

ACCELA MASTER SERVICE AGREEMENT

This Accela Master Service Agreement (this “**Agreement**”) is entered into as of July 1, 2017 (the “**Effective Date**”) by and between Accela, Inc., a California corporation principally located at 2633 Camino Ramon, Suite 500, Bishop Ranch 3, San Ramon, California 94583 (“**Accela**”), and San Mateo County, a political subdivision of the state of California with an address of 455 County Center, 2nd Floor, Redwood City, CA 94063 (“**Customer**”).

1. DEFINITIONS. Unless otherwise defined in this Agreement, terms used herein have the same meanings as set out in the Exhibits to this Agreement (including any supplements or attachments thereto).

1.1. “**Optional Services**” refers to certain optional add-ons to the Subscription Service as may be offered by Accela from time to time.

1.2. “**Professional Services**” refers to Accela’s delivery, training, performance optimization and related services as set out in the Professional Services Terms. The Professional Services described in this Agreement are applicable to Customer if and as ordered.

1.3. “**Professional Services Terms**” refers to those additional Professional Services Terms and Conditions attached hereto at Exhibit C.

1.4. “**Services**” refers to the Subscription Service together with any Professional Services and/or Optional Services, as applicable in any of the Exhibits.

1.5. “**Subscription Service**” refers to the Subscription Service together with any Professional Services and/or Optional Services, as applicable.

1.6. “**Subscription Ts&Cs**” refers to the Subscription Terms and Conditions attached hereto at Exhibit B.

Customer agrees that its purchase of the Services hereunder is neither contingent on the delivery of nor any oral or written comments about any future functionality or features of the Subscription Service.

2. PROCUREMENT OF SERVICES. Customer may purchase the Services by submitting orders in a form designated or approved by Accela (each, an “**Order**”) or, in the case of certain Professional Services, by executing Statements of Work designated or approved by Accela (each an “**SOW**”). Upon Order (or SOW) acceptance and subject to Customer’s payment of the corresponding Services Fees, Accela will make the Services available to Customer.

2.1. Governing Terms. The Subscription Service will be subject to this Agreement and the Subscription Ts&Cs for the Subscription Period and number of End Users as specified in each Order. Professional Services will be subject to this Agreement and the Professional Services Terms for the designated performance period as specified in the applicable Order or SOW. Any Optional Services will be subject to the Subscription Terms or such other documentation as agreed upon by Accela and Customer.

2.2. Order Acceptance. No Order (or SOW) for Services will be deemed accepted by Accela unless and until Accela accepts such Order (or SOW) in writing. Any terms and conditions contained in any quote, invoice, purchase order or Order 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. All Orders and SOWs will reference this Agreement. Upon acceptance of an Order as provided above, it will become part of this Agreement.

2.3. Adding End Users. If Customer desires to increase the number of End Users that are permitted to use the Subscription Service, a new Order must be issued for the additional End Users. Accela may, in its discretion, allow or require the initial Subscription Period of newly-purchased subscriptions to be adjusted to expire or renew simultaneously with Customer's pre-existing subscription(s).

2.4. Optional Services. Purchase of Optional Services from Accela will be subject to any price quote Accela provides to Customer and the Order procedure described above. As agreed upon in writing by Accela and Customer at the time of Customer's purchase, use of the Optional Services may be subject to Exhibit B or additional terms and conditions in addition to or in lieu of those in Exhibit B.

3. FEES AND PAYMENT FOR SERVICES

3.1. Fees. Customer will pay all fees for the Services per the prices quoted to Customer by Accela and documented in an executed Order or SOW. Unless expressly set out in an Order or SOW, price increases will not apply to any Order or SOW that has already been accepted by Accela. Except as otherwise agreed by the parties in writing, Services Fees are quoted and payable in United States dollars, and Customer's payment obligations are non-cancelable and Fees paid are non-refundable. In no event shall total payment for services under this agreement exceed \$864,102.

3.2. Invoicing and Payment. Accela will invoice Customer in advance for the Services unless otherwise expressly agreed by the parties.

3.2.1. Subscription Service fees are due upon invoice and payable within thirty (30) days of the invoice date. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional End User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described in Section 2.3, then the Subscription fee for such additional quantity will be pro-rated accordingly. Optional 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 or governing terms. Subscription Service fees will be subject to an automatic annual increase by the percentage of the prior year's Subscription Service fees (the "Uplift") listed in the Order.

