charges. If any fees owed are not received from Customer by the due date, then without limiting Accela's rights or remedies, those charges will accrue late interest at the rate of one and a half percent (1.5%) of the non-disputed outstanding balance as per month or as provided in the Florida Local Government Prompt Payment Act, whichever is lower.

3.3. No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Accela has the right to issue an invoice and collect payment without a corresponding purchase order. Provided, however, that if a Customer's procurement procedure requires a purchase order number on a pertinent Order or SOW, the purchase order is required to be provided to Accela. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order or SOW, and Accela hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer.

3.4. Suspension of Service and Acceleration. If any amount owing by Customer under this Agreement for any of the Subscription Services is thirty (30) or more days overdue (beyond the 45 days provided for in Section 3.1), Accela may, without limiting Accela's other rights and remedies suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by Customer under this Agreement for any Subscription Services is ninety (90) days delinquent, Accela may, in its sole discretion, temporarily cease providing Customer Subscription Services and/or any pertinent support until past due amounts are paid in full.

3.5. Taxes. Subscription Service fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes except to the extent Customer is exempt from paying such Taxes. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Accela with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Accela is solely responsible for taxes assessable against it based on Accela's income, property and employees.

#### 4. CONFIDENTIALITY

4.1. Definition. As used herein, "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is exempt or confidential and exempt from disclosure pursuant to Florida law and designated as confidential. 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 by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Accela's Privacy Policy, accessible at <https://accela.box.com/v/PrivacyPolicyv1>, which URL and its content may be updated from time to time by Accela), (i) the Receiving 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 of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement.

4.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled or required by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled or required disclosure (to the extent legally permitted).

4.4. Public Records Law.

**IF ACCELA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ACCELA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Notwithstanding any inconsistent or conflicting provision contained in this Agreement, Accela shall comply with public records laws, and Accela shall:

1. Keep and maintain public records required by Customer to perform the service.
2. Upon request from Customer's custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Accela does not transfer the records to Customer.

4. Upon completion of the Contract, transfer, at no cost, to Customer all public records in possession of Accela or keep and maintain public records required by Customer to perform the service. If Accela transfers all public records to Customer upon completion of the Contract, Accela shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Accela keeps and maintains public records upon completion of the Contract, Accela shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer, upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

## **5. OWNERSHIP**

5.1. Subscription Services. Subject to the limited rights expressly granted hereunder, Accela reserves all rights, title and interest in and to the Subscription Service, derivative works thereof, and any associated Software and documentation, including all related Intellectual Property Rights.

5.2. Customer Data. 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 that Accela may (i) store, copy, process, and transmit such Customer Data for purposes of providing the Subscription Service to Customer and (ii) otherwise utilize Customer Data if and as permitted by the Accela Privacy Policy.

5.3. Feedback. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Service (or Accela's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Service.

## **6. WARRANTIES AND DISCLAIMERS**

6.1. Specifications. Subject to the limitations set forth below, Accela warrants that, during the Subscription Period, the Subscription Service will operate in all material respects in accordance with the Specifications. 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 modify the Subscription Service so that it conforms to foregoing warranty.

6.2. Subscription Service Level Commitment. During the Subscription Period, Accela further warrants that the Subscription Service will meet the performance level specified in Exhibit A below. The Subscription Service Level Commitment sets forth Customer's sole and exclusive remedy for Accela's failure to achieve the stated Subscription Service performance level.

6.3. Mutual Warranties. Each party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

6.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ACCELA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Accela will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the SLC Exclusions (as defined in Availability and Security Policy attached hereto as Exhibit A to this Agreement).

6.5. Marijuana-Related Business. Accela is considered a software service provider to its customers and not a marijuana-related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Service fees in accordance with Section 3 (Payment Terms) of this Agreement from its Customer, a state or local government agency, and does not retain these fees from any type of External User.

6.5.1. It is the sole responsibility of the Customer or end user to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Service.

6.5.2. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and has no responsibility or liability with respect to services provided to Customer by such third parties.

6.5.3. Customer expressly acknowledges and assumes full responsibility for cooperating with the laws of the state or country of its residency.

## **7. INDEMNIFICATION**

7.1. [Reserved]

7.2. Indemnification by Accela. 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 Service, 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 awarded against Customer. Accela will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on (i) any combination of the Subscription Service with products, services, methods, or other elements not furnished by Accela; (ii) any use of the Subscription Service in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (iv) Customer's breach of this Agreement; and/or Customer's revisions of Subscription Services made without Accela's written consent. THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF ACCELA WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE.

