



Proposed by: Audrey Zuro  
 Contact Phone: 925-788-4456  
 Contact Email: azuro@accela.com  
 Quote ID: Q-28867  
 Valid Through: 1/2/2023  
 Currency: USD

2633 Camino Ramon, Suite 500  
 San Ramon, CA, 94583

## Order Form

### Address Information

#### Bill To:

City of Fresno  
 2600 Fresno Street  
 Fresno, California 93721  
 United States

#### Ship To:

City of Fresno  
 2600 Fresno Street  
 Fresno, California 93721  
 United States

Billing Name: Cherie Vick  
 Billing Phone: 559-621-8036  
 Billing Email: cherie.vick@fresno.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Cannabis Licensing-OnPrem	Year 1	1/2/2023	1/1/2024	12	\$2,666.67	15	\$40,000.00
<b>TOTAL:</b>							<b>\$40,000.00</b>

#### Pricing Summary

Period	Net Total
Year 1	\$ 40,000.00
<b>Total</b>	<b>\$ 40,000.00</b>

#### Additional Terms:

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including 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.

2. This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at <https://www.accela.com/terms/> will govern as applicable, based on the Customer's purchase.

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

4. If Customer has a prior agreement with Accela, and this purchase is co-termining with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

**Special Terms:**

- Notwithstanding any language to the contrary, the Subscription Services listed in this Order are subject to the Special Order Terms attached and incorporated herein as Attachment 1.

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

## Attachment 1 Special Order 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 in the Order.
  - **“Effective Date”** means the date of the applicable Order.
  - **“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 pursuant to this Order.
  - **“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 generally available to SaaS customers.
  - **“Agreement”** means the Consulting Agreement executed between Customer and Accela on June 8, 2016 and any amendments thereto.
  
- Subject to the terms and conditions of this Order, 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 in the Order and additional storage may be purchased at the then current rates.
  
- This Order shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth therein. Customer acknowledges that this purchase is non-refundable, including in the event Customer terminates the Agreement pursuant to Section 4(a)(ii),
  
- Customer shall not, and shall not permit others to (i) use or access the Subscription Services in any manner except as expressly permitted by the Order, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Order; (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; (vi) 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); (vii) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (viii) access, use or provide access or 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, (ix) provide access to the Subscription Services to competitors of Accela, (x) access or use components of the Subscription Service not licensed by Customer; (xi) 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; (xi) 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 (xii) 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 shall provide its standard SaaS Support Services to Customer and shall make all commercially efforts to attain the service levels as specified in the applicable policies. The remedies set forth in the Support Services & Service Availability Policies are the sole and exclusive remedies for any breach of the services level. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.
- 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 (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 ORDER OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER 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 LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE 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 FROM THE 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 then this Order (including Attachment 1), the Exhibit D to the Agreement (the “License Agreement”) and any amendments thereto, and the Agreement in that order. Notwithstanding anything to the contrary in the Agreement, in the case of a conflict between the terms of this Order and any of the foregoing terms, the terms of this Attachment 1 shall prevail.
- If Customer purchases any Software for use with any cannabis related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis-related business or agent thereof. In addition to the foregoing, Accela only retains Software fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External 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 Software. 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.