3.2.2. Professional Services fees and expenses are due upon invoice and payable within forty-five (45) days of the invoice date. Professional Services fees and expenses may be subject to additional payment terms if and as designated in the applicable Order or SOW. Generally, Professional Services expenses will be billed as accrued and invoiced to Customer monthly in accordance with Accela's travel policy.

3.3. Billing Info & Overdue Charges. 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. If any Fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

3.4. **Overdue Payments.** If any amount owing by Customer under this Agreement for any of the Services is thirty (30) or more days overdue, Accela may, without limiting Accela's other rights and remedies, suspend the Subscription Service and/or stop performance of the Professional Services until such amounts are paid in full.

3.5. **Taxes.** Accela's Services 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 associated with Customer's purchases hereunder. 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. Accela is solely responsible for taxes assessable against it based on Accela's income, property and employees.

4. TERM AND TERMINATION.

4.1. **Term of Agreement.** Unless terminated earlier in accordance with Section 4.2, this Agreement commences on July 1, 2017 and will continue with respect to the Services as enumerated below:

4.1.1. **Subscription Service.** The Subscription Ts&Cs incorporated in Exhibit B will commence on the July 1, 2017 and continue for a period of one (1) year (the "**Initial Subscription Period**"). Thereafter, the Subscription Term will automatically renew for additional one-year periods up to four (4) years (each a "**Renewal Subscription Period**") for a total contract term of five (5) years, unless and until either party gives written notice of non-renewal at least sixty (60) days in advance. Customer must send written notice of non-renewal to AccountsReceivable@Accela.com. Should Customer not provide written notice of non-renewal at least sixty (60) days in advance, then Customer is obligated to pay for the subsequent renewal in full.

4.1.2. **Professional Services.** If and as applicable to Customer, the Professional Services Terms incorporated in Exhibit C will commence on the date listed in the first Order or SOW and continue for the period designated in such Order or SOW. The effective term of the Professional Services Terms will be automatically extended to the last date specified in all SOWs and Professional Services Orders issued by Accela. Upon Customer request, Accela may, in its sole discretion, reinstate expired Professional Services Terms after a lapse in effectiveness under previously issued SOWs or Professional Services Orders.

4.2. **Termination.** Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach. The Services will be subject to additional termination provisions if and as designated in the respective Exhibits to this Agreement.

4.3. **Effect of Termination.** Termination or expiration of this Agreement will not terminate any then-current Customer Subscriptions to the Subscription Service (which will continue to be governed by the terms of Exhibit B, including the termination provisions set forth therein); provided, however, that in the case of termination of this Agreement by Accela for Customer's uncured breach of this Agreement, Accela may simultaneously terminate any such Subscriptions. Subject to the Professional Services Terms, termination of this Agreement will terminate all on-going and planned Professional Services.

5. ADDITIONAL CUSTOMER TERMS. Any terms and conditions required by Customer under applicable statute, judicial order or agency policy will be as stated in this Section 5 (the "**Additional Customer**

Terms”). Notwithstanding anything to the contrary in Section 6, the Additional Customer Terms will govern over the body of this Agreement in the event of a direct conflict of terms.

5.1. Availability of Funds. County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Accela as soon as is reasonably possible after County learns of said unavailability of funding.

5.2. Assignability and Subcontracting. Accela shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Accela under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

5.3. Insurance. General Requirements.

5.3.1. Accela shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Accela shall use diligence to obtain such insurance and to obtain such approval. Accela shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Accela's coverage to include the contractual liability assumed by Accela pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to Customer of any cancellation of the policy.

5.3.2. Workers' Compensation and Employer's Liability Insurance.

5.3.2.1. Accela shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Accela certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

5.3.3. Liability Insurance.

5.3.3.1. Accela shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Accela and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Accela's operations under this Agreement, whether such operations be by Accela, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

1. Comprehensive General Liability... \$1,000,000

In addition, Accela shall obtain the following cyber liability insurance:

2. Privacy, Network Security and Technology Errors and Omissions Insurance
\$2,000,000

During the term of the Agreement and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of, or unauthorized access to, electronic data or software within Accela's network or business including privacy breaches no matter how they occur, denial or loss of service, introduction, implantation, or spread of malicious software code, and unauthorized access to or use of computer systems. The policy also must provide coverage for liability claims, computer theft, extortion, or any unintentional act, mistake, error, or omission made by users of Accela's electronic data or software while providing services to the Customer. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

During the term of the Agreement and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, and programming; data processing; installation, repair, maintenance, management of computer or technology hardware, software, networks or systems; data entry, modification, verification, maintenance, storage, retrieval or preparation of data input; other related services provided by Accela.