7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 7, the Customer must: (a) provide Accela prompt written notice of such claim; (b) reasonably cooperate with Accela, at Accela's expense, in defense and settlement of such claim; and (c) give sole authority to Accela to defend or settle such claim.

7.4. Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) Accela's right to provide the Subscription Service is enjoined or in Accela's reasonable opinion is likely to be enjoined, Accela may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Subscription Service, by replacing or modifying the Subscription Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Subscription Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this



Section 7.4, Accela will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination)

## **8. LIMITATIONS OF LIABILITY.**

8.1. EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) ACCELA'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, OR (iii) THE PERILS INSURED AGAINST IN SECTION 12.14, 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.

8.2. EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) ACCELA'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 OR (iii) THE PERILS INSURED AGAINST IN SECTION 12.14, 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 SERVICE, 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. NOTHING IN THIS AGREEMENT WAIVES THE CUSTOMER'S SOVEREIGN IMMUNITY UNDER FLORIDA LAW.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) ACCELA'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 OR (iii) THE PERILS INSURED AGAINST IN SECTION 12.14 SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO ACCELA UNDER THIS AGREEMENT.

8.3. Security and Other Risks. Customer acknowledges that, notwithstanding security features of the Subscription Service, 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 security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Service is not guaranteed to operate without interruptions, failures, or errors.



## 9. SECURITY AND PERSONAL DATA

9.1. 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. Accela holds SSAE 16 /18 SOC 2, and PCI-DSS certifications and leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 16 / 18 SOC 2 in the provision of the service.

9.2. Customer Data. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer is responsible for updating all Customer Data. In addition, Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. If Customer loses Customer Data, Customer may no longer have access to the Subscription Service. 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 2.2 (Restrictions) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or 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.

9.3. Use of Aggregate Data. Customer agrees that Accela may collect, use, and disclose quantitative data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All 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.

## 10. THIRD PARTY SERVICES

Customer may choose to obtain products or services that are provided or supported by third parties ("**Third Party Services**") for use with the Subscription Services. Third-Party Services are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor or provider of the Third-Party Services and Customer, and Accela assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Service. Further, Accela will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or Third-Party Services; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the exclusions indicated in Exhibit A.

## 11. SUBSCRIPTION PERIOD AND TERMINATION

11.1. Term of Authorized User Subscriptions. Authorized User Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein (the "**Subscription Period**"). A Subscription Period and/or pricing thereon may be subject to prorating where Accela deems it appropriate to cause newly purchased Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order Form, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal

before the end of the relevant Subscription Period. If either party provides notice of non-renewal as set forth above, Customer's right to use the Subscription Service will terminate at the end of the relevant Subscription Period.

11.2. Termination or Suspension for Cause. A party may terminate any Subscription Service 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. In addition, Accela may, at its sole option, suspend or terminate Customer's or any Authorized User's access to the Subscription Service, or any portion thereof, immediately if Accela, in its sole discretion: (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 Service in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.

11.3. 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, Customer may request in writing Accela to provide a copy of Customer's data and associated documents in a database dump file format. Accela will comply with such request within 20 business days or as mutually agreed in writing by the parties.

11.4. Survival. Sections 4 (Confidentiality), 5 (Ownership), 6.4 (Disclaimers), 7 (Indemnification), 8 (Limitations of Liability), 11.3 (Effect of Termination), 11.4 (Surviving Provisions), and 12 (General) will survive any termination or expiration of this Agreement.

## **12. GENERAL**

12.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). 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 Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1).

12.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Florida without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Subscription Service or this Agreement will be the state courts located in Broward County, Florida, or in the event of federal jurisdiction, the Southern District of Florida, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Subscription Service in violation of any U.S. export embargo, prohibition or restriction. Further, in connections with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

12.5. Waiver and Cumulative Remedies. 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.

12.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified 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.

12.7. Assignment. Neither party may assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding anything to the contrary, Accela may assign this Agreement, in whole or part, without Customer's consent, to a successor in interest, whether by merger, acquisition, consolidation, reorganization, or asset purchase, to all or substantially all of the business or assets to which this Agreement relates. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. [Reserved.]

