



Accela, Inc.
Managed Application Services Policy

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1 Introduction & Applicability

This Accela (“Accela”) Managed Application Services (“MAS”) Policy (“the “Policy”) governs the terms under which Accela provides MAS where MAS is also subject to the Subscription Services Agreement (“Agreement”) entered into between Accela and the purchaser of such Subscription Services (“Customer”). As between the Policy and the Agreement, notwithstanding anything to the contrary, the Policy takes precedence over the Agreement in regard to MAS. The Policy may be updated from time to time by Accela in its sole discretion. This Policy only applies to Customers that have purchased Accela Managed Application Services.

The Policy describes the terms and conditions for Accela’s delivery of the MAS offering for the day-to-day management of your Accela SaaS platform application. Only those services expressly detailed herein are included within the scope of the MAS offering and all other services are excluded including, but not limited to, the specific exclusions included herein for clarity.

The MAS does not replace the Accela Customer Support or Professional Services and all MAS customers will still be required to carry standard or preferred Customer Support services for the monitoring and incident management of their SaaS platform.

2 Services Included in the MAS Offering

This section covers the specific activities that will be included within the MAS offering.

2.1 Basic System Administration Activities

MAS includes both Basic and Advanced administration activities. This section includes those basic administration tasks immediately below and advanced administration tasks are detailed in the following section. All activities that are not expressly included in Sections 2.1, 2.2, 3.1 and 3.2 are deemed out of scope of the MAS offering.

- Ticketing intake/entry from named Customer Contacts
- MAS Ticket monitoring and oversight
- Accela Support team ticket routing and oversight for required support items
- Creation of Accela platform user accounts
- Disabling/deleting of Accela platform user accounts
- Password Changes for Accela platform user accounts
- Adding/modifying Accela platform user permissions and groups (limited to 2 per month)
- Service pack testing support

2.2 Advanced System Administration Activities

The advanced systems administration activities included within the scope of the MAS are as follows.

- Escalation for advanced troubleshooting needs of in-scope items
- Proactive guidance on agency-led testing for major releases
- Optimization Assessment and Road Map (twice annually)
- Periodic Solution Releases (limited to 1 quarterly release, as further set forth in Section
 - Adding new workflows
 - Modifications of existing workflows
 - Business rule automation development and modifications
 - Fee calculation development and modifications

- Urgent configuration issue resolution
- Development and modification of reports
- Advanced scripting and automation of existing configuration
- Enhancements to existing integrations (limited to 1 quarterly release)
- Implementation of new product features (limited to 1 quarterly release)

3. Managed Application Services System Enhancement Requests

This section provides further detail into the scope of services related to periodic system enhancements provided in the MAS offering.

3.1 Supported Frequency of Periodic System Enhancements

The MAS team will support (1) quarterly release for customer enhancements. The following list denotes all activities supported in the quarterly enhancements.

- Configuration changes to add/modify workflows
- Configuration changes to develop/modify/automate business rules
- Configuration changes to develop/modify fee calculations
- Development and modification of reports
- Advanced scripting and automation of existing configuration

3.2 Scope of Services Supported in Periodic System Enhancements

The MAS team will work with the named Customer Contacts on a prioritized list of items to be included in the upcoming quarterly release and what will need to be deferred to a later, subsequent enhancement release cycle.

The scoping and estimating process of what can be included within the quarterly release is the sole discretion of the MAS team and other pertinent Accela staff (as needed). Any urgent requirement that would push the scope of the quarterly enhancements beyond what is deemed feasible by the MAS team will require a separate Professional Services engagement.

3.3 Out of Scope Activities

For the purposes of clarity and without limitation, the activities listed below are always deemed outside of the scope of the MAS. All out of scope services would be subject to additional professional services fees and delivered only upon mutual agreement of the parties.

- Implementation of new record types
- Implementation of new integrations (interfaces)
- On-site support
- Customer's end-user support
- Customer end-user helpdesk ticketing intake or processing
- Creation of any intellectual property

4 Managed Application Services Ticket Management

This section covers the MAS service request ticketing, escalation processes and management.

4.1 Access to the MAS Team

Each customer may designate up to four (4) named employees (the "Customer Contacts") to open, escalate and close out tickets. Only such Customer Contacts will have the ability to open

tickets and interact with the MAS team. In the event required, Customer Contacts will have responsibility to manage any end user interactions and pass such information to the MAS team.

4.1.1 Responsibilities of Customer Contacts

Customer Contacts shall be responsible for the following items.

- Opening all MAS requests via the Accela Success Community online portal, email submission or phone call options
 - Handling all helpdesk and direct end-user support activities
 - Overseeing your Agency's support case activity, working with the MAS team to help as needed to replicate reported system issues during the troubleshooting process
 - Completing the Administrator Training offered as part of Accela's implementation and adoption programs
- Possessing a sufficient working knowledge of the Agency's configured solution enabling them to provide detailed and accurate information to the MAS team in the tickets and, assisting Accela in replication of reported issues and further triaging of issues, as needed

4.2 Creation, Escalation and Closing of MAS Tickets

MAS help tickets can be opened via one of the three following methods detailed below. MAS staff is available to provide services, in English, to Customer Contacts from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays ("MAS Service Hours"). Regardless of method of submission, tickets shall be addressed using reasonable commercial efforts during MAS Service Hours.

