



Exhibit 16 – Accela Service Availability and Security Policy

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ACCELA, INC.
AVAILABILITY AND SECURITY POLICY

Service Availability:

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
 1. Customer's use of any programs not supplied by Accela;
 2. Customer's failure to provide Accela with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
 3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
 4. Any mis-configuration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
 5. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- e. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Accela or not identified by Accela in the Specifications as being compatible with the Subscription Services.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.
- h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table



below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by Customer for the next calendar month of the Subscription Period or, if Customer does not owe any additional fees, then Accela will pay Customer the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to Customer at law, in equity or under this Agreement.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
- (2) Specifically excluded from "n" and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max \$840)
70.0% - < 80.0%	30% (max of \$1,120)
60.0% - < 70.0%	40% (max of \$1,400)
< 50%	50% (max of \$2,800)

Customer Account Login:

For Accela user interface access, Accela uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Accela will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Hosting:

Accela's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest Tier III data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Accela's data center provider is and will remain SSAE 16/ 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure. Accela also provides an off-site backup service, which is available at an additional cost. Security Patching and updates are actively evaluated by engineers and will be deployed based upon the security risks and stability benefits they offer to Accela's SaaS platform and Customers. Accela will attempt to provide customers reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to customer data.