12.9. Force Majeure. Neither party will 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 such party.

12.10. Entire Agreement. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null.

12.11. Non-Discrimination. Accela shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. Accela certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of Accela to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling Customer to pursue any remedy stated below or any remedy provided under applicable law.
3. Customer may terminate this Agreement if Accela fails to comply with Section 2-187.
4. Customer may retain all monies due or to become due until Accela complies with Section 2-187.
5. Accela may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

12.12. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” Accela certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. Customer may terminate this Agreement at Customer’s option if Accela is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

12.13. Budget. The Customer’s payment and performance obligations under this Agreement for each and every fiscal period of the City of Fort Lauderdale, to wit, October 1 through September 30, beyond the fiscal period when the agreement is executed, shall be subject to and conditioned on the discretionary annual appropriation of funds by the Customer’s City Commission. In the event funds are not appropriated or otherwise made available to support the continuation of payment and performance under this Agreement in a subsequent fiscal period, this Agreement shall be terminated on the last day of the fiscal period for which appropriations were made, and the Customer will be discharged from any further cost, penalty, or obligation.

12.14 Insurance. As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Accela, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Accela. Accela shall provide the City a certificate of insurance evidencing such coverage. Accela’s insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Accela shall not be interpreted as limiting Accela’s liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City’s Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by Accela for assessing the extent or determining appropriate types and limits of coverage to protect Accela against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City’s review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Accela under this Agreement.

The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability.

The City and the City's officers, employees, and volunteers are to be included as additional insureds with respect to liability arising out of activities performed by or on behalf of the Contractor but only to the extent of liabilities falling within Accela's indemnity obligations pursuant to this Agreement.

**Cyber Liability**

Coverage must be afforded in an amount not less than \$1,000,000 per claim for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Accela must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

**Insurance Certificate Requirements**

- Accela shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- Reserved.
- The insurance carrier shall endeavor to provide thirty (30) days' notice of cancellation or non-renewal, 10 days for non-payment of premium.
- In the event the Agreement term goes beyond the expiration date of the insurance policy, Accela shall endeavor to provide the City with an updated Certificate of Insurance no later than ten (10) days after the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- The City shall be included as an Additional Insured on the general liability policy but only to the extent of liabilities falling within the indemnity obligations pursuant to the Agreement.
- Reserved.
- The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

Accela has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Accela's expense.

If Accela's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, Accela may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

As to General Liability, Accela's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory but only to the extent of liabilities falling within the indemnity obligations pursuant to this Agreement.

Any exclusion or provision in any insurance policy maintained by Accela that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Accela must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement.

Accela shall provide notice of material claims, accidents, and any other occurrences to the extent of liabilities falling within the indemnity obligations pursuant to this Agreement to Accela's insurance company or companies and the City's Risk Management office, as soon as practical. Accela will not use subcontractors for professional services or support for Customer during the Term of this Agreement without the express consent of Customer.

12.15. Software as a Service Escrow.

To ensure continuity of its operations, the Customer seeks to implement an escrow service for the Software as a Service in this Agreement. The third-party escrow services provider shall be selected and paid by the Customer. Accela will provide to the third-party escrow agent data and software, including, but not limited to source code, object code, and software and data regular updates, to ensure the maintenance of the escrow at no additional cost to the City .

IN WITNESS WHEREOF, the parties hereto have executed this Accela Master Software as a Service (SaaS) Agreement as follows:

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

WITNESSES:

Accela, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
\_\_\_\_\_, Chief Executive Officer

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

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
Aaron Haggarty, Secretary

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as Chief Executive Officer for Accela, Inc., a California corporation authorized to transact business in the State of Florida.

(SEAL)

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



**EXHIBIT A**  
**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 one-half percent (99.5%) uptime goal (the "**Availability SLA**"), excluding situations defined as "**SLC Exclusions**" below.

"**SLC Exclusions**" 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**").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
  1. Customer's use of any programs not supplied by Accela;
  2. Customer's failure to provide Accela with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
  3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
  4. Any mis-configuration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors of the Subscription Services.
- c. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- e. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Accela or not identified by Accela in the Specifications as being compatible with the Subscription Services.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.
- h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

**Remedies for Excessive Downtime:**

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("**Service Credit**") equal to the percentage of the fees set forth in the

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

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

Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
- (2) Specifically excluded from "n" and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	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)
< 50%	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.

#### Hosting:

Accela's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest Tier III data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Accela's data center provider is and will remain SSAE 16/ 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure. Accela also provides an off-site backup service, which is available at an additional cost. Security Patching and updates are actively evaluated by engineers and will be deployed based upon the security risks and stability benefits they offer to Accela's SaaS platform and Customers. Accela will attempt to provide customers reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to customer data.