- **Telephone.** Customer Contacts may submit tickets by calling – **1 (888) 722-2352, extension 5** during the MAS Service Hours.
- **E-mail.** Tickets may be created twenty-four (24) hours per day, seven (7) days per week by sending an email to the dedicated support/MAS email box – mas@accela.com.
- **Community Portal.** Tickets may further be created, tracked and managed twenty-four (24) hours per day, seven (7) days per week via the Accela Success Community Portal, located at <http://success.accela.com/s/>.
- Specific response, isolation and resolution times will be mandated by the appropriate Service Level Objective that applies to the MAS ticket in question as noted in this document. Both email and portal availability may be subject to system maintenance interruption from time to time and Accela shall make commercially reasonable efforts to inform customers in advance of such maintenance.

Notwithstanding the forgoing, to enable a timely response of Severity 1 and Severity 2 issues customers are required to submit such issues via Telephone and such tickets submitted through other means will not be responded to in accordance with the targeted response times and not subject to the applicable SLAs.

5 Managed Application Services Service Level Objectives

This section covers the service levels associated with the MAS. This section will solely be focused on the service level objectives that cover the Managed Application Service and all other SLAs for Standard and Preferred Support will be covered under those separate documents.

5.1 Prioritization of Tickets

Tickets will be worked in order of priority. Priorities are established by the MAS team on a per-

ticket basis depending on a variety of factors, for example, severity, scope of impact, and Service Level Agreements/Targets (SLAs/SLTs).

5.2 Investigation and Diagnosis of Reported Incidents

The MAS team will investigate and diagnose to determine the cause of the incident. Once the cause has been identified, the MAS team will update the ticket with the pertinent troubleshooting information and then proceed to the resolution phase.

5.3 Resolution/Work-around of Reported Incidents

After the incident cause has been identified, the MAS team will work to resolve the incident. The resolution process includes actions taken by the MAS team to restore functionality or implement a workaround. The MAS team may incorporate work-around solutions to restore substantial or partial functionality depending upon the complexity of the required resolution. In this case, the incident will remain open until resolved or closed by request of the customer. If the identified solution to a reported incident requires a substantive change to the customer’s environment and a workaround has been provided the Accela reserves the right to downgrade the severity of the ticket once that resolution has been identified and communicated to the Customer Contacts until the resolution can be implemented (i.e., a given resolution that requires quarterly service packs, product release upgrades, etc.)

5.4 Upgrading/Downgrading Severity Levels

If, during the process of working a customer MAS ticket, 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 customer’s environment, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact at Accela’s reasonable discretion. If the current priority of your MAS ticket requires a change in severity level you will be notified of this change by the MAS team in the form of an update to the ticket.

Service Level Targets – Initial Ticket Response Time and Resolution/Workaround

Priority Level	Initial Response Time Target	Resolution/Work Around Target	Business Impact Implications
Severity 1 (Critical)	1 Hour*	1 Business Day**	Is having a high impact on the affected Application or Service with no acceptable bypass or workaround as defined by the key users.
Severity 2 (High)	4 Hours*	2 Business Days**	System or service functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable bypass or workaround exists, as defined by the key users –or- A Critical Function single user is unable to use a system/service or a component of a system/service that is necessary for him/her to perform his/her critical work activity.
Severity 3	8 Hours*	10 Business	A single user is unable to use a system/service or a

(Medium)		Days**	component of a system/service that is necessary for him/her to perform his/her primary work activities - or- A system or service has encountered a non-critical issue with minimal loss of functionality or is working at minimally degraded capacity or performance.
Severity 4 (Low)	24 Hours*	Scheduled for Periodic Quarterly Releases**	Report of event not impacting work efficiency of a single user –or- Any Standard Service Request

* Response times are MAS Service Hours. Severity Level 1 and 2 cases must be submitted via telephone. Severity Level 1 and 2 target initial response times do not apply to cases submitted electronically.

** Issue Isolation and Remediation time objectives are 14x5, on standard working days.

6 Managed Application Services Change Management Procedures

This section covers how the MAS team will work with the named Customer Contacts to ensure that all support and enhancement activities align with the Accela change control process for all configuration, updates, and fixes.

6.1 Scope of MAS Team Change Control Process

The MAS team will work with the named Customer Contacts to relay all pertinent information related to the Accela change control process and the timing of any pertinent yearly updates and service pack releases. It will be the sole responsibility of the Customer Contacts to take the information supplied by the MAS team to update other customer staff or change control processes as required to adhere to stated customer policies for change control and configuration management.

The MAS team will not be responsible for directly interacting with customer’s change control or configuration management processes and a customer contact will be required to facilitate any internal change control processes and related messaging.

