

AMENDMENT

1. Parties

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	CUSTOMER - LFUCG Lexington-Fayette Urban County Government, Kentucky 101 East Vine Street, 4 th Floor Lexington, Kentucky 40507 Attention: N/A T: N/A F: N/A e-Mail: N/A
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2. Effective Date Provided that LFUCG signs and returns this Amendment to Accela **no later than August 28, 2015**, this Amendment to the Master Client Agreement dated February 21, 2014 between Springbrook Software, a wholly-owned subsidiary of Accela, and LFUCG ("Agreement"), is effective as of the date of LFUCG's signature.

3. The Live-Production Maintenance Incident Handling document (attached hereto as Exhibit "A") is appended to the Software Maintenance Addendum to the Agreement.

4. Terms and Conditions
 - 4.1 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.

 - 4.2 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

By: 
Signature

COLIN SAMUELS
Print Name

Its ASST. CORP. SECRETARY
Title

Dated: 12 AUGUST 2015
Month, Day, Year

LFUCG

By: 
Signature

JIM GRAY
Print Name

Its MAYOR
Title

Dated: 9/11/15
Month, Day, Year

By: _____
Signature

Print Name

Title

Date

Exhibit A Follows.

EXHIBIT A - Addendum to Software Maintenance

Live-Production Maintenance Incident Handling

The following incident handling and time frames are applicable only to a live-production environment.

1 Incident Handling - Accela will provide an incident handling mechanism for Customer maintenance requests. The incident handling process will include the following:

- Ability to call, e-mail or use an Accela provided online tracking system.
- All incidents will be recorded into the tracking system.
- Customer will receive an e-mail with your case number.
- Customer Priority and Severity will be determined by the problem based upon the definitions below.
- Customer will designate contacts that will interface with Accela's Customer Support Department.

2 On Line Self Support - Accela will provide to Customer at no expense an online Knowledge Base and Online Self Support Site where Customer can research issues and questions, report maintenance incidents and download patches and other fixes.

3 Case Handling – Case Handling defines the priority assigned to a specific maintenance request which therefore sets the order, timing and level of effort in resolving a case:

A. Critical Severity –

Definition: System or application is non-functional or seriously affected and there is no reasonable workaround available, for example, business is halted.

Response Time: Accela will respond with confirmation of receipt of incident within 1 business hour and provide follow-up every 60 minutes when the Critical Incident is phoned into the Customer Resource Center.

Resolution Time: Upon confirmation of receipt, Accela begins continuous work on the problem and will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated, or provided there is an agency representative available to assist with issue diagnosis and testing during the resolution process.

B. High Severity -

Definition: System or application is affected and there is no workaround available or the workaround is impractical, for example, Customer cannot process payments or system response time is very slow.

Response Time – Accela will respond with confirmation of receipt of incident within 4 business hours and provide follow-up every 48 hours.

Resolution Time – Upon confirmation of receipt of incident, Accela will put forth the best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.

C. Moderate Severity -

Definition: System or application feature is non-functional and a convenient workaround exists, for example, non-critical feature is unavailable or requires additional user intervention.

Response Time: Accela will respond with confirmation of receipt of incident within 8 business hours and provide follow-up every 7 days.

Resolution Time: Accela will put forth the best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.

D. Low Severity -

Definition: System or application feature works, but there is a minor problem, for example, a field is mislabeled or a help file is missing.

Response Time: Accela will respond with confirmation of receipt of incident within 24 business hours and provide follow-up every 14 days.

Resolution Time: Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

Contact Customer Support:

Hours: 8:00am -8:00pm EST Monday - Friday (excluding holidays.)

Phone: toll free: 866.777.0069
local: 503.820.2240

Escalation:

- Customer Support has escalation points in
 - Engineering
 - Data Conversions
 - Services
 - Account Management

- Escalation to Customer Support Management
 - Chris Alderson
 - 888-722-2352, Ext.5
 - calderson@accela.com

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