Customer and its officers, agents, employees, and servants shall be named as additional insured on Commercial General Liability policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, Customer, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

5.4. Compliance With Laws. All services to be performed by Host Compliance pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations. the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Accela will timely and accurately complete, sign, and submit all necessary documentation of compliance.

5.5. Non-Discrimination and Other Requirements.

- 5.5.1. General Non-discrimination. No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- 5.5.2. Equal Employment Opportunity. Accela shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Accela's equal employment policies shall be made available to County upon request.
- 5.5.3. Section 504 of the Rehabilitation Act of 1973. Accela shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- 5.5.4. Compliance with County's Equal Benefits Ordinance. Accela shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Host Compliance's employee is of the same or opposite sex as the employee.
- 5.5.5. Discrimination Against Individuals with Disabilities. The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Accela and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- 5.5.6. History of Discrimination. Accela certifies that no finding of discrimination has been issued in the past 365 days against Accela by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Host Compliance within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Accela shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

5.6. Compliance with Living Wage Ordinance. As required by Chapter 2.88 of the San Mateo County Ordinance Code, Accela certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

5.7. Compliance with County Employee Jury Service Ordinance. Accela shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Accela shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from Accela, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Accela or that Accela may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Accela certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Accela has no employees in San Mateo County, it is sufficient for Accela to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Accela certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Accela shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Accela acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

6. GENERAL. The parties acknowledge that the terms of each of the Exhibits to this Agreement (inclusive of any supplements or attachments thereto), including, but not limited to, the disclaimers, limitations of liability, and other general provisions thereof, are incorporated into and form a part of this Agreement. In the event of a direct conflict between the body of this Agreement and the terms of the Exhibits hereto, the terms in the body of this Agreement will govern. Each party specifies its address set forth above for receipt of notices under this Agreement. This Agreement may be signed in one or more identical counterparts, each of which will be an original, but all of which together will constitute one instrument.

Exhibits List:

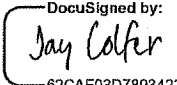
Exhibit A - Quote

Exhibit B – Subscription Terms and Conditions

Exhibit C – Professional Services Terms

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, affix their respective signatures..

ACCELA

By:  _____
(Signature) Jay Colfer

(Print Name)
Chief Revenue Officer
Its: _____
(Title)
3/1/2018

Dated: _____
(Month, Day, Year)

SAN MATEO COUNTY

By: _____
(Signature)

(Print Name)
Its: _____
(Title)

Dated: _____
(Month, Day, Year)

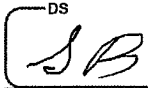
Legal: 

EXHIBIT A

Quote Number: Q-16049-1,

Citizen Access

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	DISCOUNT	NET PRICE
SS10AACAPOP0001	Accela Citizen Access - Subscription Population	61,222	USD 0.0300	USD 1,836.66	0.000	USD 1,836.66
	Subtotal					USD 1,836.66

Civic Platform

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	DISCOUNT	NET PRICE
SS10APFMSLYR001	Accela Civic Platform Silver - Subscription User	90	USD 2,628.0000	USD 236,520.00	31.963	USD 160,920.00
	Subtotal					USD 160,920.00

Report Load

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	DISCOUNT	NET PRICE
CS10ACRP20Y0001	Crystal Report Load - 20 per year Initial	1	USD 6,000.0000	USD 6,000.00	100.000	USD 0.00
	Subtotal					USD 0.00

	TOTAL: USD 162,756.66
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For each subsequent term after initial Term, a 3% year-over-year increases in this price Quote ("Uplift") will be applied.

EXHIBIT B

ACCELA SUBSCRIPTION TERMS AND CONDITIONS

Purchase or use of the Service (defined below) is subject to these Subscription Terms and Conditions (these “Terms”).

1. DEFINITIONS

“**Agreement**” means these Terms and, if applicable, the written master service agreement or other written agreement between Customer and Accela that incorporates these Terms by reference.

