

Accela, Inc.

Accela AI Product Specific Terms

Terms governing AI Functionality in Accela products and services

Document Title	Accela AI Product Specific Terms
Audience	Customers, prospective customers, and partners
Classification	Public — may be shared externally
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Next Review	Reviewed at least annually
Policy Owner	Legal & Compliance / AI Governance Program
Related Documents	Responsible AI Use Policy; Privacy Policy (accela.com/privacy-policy); your agreement with Accela, including any data processing terms

These AI Product Specific Terms (these 'AI Terms' or the 'PST') are incorporated into and form part of the Subscription Services Agreement or other written agreement between Accela, Inc. (on behalf of itself and its product-line affiliates, including OpenCounter, ePermitHub, and Novotx) ('Accela') and Customer (the 'Agreement'). These AI Terms apply to all AI Functionality (as defined below) made available as part of the Subscription Services under any Order — across all Accela product families, including the Accela Civic Platform (including Civic AI, SecurePay, ERD, and MAS), OpenCounter, ePermitHub, and Novotx products identified in Schedule A — and to Accela's use of AI tools in delivering Support Services, Consulting Services, and other services under the Agreement. Capitalized terms not defined in these AI Terms have the meanings given in the Agreement. The current version of these AI Terms is located at www.accela.com/terms/. These AI Terms may also be incorporated into the Agreement by reference in an Order (including a renewal Order), in which case they apply to the products and AI Functionality specified in that Order — including products originally provided under a Novotx, OpenCounter, or ePermitHub agreement.

Order of precedence: In the event of a conflict between these AI Terms and the body of the Agreement with respect to AI Functionality, these AI Terms control. Where a Country Module in Section 11 applies to Customer, that Country Module controls over the body of these AI Terms to the extent of any conflict. Nothing in these AI Terms expands or limits the limitations and exclusions of liability in the Agreement, which control in all events.

1. Definitions

1.1 'AI Functionality' means any feature of the Subscription Services that uses machine learning, large language models, or other artificial intelligence or automated processing techniques to generate content, recommendations, classifications, or determinations, including (a) Assistive Functionality and (b) Review Functionality. Features that operate solely by deterministic, human-configured rules logic (for example, rules-engine permit guides whose content is authored and verified by Customer staff) are not AI Functionality, even where an AI conversational layer may be offered alongside them.

1.2 'Assistive Functionality' means AI Functionality that provides guidance, drafting assistance, summarization, search, translation, classification of an inquiry or request, or other aid to an Authorized User or External User in connection with completing, submitting, or processing an application, request, or record, and that does not itself generate a determination as to approval, denial, or compliance.

1.3 'Review Functionality' means AI Functionality that analyzes an application, submittal, or supporting materials (including building plans, drawings, or specifications) against codes, rules, or criteria configured by Customer, and generates an output identifying potential issues, compliance status, or a recommended determination (an 'AI Recommendation').

1.4 'AI Output' means any content, recommendation, classification, score, or other result generated by AI Functionality, including AI Recommendations.

1.5 'Automated Decision' means a final determination approving, denying, conditioning, or revoking a permit, license, or application that is made without Required Human Review.

1.6 'Required Human Review' means the review of an AI Recommendation, prior to it becoming binding or being communicated to an External User, by an Authorized User with authority to accept, reject, or modify that AI Recommendation.

1.7 'Model Provider' means Accela or a third-party subprocessor whose foundation model, hosting, or inference infrastructure Accela uses to deliver AI Functionality.

1.8 'Applicable AI/Privacy Laws' means all applicable federal, state, provincial, territorial, and local laws, regulations, and binding governmental guidance relating to artificial intelligence, automated decision-making, or the processing of personal information in connection with AI Functionality, in the jurisdictions in which Customer uses the Subscription Services (including, where applicable, algorithmic accountability, automated decision-making, and citizen notice or consent requirements).

1.9 'AI Incident' means a systemic error, malfunction, or material degradation in Review Functionality confirmed by Accela to have produced materially inaccurate AI Recommendations across Customer's production instance, as distinguished from ordinary variability, individual output errors, or errors attributable to Customer's configuration or data.

1.10 'Citizen Data' means Customer Data loaded or submitted by External Users or other individuals interacting with Customer through the Subscription Services, including in connection with submitting permitting applications, applying for licenses, submitting service requests, and other use cases. Citizen Data does not include information submitted by Authorized Users who are employees of Customer, except to the extent such information incorporates Citizen Data, and then only to that limited extent.

