

EXHIBIT A-2
ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (together with any applicable Order(s), this “**Subscription Services Agreement**”), dated June 30, 2025 (the “**Effective Date**”), is being entered into by and between Accela, Inc. (“**Accela**”) and the City of Chula Vista, a California municipal corporation (“**Customer**”). Customer and Accela (each a “**party**” and together hereinafter the “**parties**”) are parties to that certain City of Chula Vista Consultant Services Agreement, dated June 17, 2025 (the “**Agreement**”); the terms and conditions of the Agreement are hereby incorporated by reference into this Subscription Services Agreement in their entirety and this Subscription Services Agreement shall at all times be interpreted pursuant to and in accordance with the Agreement, and shall remain subject to all terms and conditions of the Agreement.

1. DEFINITIONS.

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

1.2 “**Aggregate Data**” means configuration data and analytical data where configuration data is data that captures how the Subscription Services are implemented, e.g., the Subscription Services implementation as performed by Accela and any add-ons included by Customer, and analytical data tracks user behavior, e.g., clicks or time using the Subscription Services where the city, state, and IP address of the user are documented. Accela represents and warrants that Aggregate Data is not sold and is only used for internal business purposes.

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

1.4 “**Consulting Services**” means packaged or time and materials consulting, review, training or other services provided after Go-live (but excluding the Professional Services as described in Section 6.3) delivered by Accela to Customer pursuant an applicable Order and Consulting Services SOW.

1.5 “**Customer Data**” means (a) the content, materials, and data (in any format) that Customer, Authorized Users, and External Users enter into the Subscription Services and (b) all copies, derivative works, and transformations of the foregoing. Customer Data does not include any component of the Subscription Services or materials provided by or on behalf of Accela, or Aggregate Data.

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

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

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

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

1.10 “**Sensitive Personal Information**” means any information that reveals a person's social security number, driver's license information, state identification card, passport number, military identification number, financial account numbers, debit card number, credit card number, account log-in, credentials, IP address, email address, phone number, home address, precise geolocation at a given time, biometric information, contents of email, contents of mail, contents of text messages, ethnic origin, racial origin,

genetic data, medical information, health information, immigration status, philosophical beliefs, political opinions, religious beliefs, sexual orientation, union membership, or membership in any other private organization, in each case to which a person has a reasonable expectation of confidentiality or privacy.

1.11 **“Service Availability Policy”** means the Service Availability and Security Policy attached hereto and incorporated by reference herein as Attachment 1.

1.12 **“Subscription Services”** means (i) access to the civic administration services, comprised of the Accela System (and the Software therein), which are licensed to Customer in accordance with the terms herein, and (ii) the Support Services.

1.13 **“Software”** means the software applications that are associated with the Accela System that Accela licenses and makes available to Customer as part of the Subscription Services, including updates, derivative works, and all associated Documentation. For the avoidance of doubt, if and to the extent any Third Party Content or Third Party Software is incorporated into the Accela System, it is included in the definition of Software.

1.14 **“Support Services”** means those technical and help services provided by Accela to Customer in accordance with the applicable Order and the Standard SaaS Support Services Policy attached hereto and incorporated by reference herein as Attachment 2.

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

2. USAGE AND ACCESS RIGHTS.

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

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

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order and SOW for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup; provided, however, that Customer’s prior written consent or approval has been agreed to in the applicable Order or SOW, such Consulting Services will be provided pursuant to and in accordance with Accela’s Consulting Services Policy, which is attached hereto and incorporated by reference herein as Attachment 3.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Subscription Services Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Services in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except

to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under U.S. export control laws (excluding, however, those deemed "nationals" solely by virtue of such country or territory's jus sanguinis (blood right) nationality laws; (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period. For the avoidance of doubt, while Accela's Intellectual Property Rights include rights to Aggregate Data, it does not include ownership rights to any Customer Data.

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

3. PAYMENT TERMS.

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net forty-five (45) from the date of the applicable invoice. All Subscription Services fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "**Taxes**"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions.

4. CONFIDENTIALITY.

As used herein, "**Confidential Information**" means all confidential or proprietary information disclosed by a party to the other 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 through no fault of the receiving party and without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party without the use of the disclosing party's Confidential Information. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes of providing the Subscription Services and who are bound to protect such Confidential Information consistent with this Agreement and/or the Subscription Services Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. CUSTOMER DATA.