“**Communication Data**” means any and all information transmitted, shared, or exchanged between Customer and any End User, or between End User and any third party (including any third-party network or website), using the Service, with respect to any transaction or other communication enabled by the Service, but excluding Security Data.

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

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

“**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.

“**Optional Services**” mean the optional add-ons to the 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.

“**Order**” means written orders to purchase subscriptions to use the Service (or, where applicable, to purchase Optional Services).

“**Security Data**” means any and all information provided by Customer or any End User to establish secure transmissions through use of the Service, including but not limited to personal information, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.

“**Service**” or “**Subscription 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 under which such subscription was obtained. If and as designated in the Specifications, the Service may be inclusive of application programming interfaces (APIs) developed by Accela to enable interaction and integration with the Service. Unless otherwise specified herein or other applicable contractual terms, all references to “Service” will be deemed to include any and all Optional Services.

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

“**Specifications**” means the online specifications for the 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 with reasonable notice to County).

“**Subscription Period(s)**” means the duration of Customers and End Users active, paid access to the Service, as designated in the Order(s).

“**Supported Modification**” means a configuration of or modification to the Service requested by Customer 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.

2. AUTHORIZED USERS. Only End Users may access or use the Service under Customer’s account. Each

End User may use any reasonable number of compatible devices for purposes of accessing the Service; provided that, Accela reserves the right to determine whether a number of devices is reasonable and, in its sole discretion, to place a corresponding cap on the number of devices. Unless expressly authorized by Accela, End User subscriptions cannot be shared or used by more than one individual but may be permanently reassigned to new End Users. The number of End User subscriptions purchased may be increased (under a new Order) but cannot be decreased during any Subscription Period.

3. USE OF THE SERVICE

3.1. Accela's Responsibilities. Accela will: (i) provide to Customer support related to the Service in accordance with the Accela Support Terms accessible at <https://accela.box.com/SaaSsupportPolicy> (which URL location and content may be updated from time to time by Accela with reasonable notice to County) and (ii) provide the Service only in accordance with applicable laws and government regulations.

3.2. Customer's Responsibilities. Customer will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Service; (ii) be responsible for End Users' compliance with these Terms 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 Communication Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Service under its account, and notify Accela promptly of any such unauthorized access or use, and (v) use the Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Accela to Customer.

3.3. Prohibitions. Customer will not, and will ensure that its End Users do not, (i) make the Service available to anyone other than End Users; (ii) sell, resell, rent, lease or transfer the Service in whole or in part to any third party (including Customer affiliates) without the express permission of Accela and execution of designated transfer documentation; (iii) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights; (iv) use the Service to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious

code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (vi) attempt to gain unauthorized access to the Service or any related systems or networks; or (vii) obtain intellectual property rights to the use of any component of the Services (inclusive of APIs).

3.4. Software. End Users may need to download and install client Software (as made available by Accela or other third party authorized by Accela) on each device through which they intend to use the Service. All use of such Software will be governed by terms of the applicable license agreement or terms of use that accompanies or is made available in connection with the Software. Customer acknowledges that each End User (or authorized Customer representative) must accept such license agreement, and have Service-compatible device(s), to download, install, and/or use the Software. Nothing in these Terms will be deemed to grant to Customer rights of any kind in the Software.

3.5. Security Data and Privacy. Customer understands that failure to protect Security Data may allow an unauthorized person or entity to access the Service. In addition, Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Security Data. If Customer loses Security Data, Customer may no longer have access to the Service. Customer agrees that: (i) Customer (or its End User) is solely responsible for collecting, inputting and updating all Security Data; (ii) Accela assumes no responsibility for supervision, management or control of Customer's and End Users' Security Data; and (iii) Accela assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Service. To the extent that Accela has access to any personally identifiable information gathered from Customer or from End Users in connection with the Service, such information will be governed by the provisions of the Accela Privacy Policy, a copy of which is available on the Accela website at <https://accela.box.com/PrivacyPolicy> (which URL location and content may be updated from time to time by Accela with reasonable notice to County).

4. PROPRIETARY RIGHTS

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Accela reserves all rights, title and interest in and to the Service and any associated Software and documentation, including all related Intellectual Property Rights. No

rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. Restrictions. In addition to the other prohibitions set forth in these Terms, Customer will not and will ensure that its agents do not (i) create derivative works based on the Service, (ii) copy, frame or mirror any part or content of the Service, 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, (iii) reverse engineer the Service, or (iv) access the Service (inclusive of any APIs) in order to build or patent a competitive product or service or to copy any features, functions or graphics of the Service.

