Accela, Inc.

Consolidated SaaS Support Policies

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

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

Policy 1

Accela, Inc.
Standard SaaS Support Services Policy
Dated: 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 SaaS services agreement ("Agreement") entered into between Accela and the recipient of such services ("Customer"). This Support Policy may be updated from time to time by Accela at its sole discretion.

General Requirements and Hours of Operation

a. **Ticketing Support**: Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time, Monday through Friday, excluding Accela's observed holidays.

b. **Telephone Support**: Accela's Customer Support Department, a live technical support facility, will be available 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 Accela'sobserved holidays.

c. **Online Support Material**: Available twenty-four (24) hours, seven (7) days a week, Accela will make specific archived Software updates and other technical information available to customers in Accela's online support databases.

(1) Authorized Support Contacts: These are individuals designated by the agency to be the primary contacts with Accela Technical Support. The agency 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 authorized contacts within the agency.

Authorized Support Contacts have the following privileges and responsibilities:
- Opening new support cases for the agency.
- Viewing all open cases related to their organization.
- Requesting system 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 the agency'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 Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

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

(4) Upgrade/Downgrade of Severity Level

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

(5) Customer Cooperation

Accela must be able to reproduce errors in order to resolve them. 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) Third-Party Product Support

If any third-party software is supplied by Accela, notwithstanding anything to the contrary, Accela disclaims all support obligations for such third-partysoftware unless expressly specified by Accela in Customer's Agreement.

(7) Exclusions

This Support Policy does not cover the following Support Exclusions:

a.   Support required due to Customer's or any End User's or third party's misuse of the Services;

b.   Support during times outside of Accela's regular business hours stated above;

c.   Support necessitated by external factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point;

d.   Support of or caused by customizations (if outside of Accela's best practice recommendations), configurationchanges, scripting, or data loss caused by or on behalf of Customer or any End User;

e.   Support of or caused by Customer's or any End User's or third party's equipment, software, or other technology (other than third party equipment within Accela's direct control);

f.   Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment and

g.   Support of any software add-ons supplied together with the Service (except where specified in the Customer's Agreement).

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

(1) Error Classification

Functional Definitions: Any major system functions required for delivery of Service to Customer, with Service defined as fulfillment of the Customer's business functions, as designed, by the SaaS product.

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

(2) <u>**Target Initial Response Time**</u>

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

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

[a] 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.

Policy 2

Accela, Inc.
Preferred SaaS Support Policy
Dated: May 31, 2022

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

General Requirements and Hours of Operation

    a. **Ticketing Support**: Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time, Monday through Friday, excluding Accela's observed holidays.

    b. **Telephone Support**: Accela Customer Support Department, a live technical support facility, will be available in English to your identified Authorized Support Contacts twenty-four hours a day, seven days a week (including weekends and holidays). Telephone support will be handled via a dedicated Preferred Support line. Access to Accela self-service resources is available 24x7 through the Accela Success Community site. Cases may be handled by a triage agent, who will document the case and route it to the appropriate Accela support engineer for resolution. Accela supportengineers will follow through on the case for the Authorized Support Contacts. Actual resolution time will vary. Resolutions can take many forms – a workaround, code update, user training, or other solution.

    c. **Online Support Material**: Available twenty-four (24) hours, seven (7) days a week, Accela will make specific archived Software updates and other technical information available to customers in Accela's online support databases.

(1) Authorized Support Contacts: These are individuals designated by the agency to be the primary contacts with Accela Technical Support. The agency can choose up to ten (10) 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 authorized contacts within the agency.

Authorized Support Contacts have the following privileges and responsibilities:
- Opening new support cases for the agency.
- Viewing all open cases related to their organization.
- Requesting system changes if needed.
- Engaging in communication with Accela Support about sensitive data.

It is expected that Support Authorized Support Contacts:

- Have completed Accela's Administrator Training.
- Possess unique knowledge about the agency'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 Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

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

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

(5) **Customer Cooperation:** Accela must be able to reproduce errors in order to resolve them. Customer shall cooperate and work closely with Accela to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate.Also, Accela may access **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) **Third-Party Product Support:** If any third-party software is supplied by Accela, notwithstanding anything to the contrary, Accela disclaims all support obligations for such third-partysoftware unless expressly specified by Accela in Customer's Agreement.

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

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

(8) **Monthly APO Data Loads**: The Preferred support plan includes a monthly upload of APO data to your hosted environment. This mustbe requested following the methods outlined in the case submission process in this document. All APO load caseswill be addressed as a Sev3 severity-level case.

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

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

(1) Error Classification:

Functional Definitions: Any major system functions required for delivery of Service to Customer, with Service defined as fulfillment of the Customer's business functions, as designed, by the SaaS product.

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

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

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 hour[a]
2	4 hours[a]
3	8 hours[a]
4	24 hours[a]

[a] Initial response times are 24x7, including weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Accela Success Community.