

**AMENDMENT**

1. Parties
- |   |  |
|---|--|
| <p>ACCELA<br/>         Accela, Inc.<br/>         2633 Camino Ramon, Suite 500<br/>         Bishop Ranch 3<br/>         Attention: Contracts Administration<br/>         T: 925.659.3200</p> | <p>CUSTOMER<br/>         Lexington Fayette Urban County of Governments<br/>         200 E. Main Street,<br/>         Lexington, KY 40507<br/>         Attention: Mayor<br/>         T:</p> |
| <p>e-Mail: <a href="mailto:contractsadmin@accela.com">contractsadmin@accela.com</a></p>   | <p>e-Mail: _____</p>   |

2. Effective Date: Provided that Customer signs and returns this Amendment to Accela this Amendment is effective as of the date of Customer's signature ("Effective Date").

3. Terms and Conditions

- 3.1 As of the Effective Date, Customer this hereby amends and the transactional fees payable to Accela as listed in the Order Form by and between Springbrook Software Inc., [now Accela, Inc.] mutually executed 6/30/14 for the Online Business Tax Module. In consideration of this change, Accela agrees to modify the product to allow end users to complete a filing without paying the full amount due.

Fees Eliminated	Quantity	Fees
Transactional Fees- Payable to Accela	All transactions	\$2.27/Transaction

New Fees to be instituted	Quantity	Fees
Filing Fees- Payable to Accela	Up to 20,000 returns/year	\$4.75/Filing
Filing Fees- Payable to Accela	20,000 to 90,000 returns/year	\$4.00/Filing
Filing Fees- Payable to Accela	More than 90,000 returns/year	\$3.25/Filing

- 3.2 No cap on filing fees shall be instituted, and filing fees shall remain exclusive of any Third Party Merchant Fees. Client shall remain solely responsible for all associated Third Party Merchant Processing Fees or Credit Card Interchange Fees associated with the use of the site. Client may establish end user facing Service Fees at a rate configurable by them, at their discretion.
- 3.3 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 Customer.
- 3.4 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.

*(signature page to follow)*

**ACCELA**

By: [Signature]  
(Signature)

Tim Rosener  
(Print Name)

Its General Manager, Accela  
(Title)

Dated: 2/22/2016  
(Month, Day, Year)

**CUSTOMER**

By: [Signature]  
(Signature)

Jim Gray  
(Print Name)

Its Mayor  
(Title)

Dated: 7-Apr-2016  
(Month, Day, Year)

**END OF DOCUMENT**