



**Accela, Inc.**

## **Consolidated On-Premise Support Policies**

**This document contains two policies, the Standard Support On-Premise Services and the Preferred Support On-Premise 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.**

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## Policy 1

### Accela Inc. Standard On-Premise Support Services Policy Dated: April 21, 2021

#### Legacy Releases

Accela will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". Accela will respond to maintenance requests concerning Legacy Releases only using currently available information. Services requiring additional research, engineering-level support, or coding or programming by Accela will not be provided pursuant to this MA but may be separately available at rates and on terms which may vary from those described herein.

#### 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 to Customer from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.
- c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customer certain archived software updates and other technical information in Accela's online support databases.

(1) **Agency Contacts:** "Agency Contacts" are the individuals who will be the primary users of the Support Plan. You may designate up to two (2) Agency Contacts and agree to let Accela know if they change.

Your Agency Contacts will be responsible for:

Overseeing your Agency's support case activity, developing and deploying troubleshooting processes within your Agency's organization.

Agency will ensure Agency Contacts:

Have completed the Administrator Training offered as part of Accela's implementation and adoption programs. Are knowledgeable about the Agency's configured solution in order to assist Accela in analyzing and resolving technical issues. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Accela in diagnosing and triaging the problem.

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**(2) Submitting a Case:**

Agency 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, Agency 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 is released it will be made available for general availability for on-premise customers on the Accela FTP site.

**(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:** As required, Customer will provide Accela or its authorized partner with appropriate access to Customer's facilities, data systems, and other resources. If security restrictions impair such access, Customer acknowledges that some Support Services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of the Software. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably-attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates. Accela must be able to reproduce errors in order to resolve them.

Agency agrees to 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 Agency Contacts account and/or an admin account and/or Agency'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, Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

**(7) Exclusions:** The following Support Exclusions are not covered by this Support Policy; however, they may be separately available at rates and on terms which may vary from those described herein:

- a. Support or Services required due to Customer's or any End User's or third party's misuse of the Accela maintained software;
- b. Support or Services required due to Software data loss by fault of Customer or corrections, customizations,

- or modifications not developed or authorized by Accela;
- c. Support or Services during times outside of Accela’s regular business hours stated above;
  - d. Support or Services necessitated by external factors outside of Accela’s reasonable control, including any force majeure event or related problems;
  - e. Support of or caused by customizations (if outside of Accela’s best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User;
  - f. Support of or caused by Customer’s or any End User’s or third party’s equipment, software or other technology;
  - g. Services required to resolve or work-around conditions which cannot be reproduced in Accela’s support environment;
  - h. Services which relate to tasks other than maintenance and support of Customer’s existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
  - i. Services requested by Customer to implement software updates provided by Accela pursuant to this Agreement; and
  - j. New or additional applications, modules, or functionality released by Accela during the term of this 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.

**(8) Error Classification**

**Functional Definitions:** For the purposes of error classification, essential or major functions include data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Severity	Definition
<b>Level 1</b>	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
<b>Level 2</b>	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).
<b>Level 3</b>	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
<b>Level 4</b>	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

**(9) Target Initial Response Time:**

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 <sup>a</sup>
2	3 days <sup>a</sup>
3	5 days <sup>a</sup>
4	7 days <sup>a</sup>

<sup>a</sup> Initial response times are including 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.

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## Policy 2

### Accela Inc. Preferred On-Premise Support Policy Dated: April 21, 2021

#### Legacy Releases

Accela will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". Accela will respond to maintenance requests concerning Legacy Releases only using currently available information. Services requiring additional research, engineering-level support, or coding or programming by Accela will not be provided pursuant to this MA but may be separately available at rates and on terms which may vary from those described herein.

#### 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 Agency 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 support engineers will follow through on the case for the Agency 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 available to Customer certain archived software updates and other technical information in Accela's online support databases.

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**(1) Agency Contacts:** “Agency Contacts” are the individuals who will be the primary users of the Support Plan. You may designate up to ten (10) Agency Contacts and agree to let Accela know if they change.

Your Agency Contacts will be responsible for:  
Overseeing your Agency’s support case activity, developing and deploying troubleshooting processes within your Agency’s organization.

Agency will ensure Agency Contacts:

Have completed the Administrator Training offered as part of Accela’s implementation and adoption programs. Are knowledgeable about the Agency’s configured solution in order to assist Accela in analyzing and resolving technical issues. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Accela in diagnosing and triaging the problem.

**(2) Submitting a Case:** Agency 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, Agency 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 is released it will be made available for general availability for on-premise customers on the Accela FTP site.

**(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 software, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current business impact.

**(5) Customer Cooperation:** As required, Customer will provide Accela or its authorized partner with appropriate access to Customer’s facilities, data systems, and other resources. If security restrictions impair such access, Customer acknowledges that some Support Services hereunder may not be provided to Customer. It is Customer’s sole responsibility to maintain current backup copies of its data and of its implementation of the Software. If Customer’s failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably attributable to such increased difficulty, as calculated at Accela’s then-current time-and-materials rates. Accela must be able to reproduce errors in order to resolve them.

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Agency agrees to 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 Agency Contacts account and/or an admin account and/or Agency'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, Accela disclaims all support obligations for such third-party software, 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 customers system and provide oversight 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) **Exclusions:** The following Support Exclusions are not covered by this Support Policy; however, they may be separately available at rates and on terms which may vary from those described herein:
- a. Support or Services required due to Customer's or any End User's or third party's misuse of the Accela maintained software;
  - b. Support or Services required due to Software data loss by fault of Customer or corrections, customizations, or modifications not developed or authorized by Accela;
  - c. Support or Services required by Customer to be performed by Accela outside of Accela's usual working hours;
  - d. Support or Services necessitated by external factors outside of Accela's reasonable control, including, but not necessarily limited to, Customer's user of software or hardware not authorized by Accela, any force majeure event or related problems;
  - e. Support of or caused by customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User;
  - f. Services required due to the operation of interfaces between the Accela-maintained Software and other software products or systems, even where such interfaces were provided or implemented by Accela;
  - g. Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
  - h. Services which relate to tasks other than maintenance and support of Customer's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
  - i. Services requested by Customer to implement software updates provided by Accela pursuant to this Agreement; and
  - j. New or additional applications, modules, or functionality released by Accela during the term of this 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.



**(9) Error Classification:**

**Functional Definitions:** For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

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).

**(10) Target Initial Response Time:** 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 hour <sup>a</sup>
2	4 hours <sup>a</sup>
3	8 hours <sup>a</sup>
4	24 hours <sup>a</sup>

<sup>a</sup> 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 electronically.