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

5.2 Usage. Customer shall be responsible for Customer Data as entered into, applied or used in the Subscription Services. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise expressly set forth in and pursuant to this Subscription Services Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information or any Sensitive Personal Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Subject to Accela's compliance with Section 1.2, Customer agrees that Accela may collect, use and disclose Aggregate Data (as defined in Section 1.2) to the extent and in the manner permitted under applicable law and pursuant to and in accordance with the Agreement, provided that such Aggregate Data may not in any way identify Customer, its Authorized Users or any third parties utilizing the Subscription Services, and does not disclose any of Customer's Confidential Information unless Accela has obtained Customer's express prior written consent.

6. WARRANTIES AND DISCLAIMERS.

6.1 Accela Subscription Services Warranty. Accela warrants and covenants that, during the Subscription Period, from the first use of the applicable Subscription Services after Go-live, when used for the permitted purposes described herein, provide all of the functionality that is set forth in the Documentation and perform substantially in accordance with the applicable Documentation in all material aspects. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela shall use commercially reasonable efforts to: (a) repair the Subscription Services in question or (b) replace the Subscription Services in question, as appropriate with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Personnel Qualifications. Accela warrants and covenants that all personnel performing the services under this Subscription Services Agreement shall have reasonable skill, training, and background and will

perform Accela's obligations hereunder with due care in a professional, workmanlike, and competent manner and in accordance with prevailing applicable industry standards.

6.3 Professional Services Warranty. Professional Services which are provided on a one-time basis in connection with the data migration, set-up and implementation of the SaaS, including without limitation database base configuration, data conversion, training and support services and other "professional services" have been set forth and more fully described in that certain Professional Services Statement of Work, dated June 30, 2025, by and between Customer and Accela (hereinafter, as may be amended, supplemented or otherwise modified, the "**Professional Services SOW**"). Accela warrants that Professional Services shall be performed in a professional and workmanlike manner. Except as otherwise provided in a SOW or Order, Customer's sole and exclusive remedy for any breach of the foregoing warranty, Accela shall use commercially reasonable efforts to (a) re-perform the Professional Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Professional Services.

6.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THIS SUBSCRIPTION SERVICES AGREEMENT, OR IN THE APPLICABLE ORDER (INCLUSIVE OF ALL EXHIBITS AND ATTACHMENTS THERETO), ACCELA'S SYSTEM, THE SUBSCRIPTION SERVICES, AND ALL ELEMENTS THEREOF (INCLUDING WITHOUT LIMITATION THE SOFTWARE AND HOSTED SERVICES AND THIRD PARTY CONTENT, AS APPLICABLE) IS MADE AVAILABLE HEREUNDER "AS IS" AND WITHOUT WARRANTY.

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

7. INDEMNIFICATION.

In addition to any indemnification obligations as set forth in the Agreement, Accela shall defend, indemnify, hold harmless Customer (or at Accela's option, settle, subject to the terms of this Section) for any third-party claim, demand, suit or cause of action, suit, action, costs, expenses, liability, loss, injury, damages in law or in equity (including reasonable attorneys' fees and costs) to the extent arising out of or relating to any allegation (i) of gross negligence or willful misconduct by Accela, its officials, officers, employees, agents and contractors in relation to the performance of the Subscription Services or the results of such performance, or (ii) that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party (collectively, "**Third Party Claims**") so long as Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, and (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela sole and exclusive control of the defense, litigation and settlement of such Third Party Claim. Notwithstanding anything stated herein to the contrary, (i) Accela will only be absolved of its indemnification obligations if and to such extent that Customer's acts or omissions financially or otherwise detrimentally impact Accela, and (ii) subject to (i) immediately above, Accela may not, without prior written consent of Customer (which consent may not be unreasonably withheld, conditioned or delayed), (a) settle any Third Party Claims or consent to the entry of any judgment with respect thereto unless such settlement includes a written release of Customer from any and all liability in respect of such Third Party Claim(s) and the only consideration in the settlement of such Third Party Claim(s) is the payment of money damages (or other consideration) made by Accela or its agents; or (b) settle any Third Party Claim or consent to the entry of any judgment with respect thereto in any manner that requires

Customer to provide payment or any other form of consideration for such Third Party Claim(s) or requires Customer to admit to any liability in regard to a Third Party Claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be enjoined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela's obligation to indemnify Customer for intellectual property infringement claims under this Section will not apply to the extent such claims arise directly from (i) any combination of the Subscription Services with products, services, methods of a third party by Customer against Accela's direction; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Subscription Services Agreement or the instructions given to Customer by Accela; or (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS SUBSCRIPTION SERVICES AGREEMENT.