1.11 'Agency Data' means Customer Data loaded or submitted by Customer or its Authorized Users, excluding Citizen Data.

1.12 'AI Policy' means the Accela Responsible AI Use Policy, Accela's public transparency statement regarding its use of artificial intelligence, available at www.accela.com/terms. The AI Policy is referenced for transparency and is not incorporated into, and does not modify, the Agreement or these AI Terms.

1.13 'Country Module' means the jurisdiction-specific provisions in Section 11 applicable to the country or region in which Customer is established.

2. Nature of AI Functionality; Intended and Acceptable Use

2.1 Decision Support, Not Autonomous Decisioning. Review Functionality is designed and provided as a decision-support tool. It does not, and is not intended to, replace the independent judgment of Customer or its Authorized Users. Accela does not warrant, and Customer shall not represent to any Authorized User, External User, or applicant, that any AI Output constitutes a final governmental determination.

2.2 No Automated Decisions. Customer shall not use, and shall not permit any Authorized User to use, AI Functionality to make an Automated Decision. Every determination approving, denying, conditioning, or revoking a permit, license, or application must receive Required Human Review before it is communicated to, or otherwise relied upon with respect to, an External User.

2.3 Configuration. Customer is solely responsible for configuring the codes, rules, and criteria applied by Review Functionality and by any deterministic rules engine that AI Functionality draws upon, and for validating that such configuration reflects applicable law prior to deployment.

2.4 AI Acceptable Use. In addition to Section 2.4 (Restrictions on Use) of the Agreement, Customer shall not use AI Functionality: (a) to identify or verify the identity of a natural person by means of biometric data; (b) to evaluate, score, or classify natural persons based on social behavior or personal characteristics unrelated to the application or request under review; (c) as the sole basis for any law-enforcement, code-enforcement, or penalty action against a natural person; (d) to extract or derive the underlying models, weights, or training methods of the AI Functionality; or (e) in violation of any acceptable-use requirements of a Model Provider that Accela has communicated to Customer in the Documentation. Accela may suspend access to AI Functionality in accordance with the Agreement for a violation of this Section 2.4.

2.5 Usage Plans and Rate Limits. AI Functionality may be subject to the usage plans, capacity tiers, and rate limits specified in the applicable Order or Documentation (including per-user, per-tenant, and per-session limits). Accela may apply reasonable technical rate limits to protect the security, integrity, and availability of the Subscription Services. Changes to standard usage plans will be communicated in advance of the renewal in which they take effect, in accordance with the Agreement.

2.6 Customer-Deployed AI; Automated Access. 'Automated Access' means access to the Subscription Services by software that sends requests without contemporaneous human action,

including AI agents, bots, Model Context Protocol (MCP) or similar protocol clients, robotic process automation, and analogous technologies, whether existing now or developed in the future. All Automated Access conducted through Customer's accounts or credentials is attributed to Customer as Customer's own action under the Agreement, and Customer is responsible for the configuration, testing, supervision, and monitoring of any technology it uses for Automated Access. Customer may not use the Subscription Services, the Documentation, API responses, or any data or output obtained from the Subscription Services (other than Customer's own Customer Data) to train, fine-tune, or benchmark any artificial-intelligence or machine-learning model, except with Accela's express written opt-in set out in a signed addendum; this restriction survives termination of the Agreement. Accela may rate-limit, throttle, or suspend Automated Access that degrades or threatens the security, integrity, or availability of the Subscription Services, as further provided in the Agreement and the Service Availability Policy.

3. Notices and Consents

3.1 Accela Notice of AI Processes and Procedures. Accela will make available reasonable documentation describing the intended use, operation, and known limitations of AI Functionality (for example, a model or system summary or AI fact sheet). Accela will disclose new AI Functionality in product release notes and will provide reasonable advance notice to Customer of any material change to Review Functionality's decision logic likely to materially affect the nature of its output for Customer's configured use case.

3.2 Citizen Notice. Where AI Functionality interacts directly with an External User (for example, a conversational assistant), the AI Functionality identifies itself as an artificial-intelligence system and does not claim to be human. Where Review Functionality is used in connection with an application submitted by an External User, Customer shall provide the External User with reasonable notice that AI Functionality is used to assist in processing the application, and with a means to request human reconsideration of any resulting determination. Accela will make available configurable notice text and disclosure features within the Subscription Services to support Customer's compliance with this Section 3.2.