**EXHIBIT B**  
**Order Form**

**Software and Services**

Annual Subscriptions					
Product Code	Product Name	Description	Qty	Sales Price	Total Price
SS10APFMSLVR001	Accela Civic Platform Silver - Subscription User	Civic Platform License – Subscription User – Standard Level Support	300	\$1906.14	\$571,842.00

**Grand Total: \$571,842.00**

# Licenses	Annual Cost per License	Total	Annual Uplift	Year
300	\$ 1906.14	\$ 571,842.00		Year 1
300	\$1,953.79	\$ 586,138.05	2.5%	Year 2
300	\$2,002.64	\$ 600,791.50	2.5%	Year 3
300	\$2,052.70	\$ 615,811.29	2.5%	Year 4
300	\$2,104.02	\$ 631,206.57	2.5%	Year 5
300	\$2,156.62	\$ 646,986.74	2.5%	Year 6

Order Detail	
General Information	
Customer Name:	Fort Lauderdale, FL
Customer Contact	Alfred Battle
Customer Address	100 N. Andrews Avenue Fort Lauderdale Florida, 33301-1085 United States
Governing Agreement(s)	The attached Agreement, as of the date of last signature.
Term	6 Year - 11/1/2019 – 10/31/2025
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: Software Licenses & Subscriptions start on the date of delivery by Accela.
Order Duration	Unless otherwise specified in the Special Order Terms: - Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase

Special Order Terms	In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	As provided in the Agreement.
Uplift (%)	_____ 2.5 _____ per year
Special Payment Terms	As provided in the Agreement..
Purchase Order Reference (Optional)	
<p>If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide Accela copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>	
<p>PO# (If required): tbx_1_text\</p>	

## EXHIBIT C

### Accela Data Storage Policy

Customer'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.

#### Frequently Asked Questions:

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

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

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

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

##### Can I increase my storage limit?

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

**EXHIBIT D**  
**Accela, Inc.**  
**Standard Support Policy**

This Accela SaaS Support Policy (“**Support Policy**”) is a policy governing the use of Accela software-as- service products (the “**Service(s)**”) under the terms of the services agreement (the “**Agreement**”) between Accela, Inc. and its affiliates (“**Accela**”, “**us**” or “**we**”) and the purchaser of Accela’s Service (“**Customer**”). This Support Policy may be updated from time to time by Accela, in its sole discretion, with notice to Customer.

**General Requirements and Hours of Operation**

**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 during normal business hours of Monday-Friday, 4AM-6PM Pacific.

**Telephone and E-mail 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.

**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.

**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.

**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.

**Third Party Product Support**

If any third-party software is not supplied by Accela, Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer’s Agreement.

## **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.

## **Error Classification:**

Error Classification	Criteria
<b>Critical Severity Issue (Priority 1)</b>	The Service is down or there is a major malfunction (deeming Service non-functional or severely affected), resulting in a revenue loss and impacting the Service functionality for a majority of users. No reasonable workaround exists.
<b>High Severity Issue (Priority 2)</b>	High loss of Service functionality or performance, impacting the Service functionality for a high number of users (e.g. Service response is very slow, day to day operations continue, but are impacted by the issue). No reasonable workaround available or the workaround is impractical.
<b>Medium Severity Issue (Priority 3)</b>	Moderate loss of Service functionality or performance, impacting multiple users. A convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
<b>Low Severity Issue (Priority 4)</b>	Minor loss of Service functionality or feature in question.

## **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.

## **Response Time**

Accela shall use commercially reasonable efforts to respond to error reports in accordance with the table set forth below. Accela will use reasonable means to repair the error and keep Customer informed of progress. Accela makes no representations as to when a full resolution of the error may be made.

Error Classification	Initial Response and Acknowledgement	Updates	Resolution Goal
<b>Critical</b>	1 Business Hour	Daily	Accela will put forth our best effort to provide a



Error Classification	Initial Response and Acknowledgement	Updates	Resolution Goal
			workaround, fix, or estimated completion date within seventy-two (72) hours after the problem has been diagnosed and/or replicated.
High	4 Business Hours	Weekly	Accela will put forth our best effort to provide a workaround or fix or estimated completion date within fourteen (14) business days after the problem has been diagnosed and/or replicated.
Medium	8 Business Hours	As available	Accela will put forth our best effort to provide a workaround or fix or estimated completion date within twenty-one (21) business days after the problem has been diagnosed and/or replicated.
Low	24 Business Hours	None	Resolution for the Issue may be released as a patch set or be incorporated into a future schedule release of the product.