8. LIMITATION OF LIABILITY.

8.1 EXCEPT FOR ANY LOSS OR LIABILITY RELATED TO OR ARISING OUT OF EITHER PARTY'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY; (II) CUSTOMER'S BREACH OF SECTION 2.4, 2.5, 2.6, 3 or 11; (III) THIRD-PARTY CLAIMS AS DISCUSSED IN SECTION 7 (INDEMNIFICATION); OR (IV) A PARTY'S BREACH OF SECTION 4 (CONFIDENTIALITY) OR SECTIONS 9 (SECURITY AND LEGAL COMPLIANCE) (COLLECTIVELY ITEMS (I)-(IV), THE "EXCLUSIONS"), WHICH EXCLUSIONS ARE EXPRESSLY EXCLUDED FROM THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8.1:

(A) A PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THIS SUBSCRIPTION SERVICES AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, CAN NEVER EXCEED \$2MILLION DOLLARS; AND

(B) NEITHER PARTY MAY BE HELD LIABLE FOR 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 THE AGREEMENT OR THIS SUBSCRIPTION SERVICES AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8.2 NOTWITHSTANDING THE FOREGOING, ANY LOSS OR LIABILITY RELATED TO OR ARISING OUT OF A PARTY'S LIABILITY FOR ITEM (IV) OF THE EXCLUSIONS SHALL BE LIMITED TO AN AGGREGATE LIABILITY OF \$5 MILLION DOLLARS.

9. SECURITY AND LEGAL COMPLIANCE.

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. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and

entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors and Customer assumes any and all associated risks if Customer or Authorized User use the Subscription Services in any application or environment where failure could cause personal injury, loss of life or other substantial harm. Each party hereby represents, warrants, and covenants that: (a) it has implemented data security measures that comply with applicable federal, state, and local laws and regulations including without limitation utilizing comprehensive password management, multi-factor authentication, data loss prevention controls, and other industry-standard security defense protocols to provide or access the Subscription Services; (b) it will ensure that such data security measures are updated periodically; and (c) it and its personnel will comply, at such party's own expense, with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any governmental authority having jurisdiction over such party. Specifically, Accela has implemented commercially viable and reasonable information security processes, policies, and technology safeguards to endeavor to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of Customer Data, personal data and endeavor to protect against reasonably anticipated threats and will implement intrusion detection and control measures and periodically test its systems for potential areas where security could be breached. Notwithstanding anything to the contrary, Accela represents and warrants that it is and will at all times during the Subscription Period comply with StateRAMP ATO, SSAE18 SOC2 TYPE II, HIPAA HITECH, PCI-DSS v4, CCPA and the security requirements in Attachment 1 (collectively, "Security Requirements"). Customer acknowledges and agrees that by Accela complying with the Security Requirements, Accela satisfies Customer's security requirements. If additional security requirements are required in the future, the parties agree to meet and confer in good faith to reach a mutually agreeable resolution. Accela hereby agrees to provide summaries of such audit reports and attestations of compliance pursuant to the Accela NDA attached as Exhibit E to the Agreement.

9.2 Protection Against Malware. Accela covenants that Accela shall use industry standard practices and precautions to endeavor to prevent (a) the introduction or proliferation of any Malware into the Accela System, the Subscription Services, or any Customer systems, or (b) damage, loss, or unauthorized access of any Customer system or Customer Data, in each case through the Subscription Services. Without limiting Accela's other obligations under the Agreement, this Subscription Services Agreement, or any SOW or Order, Accela agrees that if there is any damage or loss solely caused by Accela (including for the avoidance of doubt, any of its agents) to Customer's systems or Customer Data through Accela's introduction of Malware in or passed through the Subscription Services, Accela shall take all necessary measures to the extent practicable to mitigate the cause and effects of such Malware (including using commercially reasonable efforts to assist Customer in restoring Customer's systems damaged by such Malware). As used herein, "Malware" shall mean (a) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the software or computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the software, code, program, or sub-program, itself, (b) any device, method, or token that permits any person to circumvent the normal security of the software or the system containing the code, or (c) any code, program, or sub-program whose knowing or intended purpose is to serve as an adaptive threat by, among other possibilities, obtaining and sending data from the software or computer system containing the code, program or sub-program.