4.3. Communication Data Ownership. Customer reserves all its rights, title and interest in and to the Communication Data. No rights are granted to Accela hereunder with respect to the Communication Data, except that Accela may (i) store, copy, process, and transmit such Communication Data for purposes of providing the Service to Customer and (ii) otherwise utilize Communication Data if and as permitted by the Accela Privacy Policy.

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

5. CONFIDENTIALITY

5.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), 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 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.

5.2. 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), (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 these Terms, 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 these Terms and who are legally bound to protect such Confidential Information consistent with these Terms.

5.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party 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 cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

6. WARRANTIES AND DISCLAIMERS

6.1. Specifications. Subject to the limitations set forth below, Accela warrants that the 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 Service so that it conforms to foregoing warranty.

6.2. Service Level Commitment. During the Subscription Period, Accela further warrants that the Service will meet the performance level specified in the Service Level Commitment, as made available by Accela at https://accela.box.com/SaaS_SLC (which URL location and content may be updated from time to time by Accela with reasonable notice to County). The Service Level Commitment sets forth Customer's sole and exclusive remedy for Accela's failure to achieve the stated Service performance level.

6.3. 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 Service to operate as warranted is caused by or results from: (i) any modification to the Service other than a Supported Modification; (ii) combination, operation or use of the 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 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 the Service Level Commitment).

7. MUTUAL INDEMNIFICATION

7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Accela, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any End User's use of the Service (other than any claim for which Accela is responsible under Section 7.2); or (ii) Customer or any End User has used the Service in a manner that violates these Terms or applicable law. Customer's obligations under this Section 7.1 are contingent upon: (a) Accela providing Customer with prompt written notice of such claim; (b) Accela providing reasonable cooperation to Customer, at Customer's expense, in defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7.2. Indemnification by Accela. Accela will defend (or settle), indemnify and hold harmless Customer, its officers, agents, employees, and servants from and against any claims, liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of any actual or threatened third party claim to the extent that it arises from: (a) Accela's alleged breach of an Agreement or (b) any alleged infringement by Accela of any third party intellectual property rights.

Accela's duty to indemnify under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct. Accela's obligations under this Section 7.2 are contingent upon: (a) Customer providing Accela with prompt written notice of such claim; (b) Customer providing reasonable cooperation to Accela, at Accela's expense, in the defense and settlement of such claim; and (c) Accela having sole authority to defend or settle such claim. THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ALL THIRD PARTY CLAIMS WITH REGARDS TO INDEMNIFICATION. Accela will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on any combination of the Service with products, services, methods, or other elements not furnished by Accela, or any use of the Service in a manner that violates this Agreement or the instructions given to Customer by Accela.

7.2. 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 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 Service, by replacing or modifying the Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.3, 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. IN NO EVENT WILL ACCELA'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY 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, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER

HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT.

8.1. Exclusion of Damages. NEITHER ACCELA NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE WILL 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 SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT ACCELA 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 THESE TERMS EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

8.2. Security and Other Risks. Customer acknowledges that, notwithstanding security features of the 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 Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or End Users use the Service 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.

8.3. Basis of Bargain. THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS SECTION 8 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ACCELA AND

CUSTOMER AND WILL APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

9. SUBSCRIPTION PERIOD AND TERMINATION

9.1. Term of End User Subscriptions. End User Subscriptions purchased by Customer commence on the start date specified in the applicable Order and, unless terminated earlier in accordance with these Terms, continue for the term specified therein (the "**Subscription Period**"). A Subscription Period and/or pricing there on 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, 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. The per-unit pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by Accela and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Service will terminate at the end of the relevant Subscription Period.

9.2. Termination or Suspension for Cause. A party may terminate any Subscription 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 End User's access to the Service, or any portion thereof, immediately if Accela, in its sole discretion: (i) if suspects that any person other than Customer or an End User is using or attempting to use Security Data, (ii) suspects that Customer or an End User is using the Service in a way that violates these Terms 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.

9.3. Effect of Termination. 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 in a timely manner with

such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and (b) pays any and all unpaid amounts due to Accela.

