Managed Application Services On-Demand Policy

1   Introduction & Applicability

This Accela, Inc. ("Accela") Managed Application Services On-Demand ("MAS On-Demand") Policy ("the "Policy") governs the terms under which Accela provides MAS On-Demand where MAS On-Demand is also subject to the Subscription Services Agreement ("Agreement") previously entered into between Accela and the purchaser of such Subscription Services ("Customer"). If no Subscription Services Agreement has been entered into between the purchaser of MAS On-Demand and Accela, notwithstanding anything to the contrary, the Accela Subscription Services Agreement at www.accela.com/term/ will apply. As between the Policy and the Agreement, notwithstanding anything to the contrary, the Policy takes precedence over the Agreement in regard to MAS On-Demand. This Policy (1) may be updated from time to time by Accela in its sole discretion and (2) only applies to Customers that have purchased Accela MAS On-Demand. Any definitions not found in this Policy can be found in the Agreement or therein Documents.

This Policy describes the terms and conditions for Accela's delivery of the MAS On-Demand offering for the day-to-day management of a Customer's Accela Subscription Services. Only those services expressly detailed herein are included within the scope of the MAS On-Demand offering and all other services are excluded including, but not limited to, the specific Exclusions included herein for clarity.

MAS On-Demand does not replace Accela Customer Support or Professional Services and all MAS On-Demand Customers will still be required to carry Standard or Preferred Customer Support Services for the monitoring and incident management of their Subscription Services.

1.1   Subscription and Hours Management

The MAS On-Demand offering is an annual subscription, where the Customer will purchase a set number of hours for the day-to-day management of its Accela Subscription Services. The set number of hours will be divided equally into each quarter per annum. At the end of each quarter, any remaining hours will expire and no longer be available for use in later quarters. In the last quarter of an annual term, any remaining hours will expire and will not be available for the next new annual term. It is the responsibility of the Customer to use the quarterly allocation of hours for each quarter.

1.1.1   Procurement of Hours

A Customer is able to procure MAS On-Demand hours by using the Base Service as the initial or foundational procurement. Thereafter, additional MAS On-Demand hours may be purchased by using the Service Packs. Customers can only procure one Base Service but can procure one or many Service Packs. Rates to calculate the service rates will be calculated based on the scope of services needed. The minimum service needs to be two year subscription with minimum hours starting at 300 hours annually.

Service Line Item	Definition
MAS On-Demand Services	This service covers basic administration an enhancement tasks as defined per the Client's needs

The table below illustrates how the different service line items can be used in conjunction with one another:

Service Examples	Q1	Q2	Q3	Q4	TOTAL
MAS On-Demand Service Example 1	75	75	75	75	300
MAS On-Demand Service Example 2	125	125	125	125	500

1.1.2 Additional Hours

Additional MAS On-Demand hours may be added to a Customer's MAS On-Demand on the anniversary date of the annual renewal.

1.1.3 Terms

Accela will co-term a Customer's annual MAS On-Demand subscription with the Customer's Agreement.

1.1.4 Hours Management

Accela will provide the Customer with monthly usage reports (delivered by email) summarizing MAS On-Demand hours used ("Report"). The Report will include the total quarterly MAS On-Demand hours allocated, MAS On-Demand hours consumed to date, remaining MAS On-Demand hours, and a summary of activities or tickets associated with the MAS On-Demand hour usage. The Reports provided are for informational purposes only. The Customer is responsible for tracking MAS On-Demand usage and planning support needs to ensure usage of allocated hours within each quarter in an annual term.

2 Services Included in the MAS On-Demand Offering

This Section 2 covers the specific activities that will be included within the MAS On-Demand offering.

2.1 MAS On-Demand Request Process

MAS On-Demand allows a Customer to request Administrative and Enhancement needs through an estimation process ("Request"). Once the Request is received, the MAS On-Demand team will provide an estimate of hours, duration, and tentative start date, for which the Customer must review and approve before any work will start ("Estimate"). Once the Customer approves the Estimate, the MAS On-Demand team will coordinate with the Customer to schedule the MAS On-Demand work. Hours used to perform analysis and build the estimate will be decremented from the allocated hours for the quarter.

