

AMENDMENT

1. **Parties**
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| <p>ACCELA
 Accela, Inc.
 2633 Camino Ramon, Suite 500
 Bishop Ranch 3
 San Ramon, California 94583
 Attention: Contracts Administration
 T: 925.659.3200
 F: 925.407.2722
 e-Mail: contractsadmin@accela.com</p> | <p>CUSTOMER
 County of Adams, Colorado
 4430 South Adams County Parkway
 Brighton, Colorado 80601
 Attention: Brian Dobbins
 T: 720.523.6131
 F: N/A
 e-Mail: bdobbins@adcogov.org</p> |
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2. **Effective Date** Provided that Customer signs and returns this Amendment no later than **May 15, 2014**, this Amendment to the License Agreement ("LA"), the Maintenance Agreement ("MA"), and the Services Agreement ("SA") between the parties, each dated June 30, 2008, is effective as of date of Customer's signature ("Effective Date").
3. The LA, MA, and SA are revised as follows:
- 3.1 The following language is appended to Section 2.0 in the LA, MA, and SA: "Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly."
- 3.2 Dispute Resolution in Paragraph 5.1 in the LA, Paragraph 5.5 in the MA, and Paragraph 5.5 in the SA is deleted in its entirety and replaced with the following: "This Agreement is governed by the laws of the State of Colorado. Each party will bear its own expenses and costs. The failure of either party to object to a breach of this Agreement will not prevent that party from thereafter objecting to that breach or any other breach of this Agreement."
- 3.3 Paragraph 5.1, Mutual Indemnification, in the SA is deleted in its entirety.
4. **Deliverables and Compensation**
- 4.1 Additional licenses and associated maintenance:

Deliverables	Quantity	Fees
Accela Automation® Land Management User License Packs (5 Named Users Per Pack)	2	\$21,990.00
First-Term Annual Maintenance for Accela Automation Land Management Additional Named Users (May 30, 2014 to May 29, 2015)	10	\$4,398.00
Co-Termed Annual Maintenance for Accela Automation Land Management Additional Named Users (May 30, 2015 to June 29, 2015)	10	\$373.53
Accela Mobile Office User License Packs (5 Named Users Per Pack)	2	\$21,990.00
First-Term Annual Maintenance for Accela Mobile Office™ Additional Named Users (May 30, 2014 to May 29, 2015)	10	\$4,398.00
Co-Termed Annual Maintenance for Accela Mobile Office Additional Named Users (May 30, 2015 to June 29, 2015)	10	\$373.53
Total of Fees		\$53,523.06*

A Additional licenses and associated maintenance fees are fixed priced deliverable for which payment is due upon signing.

4.2 The maintenance term for additional and existing products will continue for a period of five (5) years. Customer 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; said fees will not increase by more than ten percent (10%) from the maintenance fees for the preceding term. Should Customer fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

Maintenance Deliverables	Fees
First-Term Annual Maintenance for Accela Automation Land Management - 85 Named Users (June 30, 2014 to June 29, 2015)	\$47,568.49
First-Term Annual Maintenance for Accela Citizen Access – Based Upon 300,000 Population (June 30, 2015 to June 29, 2015)	\$9,473.94
First-Term Annual Maintenance for Accela Wireless / Mobile Office - 10 Named Users (June 30, 2014 to June 29, 2015)	\$10,194.94
First-Term Annual Maintenance for Accela GIS - 85 Named Users (June 30, 2014 to June 29, 2015)	\$13,125.29
Total of Fees	\$80,362.66
Second-Term Annual Maintenance for Accela Automation Land Management - 95 Named Users (June 30, 2015 to June 29, 2016)	53,525.48
Second-Term Annual Maintenance for Accela Citizen Access – Based Upon 300,000 Population (June 30, 2015 to June 29, 2016)	\$9,758.16
Second-Term Annual Maintenance for Accela Wireless / Mobile Office - 20 Named Users (June 30, 2015 to June 29, 2016)	\$15,030.73
Second-Term Annual Maintenance for Accela GIS - 85 Named Users (June 30, 2015 to June 29, 2016)	\$13,519.05
Total of Fees	\$91,833.42

B First-Term Annual Maintenance Fees are due June 30, 2014.

C Second-Term Annual Maintenance fees are due June 30, 2015.

Third-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees, cover the period of June 30, 2016 to June 29, 2017, and are due on June 30, 2016.

Fourth-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees, cover the period of June 30, 2017 to June 29, 2018, and are due on June 30, 2017.

Fifth-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees, cover the period of June 30, 2017 to June 29, 2018, and are due on June 30, 2017.

5. Terms and Conditions

4.1. Within ten (10) business days following termination of this Amendment by either Party, Customer will remove all copies of the Software from those computer system which it owns or controls and will destroy all media which contain copies of the Software or portions thereof. Customer will certify said removal and destruction to Accela within fifteen (15) business days following termination of this Amendment.

- 4.2. Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.
- 4.3. 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.
- 4.4. 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.

ACCELA

By: 
Signature

COLIN SAMUELS
Print Name

Its ASST. CORP. SECRETARY
Title

Dated: 15 MAY 2014
Month, Day, Year

CUSTOMER

By: 
Signature

Char Tedesco
Print Name

Its Chairman
Title

Dated: 5-12-14
Month, Day, Year

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