10. THIRD PARTY SERVICES.

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

10.2 Third Party Content. The Accela System may include data, information, content, user interface designs, layouts, configurations, applications, products, services or other elements provided by third parties ("**Third Party Content**"). In the event Accela provides any third-party software ("**Third Party Software**") to Customer for Customer's use as a part of the Subscription Services, the following shall apply: (i) Accela shall specifically identify in writing all Third Party Software; and (ii) Accela shall disclose any terms (other than financial terms) applicable to Customer as an attachment to this Subscription Agreement. This requirement will not be applicable to third party software used by Accela to provide the Subscription Services that is not directly and independently used by Customer as a part of the Subscription Services.

10.3 Accela warrants that (a) it has the right to license any Third Party Software licensed to Customer; (b) the Third Party Software, and the use of the Third Party Software by Customer as contemplated herein is not known to infringe any intellectual property rights of any third party; and (c) unless specifically provided otherwise herein, Customer will have no obligation to pay any third party any fees, royalties, or other payments for Customer's use of any such Third Party Software. Except as otherwise mutually agreed to by the parties, Accela shall support and maintain all such Third Party Software (except third party software as described in the last sentence in Section 10.2) to the same extent as the Software and such Third Party Software shall be subject to all warranties, indemnities, and other requirements, including scope of use and maintenance and support, relating to the Software.

10.4 Customer may use such Third Party Content solely in connection with its use of the Accela System as permitted herein. Accela provides such warranty, support, indemnity, or other obligations to Customer with respect to Third Party Content as is provided to Accela. Accela warrants that it does not provide Third Party Content, however, if it should ever do so in the future it must provide Customer written notice.

11. TERM AND TERMINATION.

11.1 Agreement Term. Except as otherwise provided in the Agreement or this Subscription Services Agreement, including Section 11.5 (Survival) of this Subscription Services Agreement, this Subscription Services Agreement shall commence on the Effective Date and shall continue in full force and effect until the later of (i) the final Subscription Period set forth in an applicable Order(s) expires or is terminated early in accordance with the terms of this Subscription Services Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Subscription Services Agreement, continue for the term specified therein. If Customer desires to renew the Subscription Services at the end of the full five-year term, Customer shall give, at least sixty (60) days' notice of renewal before the end of the relevant Subscription Period. Orders may only be cancelled or terminated early in accordance with Section 11.3 (Force Majeure Events; Suspensions and Terminations). Subscription Services renewals at the end of the full five-year term may be subject to an annual price increase, for which Accela shall provide Customer advance written notice at least one hundred twenty days prior to the renewal of the Subscription Period.

11.3 Force Majeure Events; Suspensions and Terminations.

- a. *Force Majeure Event.* Neither party will be liable for any default, delay or failure to perform its obligations under the Agreement or this Subscription Services Agreement if and to the extent such default, delay or failure is caused by a Force Majeure Event; provided, however, that if Accela's performance of the services set forth in this Subscription Services Agreement is delayed or interrupted because of a Force Majeure Event for a period of ten (10) business days or more, and such delay or interruption materially, adversely impacts Customer's business and Accela fails to provide a temporary alternative reasonably acceptable to Customer, Customer may in its sole and absolute discretion without liability, terminate Accela's performance of the Agreement and this Subscription Agreement by providing Accela with written notice of termination. A Force Majeure Event for purposes of the Agreement and this Subscription Services Agreement shall mean any causes or events (including, without limitation, a fire, flood, terrorism, pestilence, earthquake, elements of nature or acts of God, riots, or other civil disorder) beyond the reasonable control of a party,

provided, however, that (i) the party claiming its inability to perform is without fault in causing such default, delay or failure, (ii) such default, delay or failure could not have been prevented by reasonable precautions (including the implementation of, and adherence to, a prudent disaster recovery and business continuity plan), and (iii) such default, delay or failure could not reasonably be circumvented by the claiming party through the use of alternate sources, workaround plans or other means.