3.3 Citizen Consent. As between the parties, Customer is responsible for determining whether Applicable AI/Privacy Laws require notice to, or consent from, External Users or other individuals in connection with Customer's use of AI Functionality, and for providing such notice and obtaining and recording such consent. Accela will provide configurable consent and notice mechanisms within the Subscription Services (including the ability to require an affirmative acknowledgment before an External User interacts with Assistive Functionality) and template disclosure language; Customer remains solely responsible for the content, sufficiency, and delivery of any notice or consent required under Applicable AI/Privacy Laws. Where a Country Module specifies a consent standard, Customer shall configure the Subscription Services accordingly before enabling the affected AI Functionality.

3.4 Agency Consent. AI Functionality is enabled only (a) as specified in an Order, or (b) where activated by Customer's designated administrator through the administrative controls of the Subscription Services. Accela's default configuration for new AI Functionality requires activation by Customer. Customer's activation of AI Functionality constitutes Customer's authorization for Accela to process Customer Data through that AI Functionality in accordance with these AI Terms.

4. Customer Responsibilities

4.1 Authority and Approvals. Customer represents that it has obtained any internal, governmental, or procurement approvals required to deploy AI Functionality, including any applicable agency AI-use policy approval or algorithmic impact assessment.

4.2 Compliance. Customer is responsible for its and its Authorized Users' compliance with Applicable AI/Privacy Laws in connection with its use of AI Functionality, including any requirement to conduct

impact assessments, provide notice, obtain consent, or afford appeal or reconsideration rights to External Users.

4.3 No Prohibited Data. Customer shall not submit, and shall configure the Subscription Services to prevent Authorized Users and External Users from submitting, Customer Data to AI Functionality that Customer is not permitted to process using AI under Applicable AI/Privacy Laws (including, without appropriate legal basis and consents, biometric identifiers and health information), absent separate written agreement with Accela.

4.4 Outcome Monitoring. Customer is responsible for monitoring outcomes produced with the assistance of Review Functionality for disparate impact or other unlawful discriminatory effect within its applicant population, to the extent required by Applicable AI/Privacy Laws.

4.5 Records Retention. Customer is responsible for determining the retention requirements applicable to AI Recommendations, Required Human Review records, and related audit-trail entries under applicable public records, archives, and evidence laws, and for configuring available retention settings or exporting such records accordingly before expiration of Accela's standard retention periods.

5. Accela Responsibilities

5.1 Human Review Controls. Accela will provide Authorized Users with the ability to view, accept, override, or reject an AI Recommendation, and will log such actions as part of the Subscription Services' standard audit trail for the duration of Accela's standard data retention practices.

5.2 Bias Mitigation Efforts. Accela will use commercially reasonable efforts designed to reduce unlawful discriminatory bias in AI Functionality's output, but does not warrant that AI Functionality is free of bias or error. Customer remains responsible for independent monitoring under Section 4.4.

5.3 Audit Support. Upon Customer's reasonable written request, no more than once per twelve (12)-month period, and subject to the confidentiality provisions of the Agreement, Accela will provide a summary of any independent testing or assessment of AI Functionality's performance conducted by or for Accela (including available AI fact sheets and safety-evaluation summaries), to support Customer's own compliance, procurement, or impact-assessment obligations. Accela is not obligated to disclose model weights, training data, or other proprietary technical detail.

5.4 Errors; AI Incident Notification; Correction. Customer may report suspected errors in AI Output through Accela's standard support channels, and Accela will address reported errors in accordance with the Support Services Policy. Accela will notify Customer without undue delay after confirming an AI Incident affecting Customer's production instance, will provide information reasonably available to Accela regarding its nature and scope, and will use commercially reasonable efforts to remediate it. Where an AI Incident may have affected determinations already made, Accela will, upon request, assist Customer in identifying the affected AI Recommendations from available audit-trail records; Customer remains responsible for any resulting reconsideration of determinations. Individual output errors, ordinary model variability, and errors attributable to Customer's configuration or data are not AI Incidents and are addressed through the support process.

5.5 Public Transparency. Notwithstanding the confidentiality provisions of the Agreement, Customer may disclose the documentation made available under Section 3.1, and the fact and general description of Customer's use of AI Functionality, to the extent reasonably necessary to respond to public records requests or to satisfy governmental transparency obligations regarding Customer's use of automated systems. Disclosure of any other Accela Confidential Information remains subject to the Agreement, including its compelled-disclosure procedures.