2.1.1 MAS On-Demand Request Limits

MAS On-Demand is not a replacement for project-based requests. The following example criteria will be used to evaluate each Request that appears, to the MAS On-Demand Team, to be over 80 hours and within scope for MAS On-Demand.

1. Will the Request require project management to manage the work to be completed?
2. Does the Request require the MAS On-Demand Team to provide business analysis services to capture requirements?
3. Does the Request scope include data conversion services?
4. Does the Request scope include a complex integration?

The MAS On-Demand team will make a determination if the Request should be handled as a project (and not a MAS On-Demand effort), requiring an implementation management plan and professional services.

2.1.2   Customer MAS On-Demand Contacts

Each Customer may designate up to four (4) named employees (the "Customer Contacts") to open, escalate, and close out MAS On-Demand tickets. Only these Customer Contacts will have the ability to open tickets and interact with the MAS On-Demand Team. Customer Contacts will also have responsibility to manage any end user interactions and pass such information to the MAS On-Demand Team.

2.1.3   Responsibilities of Customer Contacts

Customer Contacts shall be responsible for the following items:
- Opening all MAS On-Demand requests via the Accela Success Community online portal, by email submission, or by phone call options,
- Handling all helpdesk and direct end-user support activities,
- Overseeing Customer's Support Case activity, working with the MAS On-Demand 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 sufficient working knowledge of Customer's configured solution so that the Customer Contact can provide detailed and accurate information to the MAS On-Demand Team for tickets, assisting the Accela On-Demand Team in replication of reported issues, and further triaging of issues, and
- Managing the usage of the quarterly MAS On-Demand hours' allocation.

2.1.4   Creation, Escalation and Closing of MAS On-Demand Tickets

MAS On-Demand tickets can be opened via one of the three following methods detailed below ("Tickets"). The MAS On-Demand Team is available 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 as soon as possible 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_od@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/.
- Both email and portal availability may be subject to system maintenance interruption from time to time, and Accela shall endeavor to inform customers in advance of such maintenance.

Notwithstanding the foregoing, to enable a timely response of Severity 1 and Severity 2 issues, Customer's are encouraged to submit Requests by Telephone.

2.2   Potential MAS On-Demand Activities
MAS On-Demand includes the below activities in this Section 2.2 ("In-Scope Activities"). All activities that are not expressly included in this Sections 2.2 are deemed out of scope for MAS On-Demand. The quote will include the types of activities based on the service sizing effort:
- Ticketing intake/entry from named Customer Contacts,

- 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),
- 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,
- Accela Construct API and Accela Civic Platform implementation of new integrations (interfaces),
- Enhancements to existing integrations (limited to 1 quarterly release),
- Implementation of new product features (limited to 1 quarterly release),
- Implementation of new record types, and
- Trouble tickets can be requested, but they will follow the same SLAs/SLOs as a normal request ticket list in Section 3.

2.3   Out of Scope Activities

For the purposes of clarity, and without limitation, the activities listed below are always deemed out of scope for MAS On-Demand ("Out-of-Scope Activities"). All Out-of-Scope Activities would need to be described in a separate contract document, subject to mutual agreement of the parties.

- On-Site Support,
- Customer's end-user support,
- Customer end-user helpdesk ticketing intake or processing,
- Creation of any intellectual property, and
- Items deemed to be performed under an Accela Professional Services project methodology.

3   MAS On-Demand Service Level Objectives

This Section 3 solely and exclusively covers the service levels associated with MAS On-Demand ("MAS On-Demand Service Levels").

3.1   Prioritization of Tickets

Tickets will be addressed in order of priority. Priorities are solely established by the MAS On-Demand 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).

If, during the process of working a Request, the Request 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 Ticket requires a change in Severity Level you will be notified of this change by the MAS On-Demand Team in the form of an update to the Ticket.