- b. Termination or Suspension for Cause. A party may terminate the Agreement or this Subscription Services Agreement and the Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party if there is material breach by the other party that remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, in its sole discretion (subject to compliance with this Section) suspend any individual users' access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any unauthorized person is using or attempting to access the Subscription Services or Customer Data; (ii) suspects that a user is using the Subscription Services in a way that violates this Subscription Services Agreement or 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. Notwithstanding the foregoing, Accela shall promptly notify Customer of any such suspension and shall reasonably cooperate with Customer to resolve the issue(s) resulting in such suspension in order to restore access as soon as and to the extent reasonably possible. Accela may also, in its sole discretion, immediately suspend Customer's Subscription Services (i) if Customer's payment obligations (subject to compliance with this Section) are more than ninety (90) days past due and Customer has failed to cure within thirty days of receipt of notice, (ii) it reasonably believes it is required to do so by law or court order, or (iii) the failure to immediately suspend (without advance warning or notice to Customer) is reasonably likely to result in an immediate security threat or harm to the Accela System or to Accela's other customers; in all other instances, Accela shall endeavor to provide advance notice and an opportunity to cure prior to suspending Customer's Subscription Services. If Customer terminates this Subscription Services Agreement for cause due to a material breach by Accela that was not cured, Accela shall refund a pro-rata portion of unused, pre-paid fees.

11.4 Effect of Termination. If the Agreement or this Subscription Services Agreement expires or is terminated for any reason, subject to the terms of the Agreement and this Subscription Services Agreement, (i) Accela shall provide all Customer Data and associated documents in a database dump file within thirty (30) calendar days following such expiration or termination, upon request by Customer provided that Customer pays (a) all costs of and associated with such copying, and (b) any and all unpaid and undisputed amounts due to Accela; (ii) Intellectual Property Rights licenses and use rights granted by or to Customer with respect to Subscription Services and intellectual property will terminate; and (iii) Accela's obligation to provide any further services to Customer under the terminated agreement(s), as applicable, will terminate, except as mutually agreed between the parties. If the Agreement, the Subscription Services Agreement or Subscription Services are nearing expiration date or are otherwise terminated, Accela shall initiate its data retention processes as per the Accela Data Storage Policy, attached hereto and incorporated by reference herein as Attachment 4. Notwithstanding anything stated in this Subscription Services Agreement to the contrary, Accela acknowledges and hereby agrees that in no event may it delete any Customer Data without first providing prior written notice to Customer, and making a good-faith effort to work out mutually acceptable and commercially-reasonable terms for the return of such Customer Data.

11.5 Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.4 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Survival), and 12 (General) will survive the Term of this Subscription Services Agreement.

12. GENERAL.

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

12.2 Governing Law and Jurisdiction. This Subscription Services Agreement and any action related thereto shall be governed by the laws of the State of California without regard to its conflict-of-laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Subscription Services Agreement shall be the state and federal courts located in the Southern 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 shall comply with all applicable federal, state, and local laws and regulations (including the Chula Vista Municipal Code), with respect to its activities under the Agreement and this Subscription Services Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under the Agreement and this Subscription Services Agreement and Customer's use of the Subscription Services, the parties shall comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4 Assignment. Neither party may assign or transfer the Agreement or this Subscription Services Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, the Agreement and this Subscription Services Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Accela must seek the express prior written consent of Customer before it may publish or otherwise disclose publicly any information about the existence of its business relationship with Customer.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Subscription Services Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of the Agreement or this Subscription Services 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 the Agreement or this Subscription Services Agreement will remain in effect. This Subscription Services Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. The Agreement and this Subscription Services Agreement, including any schedules, exhibits, annexes or other attachments or documents incorporated by reference or attached to the Agreement or this Subscription Services Agreement (as mutually agreed upon by the parties), constitute the entire agreement between the parties concerning the subject matter(s) therein and supersede all prior communications, agreements, proposals or representations, written or oral, concerning such subject matters. No modification, amendment, or waiver of any provision of this Subscription Services Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation will be incorporated into or form any part of the Agreement or this Subscription Services Agreement, and all such terms or conditions shall be null and void.