6. Data Use; Model Providers; Internal AI

6.1 Scope of Use. Accela may process Customer Data through AI Functionality solely to provide the Subscription Services to Customer, consistent with Section 5 (Customer Data) of the Agreement.

6.2 No Cross-Customer Model Training. Accela will not use Customer Data to train or fine-tune any model shared across Accela customers, and will not make Customer Data available to any Model Provider for that Model Provider's own general model training or improvement, and will require its Model Providers to agree to the same restriction. For clarity, this Section 6.2 does not restrict Accela's use of Aggregate Data under Section 5.3 of the Agreement. Notwithstanding the foregoing, including the Aggregate Data carve-out in the preceding sentence, Accela will not use Citizen Data to train or fine-tune any AI model, whether or not aggregated or de-identified, except with Customer's express prior written authorization.

6.3 Service Improvement Signals. Customer agrees that Accela may collect and use records of Authorized User interactions with AI Functionality (such as acceptance, override, and rejection of AI Recommendations) in de-identified and aggregated form, as Aggregate Data under the Agreement, to measure and improve the accuracy and performance of AI Functionality. Such records exclude the content of Citizen Data.

6.4 Model Providers; Subprocessors. Accela will identify its Model Providers upon Customer's reasonable written request and will flow down confidentiality and data-protection obligations substantially consistent with the Agreement to any Model Provider that processes Customer Data. Model Providers are engaged under commercial terms that prohibit use of Customer inputs and outputs for the Model Provider's model training.

6.5 Data Location. Where an Order specifies a data residency commitment, that commitment applies equally to Customer Data processed by AI Functionality, including any hosted Model Provider infrastructure. Where transient processing outside the committed region is unavoidable for a specific AI Functionality, Accela will disclose this in the Documentation for that functionality before Customer activates it.

6.6 Accela's Internal Use of AI. Accela's use of AI tools to support its own customer support, finance, and deployment operations is subject to the confidentiality obligations of the Agreement, is limited to the purpose of providing Support Services, Consulting Services, or account administration, and is subject to the restrictions in Section 6.2. Accela does not use Customer Data, including Citizen Data, in connection with Accela's marketing activities without Customer's express written authorization. Accela's internal AI governance practices are described for transparency in the AI Policy (Section 1.12).

7. Intellectual Property and Output

7.1 Ownership. Accela retains all Intellectual Property Rights in the AI Functionality, including any models, prompts, and related work product, consistent with Section 2.5 (Ownership) of the Agreement. AI Output generated for Customer using Customer Data is made available to Customer for use consistent with Section 2 (Usage and Access Rights) of the Agreement. Nothing in these AI Terms transfers ownership of any underlying model, algorithm, or Model Provider technology to Customer.

7.2 Output Non-Exclusivity. Customer acknowledges that, due to the nature of machine learning, AI Functionality may generate the same or similar output for other customers, and that nothing in these AI Terms grants Customer exclusive rights in any AI Output that is not derived from Customer Data.

7.3 Indemnification. AI Functionality is part of the Subscription Services for purposes of, and is subject to, Section 7 (Indemnification) of the Agreement.

8. Warranties; Errors; Disclaimers; Liability

8.1 Limited Warranty. AI Functionality is part of the Subscription Services for purposes of Section 6.1 (Subscription Services Warranty) of the Agreement, when used in accordance with the Documentation and these AI Terms (including Required Human Review).

8.2 No Warranty of Output. Except as expressly stated in Section 8.1, AI Output is provided without warranty of accuracy, completeness, fitness for a particular regulatory purpose, or freedom from bias, and Accela disclaims all such warranties to the maximum extent permitted by applicable law. AI Output may be inaccurate, incomplete, or inconsistent, and individual output errors do not constitute a breach of the Agreement or these AI Terms.

8.3 Reliance and Verification. Customer is solely responsible for independently verifying any AI Output before relying on it for any determination affecting an External User's legal rights or obligations.

8.4 Liability. Any liability arising from or relating to AI Functionality is subject to the limitations and exclusions in Section 8 (Limitation of Liability) of the Agreement. Without limiting that section, Accela is not liable for any harm arising from (a) Customer's use of AI Functionality to make an Automated Decision in violation of Section 2.2, (b) Customer's failure to provide required notice or obtain required consent under Section 3, or (c) Customer's configuration of the codes, rules, or criteria applied by Review Functionality or an underlying rules engine.