Service Level Targets – Initial Ticket Response Time

Severity Level	Response Time	Fulfillment Target (1)	Business Impact Implications
Severity 1 (Critical)	24 Hours	As part of the evaluation Accela will provide a timeline to complete the work	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)	24 Hours	As part of the evaluation Accela will provide a timeline to complete the work	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 (Medium)	24 Hours	As part of the evaluation Accela will provide a timeline to complete the work	A 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 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	As part of the evaluation Accela will provide a timeline to complete the work	Report of event not impacting work efficiency of a single user –or- Any Standard Service Request

4   MAS On-Demand Change Management Procedures

This Section covers how the MAS On-Demand 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.

4.1   Scope of MAS On-Demand Team Change Control Process

The MAS On-Demand 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 On-Demand 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 On-Demand 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.

4.2 MAS On-Demand Team and Accela Config and Release Management Control

Once Customer onboarding is completed, the MAS On-Demand 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 On-Demand Team so they can ensure any pertinent configuration changes and updates 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 On-Demand Team and have an adverse effect on the Customer's Subscription Services or overall operating environment are outside the scope of MAS On-Demand.

5 General MAS On-Demand Assumptions

This Section 5 notes any other peripheral assumptions that should be noted as part of MAS On-Demand.

5.1 Customer Cooperation

Accela must be able to reproduce errors to resolve them. Customer 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 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.

5.2 Third Party Product Support

Accela disclaims all support obligations for any and all third-party software, unless expressly specified by Accela in the Agreement.

5.3 Named MAS On-Demand Team Account Lead

Accela will provide a named team representative for any MAS On-Demand Customers. The named MAS On-Demand team representative will act as a lead for the account, have knowledge of the Customer's system, provide oversite for any support cases created with Accela, and will actively participate in any assessment and review cadences. Such team representative will be identified in an applicable Order Form.

5.4 Peripheral Online Support Material

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

5.5 MAS On-Demand General Exclusions

The following are "Support Exclusions" which are exemplary of what is not covered by MAS On-Demand:
- Assistance required due to Customer's or any End, External, or Authorized Users or third party's misuse of the Subscription Services,
- Assistance during times outside of Accela's regular business hours stated above,
- Assistance necessitated by external factors outside of Accela's reasonable control, including, without limitation, any force majeure event or Internet access or related problems beyond what MAS On-Demand provides,

- Issues 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, External, or Authorized User,
- Issues caused by Customer's or any End, External or Authorized User's or third party's equipment, software or other technology (other than third party equipment within Accela's direct control),
- 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 Subscription Service (except where specifically referenced in the Agreement).

Disclaimer:
- 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,
- Unused hours expire at the end of the annual MAS On-Demand term and reset based on the quantity of the hours,
- The MAS On-Demand Team may determine that the Request cannot be completed given the number of days left on the annual MAS On-Demand term prior to the hours expiring. This is so Customers do not back-load the hours near the end of the annual MAS On-Demand term date to not oversaturate the MAS On-Demand Team with Requests so that all Customers can be serviced based on this Policy.
- PLEASE NOTE: FOR CUSTOMERS MIGRATING FROM ON-PREM TO SAAS, ELEMENTS OF MAS ON-DEMAND THAT RELY ON ACCELA'S SUBSCRIPTION SERVICES, 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 SUBSCRIPTION SERVICES CLOUD. WHILE OPERATING ACCELA SOFTWARE ON PREMISE, THE CUSTOMER IS RESPONSIBLE FOR RELATED SERVER, NETWORK, AND GIS ADMINISTRATION. THE MAS ON-DEMAND SERVICES THAT ARE EXCLUDED FROM THIS INTERIM PERIOD INCLUDE:
  a) ANY SERVICE LEVEL AGREEMENTS OR SERVICE LEVEL TARGETS,
  b) ANY SYSTEM ENHANCEMENTS, AND
  c) ANY IMPLEMENTATION OF NEW PRODUCT FEATURES.

6   LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL ACCELA'S AGGREGATE LIABILITY ARISIING OUT OF OR IN CONNECTION WITH MAS ON-DEMAND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO ACCELA FOR MAS ON-DEMAND 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.