

Exhibit A – SOFTWARE MAINTENANCE SERVICES AND QUOTE

1.1 Maintenance Services

- 1.1.1 Telephone Support Accela will provide Shelby County Government ("Customer") with a telephone number to contact Accela Customer Support, Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays.
- 1.1.2 E-Mail Support Accela will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours.
- 1.1.3 Online Support Accela will provide Customer with access to archived software updates and other technical information in Accela's online support databases, which are continuously available.
- 1.1.4 Remote Support When required to properly resolve a maintenance request, Accela will provide remote assistance to Customer via a web conferencing environment or another mutually-acceptable remote communications method.
- 1.1.5 On-Site Support If Customer does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to Customer at Accela's then-current time-and-materials rates. In addition to these charges, Customer will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.
- 1.1.6 Software Updates Accela will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by Accela. Software updates will be delivered or made available to Customer for electronic download from Accela's File Transfer Protocol ("FTP") site.

1.2 Maintenance Limitations

- 1.2.1 Limitations Generally The following are not covered by these services, but may be separately available at rates and on terms which may vary from those described herein:
- a) Services required due to misuse of the Accela-maintained software products;
 - b) Services required due to software corrections, customizations, or modifications not developed or authorized by Accela;
 - c) Services required by Customer to be performed by Accela outside of Accela's usual working hours;
 - d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela;
 - e) Services required due to the operation of interfaces between the Accela-maintained software products and other software products or systems, even where such interfaces were provided or implemented by Accela;
 - f) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
 - g) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the Accela-maintained software products

including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;

- h) Services requested by Customer to implement software updates provided by Accela pursuant to the maintenance contract; and
- i) New or additional applications, modules, or functionality released by Accela during the term of the contract.

1.2.2 Legacy Releases Accela will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". Accela will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by Accela will not be provided pursuant to the contract, but may be separately available at rates and on terms which may vary from those described herein.



Quote

Main:	Remit To:
Accela, Inc. 2633 Camino Ramon Ste. 120 San Ramon, CA. 94583	Accela, Inc. # 774375 4375 Solutions Center Chicago, IL 60677- 4003

Invoice No.	QTCSTN_022416MW
Invoice Date:	2/24/2016

Bill To:
Shelby County, TN 6465 Mullins Station Rd Memphis TN 38134-7968

Ship To:
Shelby County, TN 6465 Mullins Station Rd Memphis TN 38134-7968

Purchase Order No.	Contract No.	Customer ID	Payment Terms	
		1917	NET 30 Days	
Activity		Quantity	Unit Price	Ext. Price
MR20C000M120501	Permits Plus Annual Maintenance and Support	100	\$ 378.16	\$ 37,816.20
MR20C000M120501	Permits Plus client Server Annual Maintenance and Support	100	\$ 91.27	\$ 9,126.77
MR20C000M120501	Permits Plus Office Link Annual Maintenance and Support	100	\$ 16.90	\$ 1,689.59
MR20C000M120501	Permits Plus Workflow Annual Maintenance and Support	100	\$ 77.39	\$ 7,738.65
MR20C000M120501	Permits Plus Connect Annual Maintenance and Support	100	\$ 116.31	\$ 11,630.77
Maintenance fees for the period of: July 1, 2016 to June 30, 2017			Sub Total	\$ 68,001.98
			Subtotal:	\$ 68,001.98
			Tax:	\$ -
			Total:	\$ 68,001.98

Please direct all inquiries to:
Accounts Receivable at (925) 659-3275
Accountsreceivable@accela.com

Accela TAX ID: 94-2767678

Remit To:
Accela Inc.
774375
4275 Solutions Center
Chicago, IL 60677-4003

Wire/ACH Payments:
Wells Fargo Bank
For credit to: Accela, Inc.
Account: 412-1765507
ABA: 121000248

All amounts listed are in USD, unless otherwise specified.