9. Relationship to Other Accela Documents

9.1 These AI Terms are the operative contractual terms for AI Functionality. The AI Policy (Accela's public Responsible AI Use Policy) describes Accela's responsible-AI principles and internal AI governance for transparency and is not contractual. Product-specific AI fact sheets and Documentation describe individual AI Functionality in detail and are updated as products evolve; Schedule A identifies the AI Functionality available in each Accela product family as of the version date of these AI Terms.

10. Term; Updates; Survival

10.1 Term. These AI Terms apply for so long as Customer's Order includes access to AI Functionality and remain subject to the term, termination, and survival provisions of the Agreement. Sections 6, 7, and 8 of these AI Terms survive termination or expiration of the Agreement.

10.2 Updates. Accela may update these AI Terms and Schedule A to reflect new or changed AI Functionality or changes in law. The version of these AI Terms in effect at the start of the then-current Subscription Period governs for that Subscription Period, and material changes will be communicated in accordance with the Agreement.

11. Country Modules

The body of these AI Terms is drafted for Customers established in the United States. Jurisdiction-specific modules for Customers established outside the United States (including Australia, Canada, New Zealand, and the Middle East) will be published at www.accela.com/terms/ as they are finalized; until the applicable module is published, the requirements of the Customer Agreement and the applicable Order govern jurisdiction-specific matters, and no provision of these AI Terms applies to the extent it conflicts with applicable local law.

Schedule A — AI Functionality by Product Family

This Schedule identifies the AI Functionality available in each Accela product family as of the version date, its classification under Section 1, and its model posture. Features listed as deterministic are not AI Functionality (Section 1.1) but are shown for completeness. Accela maintains current product-level AI fact sheets available on request (Section 5.3). Where a Schedule entry does not specify feature-level detail, the Documentation for the applicable product identifies the current AI Functionality, and Accela will provide the information described in Sections 3.1, 5.3, and 6.4 on request.

A-1. OpenCounter

Digital Assistant — Assistive Functionality. Conversational AI layer for pre-intake permit scoping: interprets an applicant's plain-language project description, collects project details, and feeds them to the jurisdiction-configured deterministic rules engine, which — not the AI — determines applicable permits, licenses, and fees. Uses commercially hosted frontier large language models via API; no training or fine-tuning on Customer Data; jurisdiction rules injected as runtime context only; identifies itself as AI; not used for approval/denial, eligibility, benefit, enforcement, or adjudicatory functions. Subject to usage plans and rate limits per the Order (Section 2.5).

Permit Guide / Staff Verified Guides / Event Permits — Deterministic rules-engine functionality configured and verified by agency staff; not AI Functionality. Where the Digital Assistant is enabled as a conversational layer over these guides, only the conversational layer is AI Functionality.

A-2. Accela Civic Platform — Civic AI

Civic AI is the umbrella brand for AI Functionality across the Accela Civic Platform. As of the version date, Civic AI comprises the following:

SRM AI (Service Request Management) — Assistive Functionality. Conversational intake for citizen service requests integrated with Accela Citizen Access and the Accela Public Portal: interprets a resident's description (and optional photo) and classifies the appropriate service request type to create the record. Uses commercially hosted foundation LLMs and Azure AI Vision for photo analysis; the vision layer extracts structural signals only and performs no facial recognition and no license-plate reading; no training or fine-tuning on Customer Data or resident photos.

SecurePay; ERD; MAS — No AI Functionality. As of the version date of these AI Terms, SecurePay, ERD, and MAS do not include AI Functionality. If AI Functionality is later added to any of these products, Accela will update this Schedule and provide notice in accordance with Section 10.2.

A-3. ePermitHub

Submission Optimization — Review Functionality. AI-assisted pre-screening of submissions and plan documents against Customer-configured completeness and quality criteria, generating AI Recommendations for Required Human Review. Output is presented to External Users as well as Authorized Users; the citizen-notice provisions of Section 3.2 apply. Model Provider and hosting details for this feature are described in the Documentation and are available on request under Sections 3.1 and 6.4.

A-4. Novotx

Elements XS — includes AI Functionality as identified in the Documentation and product release notes for the features Customer licenses. Each such feature is classified as Assistive Functionality or Review Functionality under Section 1, and the data-use, human-review, notice, and consent provisions of these AI Terms apply to it. Feature-level detail, Model Providers, and training posture are available on request under Sections 3.1 and 6.4.