9.4. Surviving Provisions. Sections 4 (Proprietary Rights), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 9.3 (Effect of Termination), 9.4 (Surviving Provisions) and 10 (General Provisions) will survive any termination or expiration of this Agreement.

10. GENERAL

10.1. 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 Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 10.1).

10.2. 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 Service or this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

10.3. 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 End Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction.

10.4. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint

venture, agency, fiduciary or similar relationship between the parties.

10.5. 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.

10.6. 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 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.

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

10.8.

10.9. Force Majeure. 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.

10.10. Entire Agreement. These Terms, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms 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 these Terms, and all such terms or conditions will be null.

EXHIBIT C

ACCELA PROFESSIONAL SERVICES AGREEMENT

Purchase or use of the Professional Services (defined below) is subject to this Accela Professional Services Agreement (this "PSA").

1. SCOPE OF SERVICES.

1.1. Subject to this PSA, Accela will provide Customer with certain implementation, data conversion, customer success and/or training services (collectively "**Professional Services**") as set forth in the applicable Statements of Work (each an "**SOW**") or Accela order forms (each an "**Order**") executed by Accela and Customer. Any such SOW or Order must reference this PSA or the Master Services Agreement to which this PSA is incorporated. Some Professional Services, based on the nature or delivery of such services, may be (i) subject to additional terms and conditions which will be attached hereto (and incorporated herein by reference) at the time of Customer's purchase of such Professional Service; and/or (ii) performed by Accela, its affiliate, partner or subcontractor acting within or outside of the United States.

1.2. Each SOW or Order will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or training materials to be provided to Customer (each, a "**Deliverable**"); (ii) scope of the Professional Services; and (iii) applicable fees and payment terms for such Professional Services, if not elsewhere specified. All SOWs and Orders will be deemed part of and subject to this PSA.

2. TRAINING TERMS & CONDITIONS.

Unless otherwise authorized in writing by Accela and set forth in an applicable SOW or Order, the following terms will apply to all training services ("**Training**") provided by Accela hereunder:

2.1. Training Deliverables. Customer is responsible for any printing, shipping and copying charges for any Training Deliverables. All versions of the Training Deliverables are provided for Customer's internal training purposes only. Customer may not (a) resell, redistribute, transfer or sublicense any Training Deliverables; (b) utilize the Training Deliverables to replicate or attempt to perform the Training; (c) develop any of the software or services described in such Training Deliverables or (d) capture any performance or aspect of the Training Deliverables.

2.2. Onsite Delivery. Customer is responsible for providing appropriate resources for Training delivery, including without limitation, facilities, Internet connectivity, A/V equipment, student computers and other reasonable classroom amenities.

2.3. Training Accounts. Accela may provide attending Customer employees or authorized third-party agents ("**Training Users**") with temporary and limited access to the Subscription Service solely for such Training Users' non-commercial use and receipt of Training hereunder (each a "**Training Account**"). Such Training Users' access to the Training Account may be subject to separate terms and conditions provided by Accela.

2.4. Accela expressly disclaims any obligation to provide maintenance, support or updates on the Training Accounts and Training Deliverables.

3. **CHANGE MANAGEMENT PROCESS**. If Customer or Accela requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any SOW, the party seeking the change will propose the applicable changes by written notice.

3.1. Within a reasonable amount of time (not to exceed four (4) business days) after receipt of written notice, each party's designated personnel will meet, either in person or via telephone conference, to discuss and agree upon any proposed changes. Thereafter, Accela will prepare a change order describing the proposed changes to the SOW and any associated changes in the Deliverables, Deliverable schedule, fees and/or expenses (each, a "**Change Order**").

3.2. Change Orders will not be binding until they are executed by both parties. Executed Change Orders will be deemed part of, and subject to, this PSA. If the parties disagree about the proposed changes, they will promptly escalate the change request as specified in the Project Management Plan or to their respective senior management for resolution.

3.3. In the event Customer requires significant changes to any SOW (either individually or

cumulatively across Change Order(s)) which Accela reasonably determines is (a) a material modification of the nature or scope of Professional Services being purchased and/or (b) significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to Customer, suspend or terminate the applicable SOW(s) and/or Change Order(s). In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables. Unless otherwise expressly agreed to by the Parties at the time of any such material change, Accela will not be deemed to have waived any Customer payment obligations in respect of completed Deliverables.