12.7 Interpretation; Conflicts. Accela hereby acknowledges and understands that Customer's execution of this Subscription Services Agreement is expressly conditioned upon Accela's acceptance of and compliance with the Agreement. Accordingly, any conflicts or interpretation questions shall be resolved in accordance with the terms of the Agreement; however, for the sake of clarity, in the event of any inconsistencies, conflicts or discrepancies between any of the provisions of this Subscription Agreement, any

Accela policies expressly referenced in this Subscription Agreement, and/or the Order (including any applicable SOWs related thereto), precedence shall be given first to the Order (including any applicable SOWs related thereto), then to this Subscription Agreement, then to any Accela policies expressly referenced in this Subscription Agreement. Notwithstanding anything stated in the Agreement or this Subscription Services Agreement, Accela hereby acknowledges and expressly accepts that Accela may not modify, amend or replace any of its policies, practices or terms (including its service level commitments, data security/privacy policies, support practices or acceptable use policies) in any manner that would reasonably be expected to materially diminish Customer's rights, increase Customer's obligations or otherwise make Customer materially worse off than as set forth and understood by Customer as of the Effective Date (the "Baseline Policies"). In the event of a conflict between any proposed modifications to policies, practices or terms ("proposed changes") and the Baseline Policies, the Baseline Policies shall control unless either of the following occurs (i) the proposed modifications are necessitated by Accela in the due course of conducting its business and are made effective and applicable to all or substantially all customers of Accela, as properly evidenced and documented by Accela ("**Due Course of Business Modification**"), or (ii) Customer otherwise expressly agrees in writing to accept such modifications. If Accela does so for all or substantially all of its other customers, Accela shall in all instances communicate any proposed changes to the Baseline Policies to Customer in writing at least thirty (30) days in advance, and except in the event of a Due Course of Business Modification, Customer shall have the right to reject such proposed changes, and insist upon continuing under the Baseline Policies for the remainder of the Term.

Attachment 1

Service Availability and Security Policy

Service Availability:

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

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

- a. **Any maintenance performed by Accela during Accela's standard maintenance windows:**
Accela shall notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance"). Scheduled Maintenance includes off-business-hours (Customer time) deployments of major releases & service packs. Major releases are deployed into Customer's non-production environments well in advance, typically 4 weeks ahead of production, to allow for adequate user acceptance testing.
- b. **Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:**
 1. Any misconfiguration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
 2. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.
- c. **Failures of the carrier networks, and the networks by which Customer connects to the carrier networks, or any other network unavailability.**
- d. **Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.**
- e. **Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.**
- f. **Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.**

Remedies for Excessive Downtime:

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

The Availability SLA 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) The Exclusions are specifically excluded from "n" and "y" in this calculation.

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

Security:

a. 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 shall also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

b. Accela Subscription Services Delivery

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

Attachment 2

Standard SaaS Support Services Policy

Last Revised: May 31, 2023

This Accela Standard SaaS Support Services Policy (“Support Policy”) governs the terms under which Accela provides Support Services and is subject to the Subscription Services Agreement.

General Requirements and Hours of Operation

- a. Ticketing Support: Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Services from 4:00 A.M. until 6:00 P.M. Pacific Standard Time, Monday through Friday, excluding observed federal holidays.
 - b. Telephone Support: Accela’s Customer Support Department, a live technical support facility, will be available in English to your identified Authorized Customer Contacts from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding observed federal holidays.
 - c. Online Support Material: Available twenty-four (24) hours, seven (7) days a week, Accela will make specific Subscription Services updates and other technical information available to Customer in Accela’s online support databases.
- (1) Authorized Support Contacts: These are individuals designated by Customer to be the primary contacts with Accela Technical Support. Customer can choose up to two (2) Authorized Support Contacts and must inform Accela promptly of any changes. Their responsibilities include:
- Initiating and managing support cases through email, phone, and online submission.
 - Acting as the primary contact for all support-related communication.
 - Managing the list of Customer’s authorized contacts.

Authorized Support Contacts have the following privileges and responsibilities:

- Opening new support cases for Customer.
- Viewing all open cases related to the Subscription Services.
- Requesting changes if needed.
- Engaging in communication with Accela Support about sensitive data.

It is expected that Authorized Support Contacts:

- Have completed Accela’s Administrator Training.
- Possess unique knowledge about Customer’s configured solution to assist with technical issues.
- Understand and can reproduce reported problems for effective troubleshooting.

(2) Submitting a Case

Authorized Support Contacts may submit cases via:

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

(3) Updates

Updates may address security fixes, critical patches, general maintenance functionality, and Documentation and shall be made available at Accela’s discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Subscription Services Agreement. If an update for the Subscription

Services is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Subscription Services.

