



## ACCELA SOFTWARE LICENSE AGREEMENT

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

### 1. DEFINITIONS.

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

1.2 "**Consulting Services**" means packaged or time and materials consulting, review, training or other services (but excluding Software and Support Services) delivered by Accela to Customer pursuant an Order. The current description of the Consulting Services Policy is available at [www.accela.com/terms/](http://www.accela.com/terms/).

1.3 "**Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter in conjunction of their use of the Software. Customer Data does not include any component of the Software or material provided by or on behalf of Accela.

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

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

1.6 "**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.

1.7 "**License Period**" means the duration of Customer's authorized use of the Software as designated in the Order, unless terminated earlier as set forth in this Agreement.

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

1.9 "**Software**" means any licensed software and Documentation that Accela uses or makes available as pursuant to an Order.

1.10 "**Support Services**" means those technical and help services provided by Accela in accordance with the respective Software Support Services Policy (On-Prem) located at [www.accela.com/terms/](http://www.accela.com/terms/).

1.11 "**Support Period**" means the period for which Customer has purchased Support Services, as set forth in the applicable Order Form.



1.12 “*Third Party Software*” means any software supplied to Accela by any party other than Accela included in the Software and may be available without charge for use, modification or distribution.

## 2. SOFTWARE LICENSE AND PROPRIETARY RIGHTS.

2.1 License Grant. Subject to Customers compliance with the terms and conditions of this Agreement, Accela grants to Customer a limited, nonexclusive, nontransferable, non-sublicensable, revocable right and license to use the Software for internal business purposes only during the License Period and for the quantity of units as designated in the Order to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Software 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.

2.2 Support Services. During the Support Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels as specified in the Support Services. 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.

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

2.4 Restrictions on Use. Except as otherwise expressly provided in this Agreement, Customer shall not and shall not permit others to: (i) use or access the Software in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Software available for access by third parties except as otherwise expressly provided herein; (iii) use the Software in a way that; (a) violates or infringes upon the rights of a third party; or (b) store or transmit of 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 Software (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 Software; (vi) access, use or provide access or use to the Software for the purposes of competitive analysis, 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 Software to competitors of Accela, (viii) access or use components of the Software not licensed by Customer; (ix) use or allow the use of, the Software by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter, or obscure any trademarks, Documentation ,warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Software; or (xi) access or use the Software 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 Software could lead to personal injury or severe physical or property damage.

2.5 Ownership and Proprietary Rights. Accela retains all Intellectual Property Rights, including all rights, title and license to the Software, Support Services, and Consulting Services, any related work product of the foregoing and all derivative works thereof by whomever produced. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software, Support Services or Consulting Services.

2.6 Customer's Responsibilities. Customer will be solely responsible for: (i) minimum systems requirements as set forth in the Documentation; (ii) for meeting, at a minimum, all industry standard and legal security requirements to prevent unauthorized access to the Software and Customer Data; (iii) Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer); (iv) the accuracy, quality, integrity and legality of Customer Data and External Users use of the Software interface; and (v) use of the Software, Support Services and Consulting Services only in accordance with the applicable Documentation, laws and government regulations.

### 3. PAYMENT TERMS.

3.1 Purchases Directly from Accela. Customer will be invoiced for those amounts and at prices set forth in an Order (an "**Invoice**"). All invoices are due and payable net thirty (30) days from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full, without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All 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. Where Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein and will limit access to Confidential Information to those of its employees, contractors and agents who need



such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

## 5. WARRANTIES AND DISCLAIMERS.

5.1 Software Warranty. Accela warrants that during the first ninety (90) days following the delivery of the Software, the Software shall materially perform in accordance with the applicable Documentation. Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Software in question; (b) replace the Software in question with that of substantially similar functionality; or, after making all commercially reasonable attempts to do the foregoing (c) terminate the applicable Software license and refund the fees paid for such Software subject to Customer's ceasing all use of and, if requested by Accela, returning to Accela all copies of the Software. If Accela repairs or replaces the Software, the warranty will continue to run from the original delivery date and not from Customer's receipt of the repair or replacement. The remedies set forth in this Section 5.1 are Customer's sole remedies and Accela's sole liability under the limited warranty set forth in this Section 5. The foregoing does not apply and becomes null and void if Customer breaches any material provision of this Agreement, or if Customer, any Authorized User, or any other person provided access to the Software by Customer or any Authorized User, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by Accela in writing.

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

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

5.4 Cannabis-Related Activities. If Customer purchases any Software 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 Software fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Software. 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.

**6. INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Software, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Customer, at Accela's expense, in the defense and/or settlement of such claim and (c) the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Accela Software and Services may be joined, Accela may seek to (a) modify the Accela Software and 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 applicable Software and Support Services so that it is non-fringing that provides substantially similar functionality and performance, or, if the first two options are not commercially practicable, (c) terminate the remainder of the License Period for the Software, and refund any pre-paid, unused fees. Accela will have no liability under this Section 6 to the extent for any claims arising from: (i) any combination of the Accela Software and Services with products, services, methods of a third party; (ii) a modification of the Accela Software and Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications (iii) any use of the Accela Software and Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Accela Software and Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 6 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

**7. LIMITATION OF LIABILITY.** EXCEPT AS PROHIBITED BY LAW, ANY LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT AS PROHIBITED BY LAW, ANY LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR 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. THIRD PARTY SERVICES.

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

8.2 Embedded Third Party Software. Third Party Software may be embedded in the Accela proprietary Software that is branded as Accela and sublicensed directly to Customer under this Agreement. Other Third Party Software is provided to Customer subject to a Third Party Software license, which is available from Accela at Customer’s request. Customer will have no recourse against Accela with respect to the Third Party Software unless Accela is the stated licensor and then only to the extent expressly provided for in this Agreement. Customer is solely responsible to do whatever is necessary or required by the third party licensor for the licenses and related terms to take effect (e.g. online registration).

## 9. TERM AND TERMINATION.

9.1 Agreement Term. The term of this Agreement begins on the Effective Date and will remain in effect until all License Periods expire or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the “**Term**”). This Agreement may be renewed at any time by execution of an Order Form referencing this Agreement, and any such renewal will be deemed part of the “Term” hereunder.

9.2 Termination or Suspension for Cause. A party may terminate this Agreement for cause upon thirty (30) days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

9.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, (i) all rights granted to Customer under this Agreement shall terminate, (ii) Customer will immediately stop use of the Software and destroy all copies of the Software within Customer’s possession and control; and (iii) each receiving party will return or destroy, at the disclosing party’s option, the disclosing party’s Confidential Information in the receiving party’s possession or control.

9.4 Surviving Provisions. Sections 1 (Definitions), 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 5.3 (Disclaimer), 7 (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) three (3) days after sending registered, return receipt requested, post or (iii) one day after sending by



commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement.

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 subject matter of 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. Further, in connection with the services performed under this Agreement and Customer's use of the Software, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

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

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

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