4. PROJECT MATERIALS.

4.1. Deliverables. Accela will own all rights, title and interest in and to the Deliverables (excluding any Customer Confidential Information provided to Accela for provisioning of the Professional Services). Accela will have the right to use any such Customer Confidential Information solely for providing the Professional Services to Customer hereunder. Notwithstanding the foregoing, Accela may use aggregate anonymized Customer Confidential Information for Accela development, internal training and other reasonable business purposes not specific to Customer or its End Users.

4.2. Deliverables are Accela Confidential Information and Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any party except as expressly permitted by Accela.

4.3. Subject to this PSA, Accela grants Customer a limited, non-exclusive, nontransferable, terminable license to use the Deliverables solely for Customer's internal operations in connection with authorized use of the applicable Subscription Service.

4.4. Tools. Notwithstanding any other provision of this PSA: (i) nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Tools**") used by Accela to develop the Deliverables.

4.5. Processes & Know-How. Accela will own all rights, title and interest in and to the all processes, methods, procedures and know-how established or utilized by Accela in performance of the Professional

Services. None of the Professional Services or Deliverables will be deemed to constitute work product or work-for-hire inuring to the benefit of Customer.

4.6. In the event any language conflicting with this Section 4 is added to any SOW, Order or Change Order, the parties expressly agree that such statement will have no effect on Accela's rights as set out herein.

5. WARRANTY & DISCLAIMERS.

5.1. Warranty. Accela warrants that the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of Accela's industry.

5.2. Customer Cooperation. Accela's ability to successfully perform the Professional Services is dependent upon Customer's provision of timely information, active participation and access to Customer's resources, systems and personnel. Customer acknowledges that any implementation process described in the relevant SOW is cooperative in nature and that Customer must complete its designated tasks in a timely manner for Accela to proceed with and complete the Professional Services.

5.3. Customer Delays. Customer delays during any implementation period may have adverse collateral effects on Accela's overall work schedule. Although Accela will use its commercially reasonable efforts to immediately resume work following any such delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services as the result of Customer delays, such time will be charged to Customer at Accela's then-current time-and-materials rates, subject to written approval of the parties.

5.4. Accela Non-Conformance. If through no fault or delay of Customer the Professional Services do not conform to the foregoing warranty, and Customer notifies Accela within sixty (60) days of Accela's completed delivery of the Professional Services, Customer may require Accela to re-perform the non-conforming portions of the Professional Services. For purposes of this Section 5.4, conformity of the Professional Services will be measured against

approved systems in place at completion of the Professional Services and upon enablement in Customer's production environment.

6. DISCLAIMER. Section 5 sets forth the sole exclusive warranties and remedies related to the Professional Services, Deliverables and Tools performed or provided under this PSA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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 COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

7. FEES & PAYMENT. Customer will pay the fees and expenses as specified in the Master Services Agreement to which these Terms are attached or in the applicable Order or SOW.

8. TERM AND TERMINATION.

8.1. Term. This PSA will commence on the Effective Date of the Master Services Agreement (or first Order or SOW referencing these Terms, if later effected) and will continue for the length of time referenced in all SOWs and/or Orders issued hereunder. These Terms will be subject to extension if and as designated in the Master Services Agreement. Each SOW will commence on the date it is last signed, and will expire upon completion of the project set forth in the applicable SOW.

8.2. Once signed by both parties, a SOW and/or an Order will be non-cancellable, except as otherwise explicitly stated in such SOW or Order.

8.3. Termination.

8.3.1. Automatic. This PSA will terminate automatically when the Master Services Agreement and/or all SOWs and Orders referencing this PSA are terminated or expired.

8.3.2. For Convenience. Either party may terminate this PSA for convenience upon written notice in the event there are no active SOWs hereunder.

8.3.3. For Cause. Either party may terminate this PSA for cause in the event of a material breach by the other party which goes uncured for a period of thirty (30) days. Termination under this subsection will not affect Customer's outstanding payment obligations to Accela in respect of Deliverables, Training and/or Materials provided prior to such termination.

Upon termination or expiration of this PSA, Customer will have no rights to continue use of the Deliverables

9. CONFIDENTIALITY.

9.1. Definition. As used herein, "**Confidential Information**" means any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of a party (the "**Disclosing Party**") to the other party ("**Receiving Party**") for purposes arising out of or in connection with this PSA or an Order or SOW that: is marked "confidential" or "proprietary" at the time of disclosure 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 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, (iv) was independently developed by the Receiving Party or (v) constitutes aggregate data collected or generated by or on behalf of Accela regarding its products and services (for purposes of providing or improving its products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other reasonable business purposes) that does not contain any personally identifiable or Customer-specific information.