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

(4) Upgrade/Downgrade of Severity Level

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

(5) Customer Cooperation

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

(6) Reserved

(7) Exclusions

This Support Policy does not cover any of the following (collectively, the "Support Exclusions"):

- a. Support required due to Customer's or any External User's or third party's misuse of the Subscription 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 outside the scope of the Subscription Services;
- d. Support of or caused by customizations, configuration changes, scripting, or data loss caused by or on behalf of Customer (if outside of Accela's best practice recommendations) or any data loss caused by an External User;
- e. Support of or caused by Customer's or any External User's or third party's equipment, software, or other technology (other than third party equipment within Accela's direct control); or
- f. Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

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

(1) Error Classification

Any major system functions required for delivery of the Subscription Services to Customer.

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

(2) Target Initial Response Times

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

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 day*
2	3 days*
3	5 days*
4	7 days*

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

Attachment 3

Consulting Services Policy

This Consulting Services Policy (the "Policy") is binding upon execution of an Order and SOW (collectively the "Consulting Service Order") between Accela and the entity receiving services ("Customer") that incorporates this Policy by reference and is in addition to the terms and conditions for Consulting Services set forth in the Subscription Services Agreement.

Consulting Services Covered

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

Performance of Services

Accela shall provide the Consulting Services in accordance with the following terms:

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

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

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



- Provide access to Customer's premises and provide safe office accommodation and other facilities as reasonably requested by Accela to perform the Consulting Services.
- Have all equipment ready and available for Accela's access to perform the Consulting Services.
- Provide such materials or information as Accela may reasonably request to carry out the Consulting Services in a timely manner and ensure that such Customer materials or information are complete and accurate.
- Respond to Accela request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Accela to perform the Consulting Services in accordance with the requirements of the Consulting Service Order.
-

Privacy

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



Attachment 4

DataStorage Policy

Customer's Subscription Services comes with a limit of 2.5TB data storage. Data storage includes:

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

Additional storage can be purchased from Accela in blocks of 500GB, with a price of one thousand dollars (\$1,000) per year. When Customer 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 Customer's subscription renewal.

Data Retention

If Customer's Subscription Services expires or is otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela.

- If Customer's Subscription Services expire or are otherwise terminated, Accela will store Customer Data, as defined in the Subscription Services Agreement, for ninety (90) days (the "Retention Period"). During the Retention Period, provide Customer with a notice indicating its intention to delete its Customer Data.
- After the Retention Period, Accela will, within a commercially reasonable amount of time, disable the account and delete the Customer Data, including any cached or backup copies.

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

Frequently Asked Questions

Can Customer track its storage usage on the Accela Cloud?

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

What will happen if Customer exceeds its storage limit?

If Customer'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 Services 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.



Attachment 5

Enhanced Reporting Database Policy

This Accela Enhanced Reporting Database policy is an agreement between you (“You” or “Your”) and Accela. The Accela Enhanced Reporting Database (“Reporting Database”) license subscription gives You direct access to a database that is a replicated copy of the Accela Automation Tenant Transaction Database (“Transaction Database”). In addition to the terms and conditions of the Subscription Service Agreement, Your use of the Reporting Database is governed by the terms and conditions as set forth below. Accela reserves the right to revoke Your license should You fail to comply with these rules.

1. Reporting Database is SQL Server-based and will contain exact copy of data from the Transaction Database.
2. Accela will use commercially reasonable efforts to provide a near real-time sync between the Reporting Database and the Transaction database instances. Accela estimates the databases will be synced within seconds, however, in some circumstances this may take several minutes.
3. The Reporting database may only be accessed by authentication credentials provided to You by Accela from an IP address that is on your allow list. If You attempt to Access the Reporting Database from an IP addresses not on your allow list, your access will be denied. IP addresses can be added to or removed from your allow list by contacting Accela support.
4. The Reporting Database is read only and does not support updates, data synchronization or mirroring capabilities.
5. The Reporting Database is only supported in Accela’s SaaS solution hosted in Accela’s Azure environment.
6. Reporting database will be supported per the Standard SaaS Support Services Policy. Accela is not responsible for maintenance, availability or uptime of any external services or databases that reside outside of the Accela System even if they are interfacing with the Reporting Database.
7. You agree to work in good faith with Accela to mitigate any performance issues that might arise from overuse or abuse of the Reporting Database.
8. Accela reserves the right to interrupt any session that is running against the Reporting Database if, in Accela's sole discretion, the session is deemed to impact the availability or stability of the system as a result of long remote queue length or replication latency to the Reporting Database.