

## THIRD AMENDMENT

1. **Parties.** **ACCELA**  
Accela, Inc.  
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San Ramon, California 94583  
Attn: Brad Jacobs, Account Executive  
T: (408) 335-3611  
E: [bjacobs@accela.com](mailto:bjacobs@accela.com)  
**CUSTOMER ("AGENCY")**  
County of Washoe, NV  
PO Box 11130  
Reno, NV 89520  
Attn: Behzad Zamanian, CIO  
T: (775) 328-2355  
E: [bzamanian@washoecounty.gov](mailto:bzamanian@washoecounty.gov)
2. **Effective Date.** This Amendment ("Third Amendment") is effective as of the last signature date below ("Effective Date"). This is the Third Amendment to the Business License and Permits System Contract (the "Contract") between the Parties, dated June 30, 2014, as amended by the First Amendment dated April 12, 2017, and Second Amendment dated July 8, 2020.
3. **Purpose.** The Parties wish to extend the current contract for an additional five (5) years; add Severity Tiers and conditions to the Availability SLA; and incorporate Workshops and Accela Citizen Access requirements as described below.
4. **Contract Amendments.**
  - A. **Exhibit D: Accela Subscription Services Agreement – Section 11.2 (Subscription Periods & Renewals)**: The portion of Section 11.2 concerning Renewals is amended as follows:

Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer at least 60 days' notice of renewal costs prior to the renewal of the Subscription Period. The annual increase at the next Subscription Period renewal shall be capped at five percent (5%). In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.
  - B. **Exhibit D: Accela Subscription Services Agreement – Section 11.4 (Effect of Termination)**: This section is hereby removed and replaced with the following:

If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request, Accela will provide Customer Data and associated documents in a database dump file, in a format that is reasonably viewable and usable by Customer; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed [www.accela.com/terms/](http://www.accela.com/terms/).

- C. 4.12 Reliability and Response Time: Section 4.12 of the Contract is hereby amended to add the following:

Notwithstanding anything to the contrary:

- Severity 1: If the user(s) business is halted and no workaround exists, issues shall be resolved by the end of the business day.
- Severity 2: If the user(s) business is affected and workarounds are difficult and/or time-consuming, issues shall be resolved within 30 days.
- Severity 3: If the user(s) business is affected, but a convenient workaround exists, issues shall be assigned to the next available release.

5. Term. This Third Amendment continues in effect throughout the Term of the Contract.

6. Additional Terms and Conditions.

- A. Workshops. Within sixty (60) calendar days of contract execution, Accela and Agency shall conduct a joint workshop to identify and document the current list of issues and challenges Agency is experiencing in relation to the Accela platform.

- Accela shall categorize (or “bucket”) the identified issues and, where feasible, provide a recommended action plan coordinated with the appropriate internal Accela teams for each category.
- The Parties shall convene monthly joint progress review meetings during the initial twelve (12) months, and quarterly thereafter, to assess the status of identified issues, review completed actions, and discuss any new or ongoing concerns.
- A mutually agreed-upon process shall be established for:
  - Adding new issues to the list; and
  - Closing or removing issues from the list.
- The monthly joint meetings shall continue for an initial term of twelve (12) months, followed by quarterly meetings thereafter until all identified issues are resolved.

- B. Accela Citizen Access (ACA) Improvements. The following improvements will be made to ACA or the new Public Portal by June 1, 2026:

- Fixing the reset password ability in ACA for superagency users.
- Fixing the user interface in ACA account management for users attempting to access/edit their associated contact information.

- C. For this agreement, the 5% increase shall be available in years 2, 3, 4, and 5. However, if the workshops are not conducted as set forth in Section A, or if the ACA improvements described in Section B are not completed by June 1, 2026, the 5% increase will not apply for year 2 only.

- D. Unless specifically amended, modified, or supplemented by this Third Amendment, 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.

- E. 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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representatives to execute, this Third Amendment as of the Third Amendment Effective Date.

**WASHOE COUNTY, NEVADA**

**ACCELA, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_