9.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement, (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 these Terms, 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 these Terms and who are legally bound to protect such Confidential Information consistent with the requirements of these Terms.

9.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party 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 cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

10.1 Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Accela, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any End User's use of the Service (other than any claim for which Accela is responsible under Section 7.2); or (ii) Customer or any End User has used the Service in a manner that violates these Terms or applicable law. Customer's obligations under this Section 10.1 are contingent upon: (a) Accela providing Customer with prompt written notice of such claim; (b) Accela providing reasonable cooperation to Customer, at Customer's expense, in defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

10.2 Indemnification by Accela. Accela will defend (or settle), indemnify and hold harmless Customer, its officers, agents, employees, and servants from and against any claims, liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of any actual or threatened third party claim to the extent that it arises from: (a) Accela's alleged breach of an Agreement or (b) any alleged infringement by Accela of any third party intellectual property rights. Accela's duty to indemnify under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful

misconduct. Accela's obligations under this Section 10.2 are contingent upon: (a) Customer providing Accela with prompt written notice of such claim; (b) Customer providing reasonable cooperation to Accela, at Accela's expense, in the defense and settlement of such claim; and (c) Accela having sole authority to defend or settle such claim. THIS SECTION 10.2 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT ALL THIRD PARTY CLAIMS WITH REGARDS TO INDEMNIFICATION. Accela will have no liability under this Section 10.2 to the extent that any third-party claims described herein are based on any combination of the Service with products, services, methods, or other elements not furnished by Accela, or any use of the Service in a manner that violates this Agreement or the instructions given to Customer by Accela.

11. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SOW OR ORDER, IN NO EVENT WILL ACCELA'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR PERFORMANCE OF ANY PROFESSIONAL SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR SUCH PROFESSIONAL SERVICES UNDER THE APPLICABLE SOW OR ORDER.

11.1 Exclusion of Damages. NEITHER ACCELA NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PROFESSIONAL SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR ANY SOW, CHANGE ORDER OR ORDER, INCLUDING 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 ACCELA 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 PSA EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER

PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

12 GENERAL

12.1 Notice. Except as otherwise specified in this PSA, 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 Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 11.1). Customer's email address for communication and notice purposes relating to this PSA will be set forth on the applicable SOW or Order (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Accela at the above e-mail address.

12.2 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 Professional Services or this PSA will be the state and federal courts located in the Northern District of California 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 PSA including, but not limited to, the export laws and regulations of the United States and other applicable jurisdictions.

12.4 Relationship of Parties. Accela's relationship with Customer pursuant to this PSA will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this PSA will be deemed to create any agency, partnership or joint venture relationship between the parties. Accela reserves the right to use third parties (who are under a covenant of confidentiality with Accela), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation,

any data migration, configuration, implementation and custom code development processes.

12.5 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this PSA 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 PSA 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 PSA will remain in effect.

12.7 Assignment. Customer may not assign or transfer this PSA or any SOW or Order hereunder, whether by operation of law or otherwise, without the prior written consent of Accela. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this PSA will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8 Force Majeure. Accela will not be liable for any delay or failure to perform under this PSA to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela.

12.9 Entire Agreement. The parties acknowledge that they have had previous discussions related to the performance by Accela of Professional Services for Customer and the possible strategies which may be used by Accela to implement the Subscription Service to achieve the requirements identified by Customer. This PSA, together with mutually agreed-upon attachments that are incorporated by reference herein, 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. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's Order, any SOW or other order documentation will be incorporated into or form any part of this PSA, and all such terms or conditions will be null. Under no circumstances will the terms, conditions or provisions of any RFP,

purchase order, invoice or other administrative document issued by Customer in connection to this PSA be deemed to modify, alter or expand this PSA, regardless of any failure of Accela to object to such terms, provisions, or conditions. No other act, document, usage, custom or waiver will be deemed to amend or modify this PSA unless agreed to in writing signed by a duly authorized representative of both parties. In the event of any inconsistency or conflict between the terms of this PSA, and an SOW, the terms of the SOW will control with regards to the project described.