

## Accela, Inc.

### On-Premise Support Policy

This document contains the Standard Support On-Premise Service

#### Accela Inc.

#### Standard On-Premise Support Services Policy

Dated: June 3, 2022

##### Legacy Releases

Accela will provide maintenance support for the current release of each of its maintained Software 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. Service requiring additional research, engineering-level support, or coding or programming by Accela will not be provided pursuant to this On-Premise Support Policy (“Policy”), 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 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) Customer Contacts:** “Customer Contacts” are the individuals who will be the primary users of the Support Plan. You may designate up to two (2) Customer Contacts and agree to let Accela know if they change.

Your Customer Contacts will be responsible for:

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

Customer represents and warrants that Customer Contacts:

Have completed the Administrator Training offered as part of Accela's implementation and adoption programs. Are uniquely knowledgeable about the Customer's configured solution in order to assist Accela in analyzing and resolving technical issues. Have a good 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:**

Customer 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 sole 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. 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 Policy, and all such terms or conditions shall be null and void.

**(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, 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 shall 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 Service 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.

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 Customer Contacts account and/or an admin account and/or Customer 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-party software unless expressly specified by Accela in the Agreement.

**(7) Exclusions:** The following Support Exclusions are not covered by this 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 in writing 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, without limitation, any force majeure event;
- e. Support of or caused by customizations, 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 including, without limitation, enhancing or adapting such products for specific operating environments;
- i. Services requested by Customer to implement Software updates provided by Accela pursuant to the Agreement; and
- j. New or additional applications, modules, or functionality released by Accela during the term of the Agreement.

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

**(8) 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 Accela product.

Severity	Definition
<b>Level 1</b>	Software is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
<b>Level 2</b>	Software is affected and there is no workaround available or the workaround is impractical (e.g. Software response is very slow, day to day operations continue but are impacted by the work around).
<b>Level 3</b>	Software is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
<b>Level 4</b>	Software 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.