

SECOND AMENDMENT

1. Parties.

ACCELA		CUSTOMER
Accela, Inc.		County of Washoe, NV
2633 Camino Ramon, Suite 500		PO Box 11130
San Ramon, California 94583		Reno, NV 89520
Attn: Audrey Zuro, Strategic Account Executive		Attn: Craig Betts
T: (925) 659-3200		T: (775) 328-2355
E: azuro@accela.com		E: cbetts@washoecounty.us

2. Effective Date. This Amendment ("Second Amendment") is effective as of the last signature date below ("Effective Date"). This is the Second 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.

3. Purpose. The Parties wish to extend the current contract for another 5 years; replace the current "True-Up" method established in the First Amendment with a Seat License Consumption model, as further described below; and remove language in the Contract related to Termination for Convenience.

4. Contract Amendments.
 - A. Subscription Renewal and Seat License Consumption Model. Effective July 1, 2020, Exhibit C – Pricing Exhibit of the Contract (as amended by the First Amendment) will be superseded and replaced in its entirety with the following Seat Consumption License methodology. As provided in this new Exhibit C, Customer may renew the Subscription Services in accordance with the Contract terms as well as the terms and conditions outlined below.

Exhibit C
Seat Consumption License Method and Pricing

Contract Renewal Date: June 30, 2025
Number of Annual Terms: 5

The annual fee for each Seat License for each of the five (5) one-year terms will be: \$1,188.00 for Accela Automation and \$588.00 for Accela Mobile.

Beginning July 1, 2020, to add new licenses during any fiscal year, Customer shall place an order with the applicable Accela Account Executive by emailing the requested number of additional licenses to contractsadmin@accela.com. Account Executive will send an Order Form to Customer for signature. Upon execution of the Order Form by both Parties, Accela will process the Order and provision the license(s) within 2 business days.

The cost for any license added during a fiscal year shall be calculated pro rata based on date delivered and invoiced in arrears according to the schedule below. Licenses added during a fiscal year will then be added to the overall Subscription and included on the applicable Order Form for the following fiscal year.

Additional License Invoice Schedule

licenses added between July 1, 2020 and June 30, 2021	June 30, 2021
licenses added between July 1, 2021 and June 30, 2022	June 30, 2022
licenses added between July 1, 2022 and June 30, 2023	June 30, 2023
licenses added between July 1, 2023 and June 30, 2024	June 30, 2024
licenses added between July 1, 2024 and June 30, 2025	June 30, 2025

B. Termination for Convenience. [The portion of Section 8.2.2 of the Contract concerning Termination for Convenience](#) is hereby removed. [The portion of Section 8.2.2 concerning Termination for Bankruptcy or Insolvency shall remain unchanged.](#)

C. Termination for Unavailability of Funds. [Section 8.2.5 of the Contract is hereby removed and replaced with the following:](#)

[Under NRS 244.320 and 354.626, if the County's governing body does not appropriate or budget funds for the purposes specified in this contract this contract shall be terminated without penalty, charge, or sanction.](#)

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

6. Additional Terms and Conditions.

A. Unless specifically amended, modified, or supplemented by this Second 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.

B. 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 Second Amendment as of the Second Amendment Effective Date.

WASHOE COUNTY, NEVADA

ACCELA, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____