

AMENDMENT

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| 1. | <u>Parties</u> | <p>ACCELA
 Accela, Inc.
 2633 Camino Ramon, Suite 500
 San Ramon, California 94583
 Attention: Contracts Administration
 T: 925.659.3200
 F: 925.407.2722
 e-Mail: contractsadmin@accela.com</p> | <p>CUSTOMER - LFUCG
 Lexington-Fayette Urban County Government, Kentucky
 101 East Vine Street, 4th Floor
 Lexington, Kentucky 40507
 Attention: Kevin Wente
 T: 859.258.3436
 F: N/A
 e-Mail: kwente@lexingtonky.gov</p> |
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2. Effective Date Provided that LFUCG signs and returns this Amendment to Accela **no later than April 30, 2014**, this Amendment is effective as of the date of LFUCG's signature ("Effective Date").

3. Deliverables and Compensation

Deliverables	Fees
Accela Automation® Land Management Site License	\$413,375.00
Accela Mobile Office™ Site License	\$144,925.00
Accela GIS™ Site License ¹	\$96,375.00
Total of License Fees	\$654,675.00¹
First-Term Annual Maintenance for Accela Land Management Site License	\$100,000.00
First-Term Annual Maintenance for Accela Mobile Office Site License	\$44,000.00
First-Term Annual Maintenance for Accela GIS Site License	\$30,000.00
Total of Maintenance Fees	\$174,000.00¹
First-Term Annual Managed Services (Hosting) for Accela Land Management Site License	\$54,800.00
First-Term Annual Managed Services (Hosting) for Accela Mobile Office Site License	\$24,112.00
First-Term Annual Managed Services (Hosting) for Accela GIS Site	\$16,440.00
First-Term Annual Managed Services (Hosting) for Accela Asset Management™ Department Site License	\$7,672.00
First-Term Annual Managed Services (Hosting) for Accela Citizen Access™	\$11,284.56
Total of Managed Services Fees	\$114,308.56¹
Professional Services and Expenses	
Total of Professional Services Fees	\$1,198,788.20²

- 1 License fees and First-Term Annual Maintenance and Managed Services fees are due upon signing.
- 2 In exchange for the Professional Services, LFUCG will pay to Accela the amounts indicated in Exhibit A, Statement of Work, according to the billing events schedule described therein. The pricing set forth herein reflects information generally known to Accela, supplied to Accela by LFUCG, and based on Accela's interpretation of the work to be performed. In addition to such amounts, LFUCG will reimburse Accela for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates.

4. Managed Services (Hosting)

4.1 Scope of Hosting Services Accela will provide the hosting services described herein for the following software products ("Hosted Applications"): Accela Land Management, Accela Mobile Office, Accela GIS, Accela Asset Management, and Accela Citizen Access.

4.2 System Administration and Security The Hosted Applications will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.

4.3 Infrastructure Availability Accela will endeavor to provide LFUCG with no less than twenty-four (24) hours' notice prior to Hosted Applications unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which must be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, Accela warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, Accela will provide a credit to LFUCG's account as liquidated damages calculated pursuant to Subsection 4.5 below, provided that the substandard availability is identified by LFUCG in writing or by e-mail to Accela and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to LFUCG.

4.4 Warranty Accela will commence and complete the obligations described herein in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, LFUCG's exclusive remedy will be damages in an amount equal to the total of hosting fees paid to Accela for the defective or non-conforming software products amongst the Hosted Applications during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.

4.5 System Availability and Performance The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as $U=O/(M-P)*100$, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

<u>Uptime</u>	<u>Credit</u>
Greater than or equal to 99.9%	None
Less than 99.9% but greater than or equal to 99.0%	15% of pro-rated monthly hosting fees
Less than 99.0% but greater than or equal to 95.0%	35% of pro-rated monthly hosting fees
Less than 95.0%	100% of pro-rated monthly hosting fees

4.6 LFUCG Property LFUCG warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to Accela. LFUCG retains full ownership of its data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with the terms and conditions of this Amendment. Within thirty (30) calendar days following termination or expiration of the hosting services, LFUCG may request that Accela provide a complete copy of LFUCG's data, as such may be updated or modified by LFUCG's use of the Hosted Applications, to LFUCG in a machine-readable format. Accela will comply in a timely manner with such request, provided that LFUCG a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays all unpaid amounts due to Accela. If LFUCG elects to transition to another hosting option, including self-hosting or

hosting by third parties, Accela will assist LFUCG during such transition to ensure uninterrupted access to LFUCG's data and the Hosted Applications, provided that LFUCG pays all costs of and associated with such services, as calculated at then current hosting and/or time-and-materials rates, as applicable.

5. Additional Products and Services LFUCG shall have the option to purchase additional software licenses, including a Site License of Accela Automation Services Request, for the Phase III project of Lexcall replacement and Code Enforcement replacement. Accela shall provide additional professional services, training, and development services as may be requested by LFUCG at Accela's then current hourly rate. The additional services will be identified in a mutually acceptable statement of work; Accela will endeavor to minimize all requested services costs.

6. Terms and Conditions

6.1 The term for the Maintenance Agreement, effective March 25, 2010, for pre-existing annual maintenance for Accela Asset Management Department Site License and Accela Citizen Access Department Site License is extended four (4) additional years. The annual maintenance for Accela Land Management, Mobile Office, and GIS Site Licenses upgraded from Department Site Licenses in this Amendment shall be for five (5) years. During these terms, said fee renewals will be subject to an annual increase of three percent (3%) over the previous year's fees. Thereafter, LFUCG may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due. Such fees will be calculated as the prior term's annual fees plus an increase of ten percent (10%).

6.2 The term for Managed Services (Hosting) will commence upon the Effective Date of this Amendment and continue for a period of five (5) years. During the initial five year term, renewal fees will be subject to an annual increase of three percent (3%) over the previous year's fees. Thereafter, LFUCG may elect to continue these hosting services for an additional annual term by paying to Accela the fees associated with said additional term when these are due. Such fees will be calculated as the prior term's annual fees plus an increase of five percent (5%).

6.3 LFUCG will be invoiced for all amounts as they become due; the payment terms of all invoices are net thirty (30) days from the date of the invoice. Accela may, at its discretion, suspend work, including but not limited to professional or maintenance services, until payments for all past-due billings have been paid in full by LFUCG.

6.4 Unless specifically amended, modified, or supplemented by this document, all terms and conditions of prior written agreements between the parties shall remain unchanged and in full force and effect. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by LFUCG.

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6.5 If any particular provision of this document is determined to be invalid or unenforceable, that determination shall not affect the other provisions which shall be construed in all respects as if the invalid or unenforceable provision were omitted.

ACCELA

LFUCG

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Its _____
Title

Its _____
Title

Dated: _____
Month, Day, Year

Dated: _____
Month, Day, Year

Exhibit Follows.

END OF DOCUMENT

EXHIBIT A

Statement of Work (SOW) document follows this page.

END OF DOCUMENT