6.2 MAS Team and Accela Config and Release Management Control

Once customer onboarding is completed the MAS team will take over the management of any Accela platform related changes and configuration updates. Any changes proposed by the customer will be required to be approved by the MAS team so that they can ensure any pertinent configuration changes and updates will adhere to the Accela change control and configuration management process and best practices.

Any changes to the customer’s Accela Platform environment that are not vetted by the MAS team and have an adverse effect on the customer’s Civic Applications or overall operating environment are outside the scope of the MAS.

7 Managed Application Services Continual Service Improvement (CSI) Process

This section covers the scope of services related to the MAS team’s Continual Service Improvement process. This CSI process is intended to create standardized communication and review cadences to

ensure the MAS team is both receiving and providing feedback for service and platform improvement.

In order to facilitate continual improvement of the customers systems and operations, Accela will perform the following:

- Bi-Annual Platform Assessments and Recommendations
- Monthly Service Reviews

7.1 Supported Frequency and Scope of Bi-Annual Platform Assessments

As a part of the scope of included services for the MAS the MAS team will support two (2) annual platform assessment and recommendation sessions. These assessment and review sessions will focus on the following core components:

- Adoption of Accela best practice standards
- Automation that will minimize work required by the customer
- Utilization of new features to provide a better user experience

7.2 Review and execution of the Assessment and Roadmap Findings

Upon completion of the (2) annual assessment and roadmaps the MAS team will schedule a time to review the findings with the Customer Contacts. Upon completion of each review the MAS team will work with the named Customer Contacts to decide what, if any, of the findings contained in the bi-annual assessment should be implemented.

Assessment items selected will be added to that rolling list of improvements and will be addressed during the next subsequent quarterly release. Any items deemed not in scope may be addressed with a Professional Services engagement.

7.3 Standard MAS Service Review and Tuning Cadences

The Accela MAS Team will schedule bi-weekly standing meetings with the named Customer Contacts. This bi-weekly cadence will be used to address any items of concern that may need to be adjusted over time to ensure the best customer experience for the Accela MAS customers. The following list includes the supported agenda items for these review and tuning cadences:

- Review of currently opened MAS support tickets and pertinent progress
- Review of current priority for tickets for any upgrade/downgrade of severity levels required
- Review and update System Enhancement list
- Review required changes to the communication structure moving forward between the MAS team and the named Customer Contacts, such as:
 - Setting appropriate severity levels for tickets;
 - Review of pertinent engagement methods for specific severity levels (always call for sev1/sev2, for instance)

8 General Managed Application Services Assumptions

This section notes any other peripheral assumptions that should be noted as a part of the MAS offering

8.1 Customer Cooperation

Accela must be able to reproduce errors to resolve them. Agency agrees to reasonably 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. 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.

8.2 Third Party Product Support

Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

8.3 Named MAS Team Account Lead

Accela will provide a named team representative for any MAS customers. The named MAS team member will act as a lead for the account, have knowledge of the customers system, provide oversight for any support cases created with Accela, and will actively participate in any assessment and review cadences.

8.4 Peripheral Online Support Material

Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customers certain archived software updates and other technical information in Accela's online support databases for their reference.

8.5 MAS General Service Exclusions

The following Support Exclusions are not covered by this Managed Application Services Policy:

- MAS assistance required due to Customer's or any End User's or third party's misuse of the Services.
- MAS assistance during times outside of Accela's regular business hours stated above.
- MAS assistance 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.
- MAS assistance 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.
- MAS assistance 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).
- MAS assistance to resolve or work-around conditions which cannot be reproduced in Accela's support environment beyond a commercially reasonable effort.
- Support of any software add-ons supplied together with the Service (except where specifically referenced in the MAS 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.
- **PLEASE NOTE: CUSTOMERS MIGRATING FROM ON-PREM TO SAAS**

FOR CUSTOMERS MIGRATING FROM ON-PREM TO SAAS, ELEMENTS OF MANAGED APPLICATION SERVICE THAT RELY ON ACCELA'S SAAS SERVICE, AS DELINEATED IN THE SUBSCRIPTION SERVICE AGREEMENT, ARE APPLICABLE ONLY UPON COMPLETION OF THE MIGRATION AND PRODUCTION-USE OF CUSTOMER'S SOLUTION WITHIN THE ACCELA

SAAS CLOUD. WHILE OPERATING ACCELA SOFTWARE ON PREMISE THE AGENCY IS RESPONSIBLE FOR RELATED SERVER, NETWORK, GIS ADMINISTRATION. THE MAS SERVICES THAT ARE EXCLUDED FROM THIS INTERIM PERIOD INCLUDE:

- a) ANY SERVICE LEVEL AGREEMENTS OR SERVICE LEVEL TARGETS
- b) ANY SYSTEM ENHANCEMENTS
- c) ANY IMPLEMENTATION OF NEW PRODUCT FEATURES

9 LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL ACCELA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH MANAGED APPLICATION SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO ACCELA FOR THE MANAGED APPLICATIONS SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.