Accela

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-41027
Valid Through: 8/31/2026
Currency: USD

Renewal Order Form

Address Information

Bill To:

Lexington-Fayette Urban County Govt.
200 E. Main Street
Lexington, Kentucky, 40507
United States

Ship To:

Lexington-Fayette Urban County Govt.
200 E. Main Street
Lexington, Kentucky40507
United States

Billing Name: James Dietzel
Billing Phone: 8593127406
Billing Email: jdietzel@lexingtonky.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Permitting OnPrem Subscription	Year 1	09/01/2026	06/30/2027	10	$7,956.75	1	$6,630.63
Element XS OnPrem Subscription	Year 1	01/01/2027	06/30/2027	6	$10,927.00	1	$5,463.50
						TOTAL:	$12,094.13

Pricing Summary

Period	Net Total
Year 1	$12,094.13
Total	**$12,094.13**

Renewal Terms/Information:

1. Notwithstanding anything to the contrary, this Order Form is governed by the terms and conditions in the (1) Accela Master Software as a Service (SaaS) Agreement, dated June 06, 2024, as thereafter amended (where applicable) for Subscription Services, (2) Enhanced Reporting Database (ERD) Policy at Accela Terms for ERD, and (3) Managed Application Services (MAS) Policy at Accela Terms for MAS (collectively, the "Agreement").

2. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.

3. For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

4. Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.

5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

8. Notwithstanding anything to the contrary, the Novotx products (e.g., Elements XS, Connect, Modules, and Extensions) ("Novotx Products") license is priced based on the Agency's permitted number of users of the Novotx Product, the organizational unit(s) permitted to use the Novotx Product, the maximum organization size, and/or other applicable limitations or conditions associated with the pricing of the Novotx Product ("Pricing Terms"), and any renewals of such Novotx Product shall be based on the then current Pricing Terms at such time; as a recent acquisition, Novotx Products have not been included in Accela's GovRAMP Progressing Snapshot, SSAE18 SOC2 TYPE II, HIPAA HITECH, PCI-DSS v4, and CCPA audit reports and attestations of compliance; however, Accela is in the process of implementing similar controls to address those frameworks if relevant to the Novotx products.

9. Special Terms for Subscription Services

   Definitions

   - **"Subscription Services"** means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

   - **"Subscription Period"** means the duration of Customer's authorized use of the Subscription Services as designated herein.

   - **"Effective Date"** means the Order Start Date set forth above.

   - **"Documentation"** means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services

   - **"Authorized User"** means one named employee (identified by a unique email address), contractor or agent of Customer for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer.

   - **"External Users"** means third party users of the Subscription Services that access the public facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

   - **"Support Services"** means the technical and help services provided by Accela in accordance with the Support Services Policy (at www.accela.com/terms/) generally available to SaaS customers.

   - **"Agreement"** means the governing Agreement executed between Customer and Accela, if applicable, and any amendments thereto.

Subject to the terms and conditions in this document, Accela hereby grants to Customer a limited, non-exclusive, non-transferrable right and license during the Subscription Period, to permit:(i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and

information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth herein and additional storage may be purchased at the then current rates. This document shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth herein. Customer acknowledges that this purchase is non- refundable, including in the event Customer terminates pursuant to the Accela Policies and Agreements

Restrictions: Customer shall not, and shall not permit others to:
(i) Use or access the Subscription Services in any manner except as expressly permitted herein, including but not limited to, in a manner that circumvents contractual usage restrictions set forth herein; (ii) License, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) Use the Subscription Service in a way that; (a) violates or infringes upon the rights of a third party; or (b) store or transmit of libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) Create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services(except to and only to the extent such rights are proscribed by law); (v) Interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) Access, use or provide accessor use to the Subscription Services or Documentation for the purposes of competitive analysis, the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage, (vii) Provide access to the Subscription Services to competitors of Accela; (viii) Access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under all applicable export control laws; (x) Remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) Access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage

During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or, after making all commercially reasonable attempts to do the foregoing or (c) terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF THE FOREGOING RESTRICTIONS, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS DOCUMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO ACCELA UNDER THIS ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF THE FOREGOING RESTRICTIONS OR EITHER PARTY'S LIABILITYFOR DEATH OR PERSONAL INJURY,IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SUBSCRIPTION SERVICES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING

LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS ORDER OR FROMTHE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The order of interpretation between the documents shall be the Agreement and any amendments thereto (if applicable), this document (solely as to commercial terms, scope, and the Novotx-specific terms herein), and the terms found at www.accela.com/terms/ in that order. Notwithstanding anything to the contrary in the Agreement, in the case of a conflict between the terms of this document and any of the Special Terms for Subscription Services, the Special Terms for Subscription Services shall prevail.

If Customer purchases any services for use with any cannabis related activities, the following additional disclaimers shall apply: Accela is considered a service provider to its customers and not a cannabis-related business or agent thereof. In addition to the foregoing, Accela only retains fees from its Customer for general services, from a state or local government agency, and does not retain these fees from any type of external users or end users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

Signatures	
Accela, Inc.	**Customer**
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: