Accela

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-40479
Valid Through: 7/20/2026
Currency: USD

Renewal Order Form

Address Information

Bill To:
Charlotte County, FL
18500 Murdock Circle
Suite 344
Port Charlotte, Florida, 33948
United States

Ship To:
Charlotte County, FL
18500 Murdock Circle
Suite 344
Port Charlotte, Florida33948
United States

Billing Name: Kevin Mangles
Billing Phone: 941-764-5540
Billing Email: kevin.mangels@charlottecountyfl.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
ePermitHub Digital Plan Room	Year 1	05/18/2026	05/17/2027	12	$202,543.85	1	$202,543.85
						TOTAL:	$202,543.85

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
ePermitHub Digital Plan Room	Year 2	05/18/2027	05/17/2028	12	$208,620.16	1	$208,620.16
						TOTAL:	$208,620.16

Pricing Summary

Period	Net Total
Year 1	$202,543.85
Year 2	$208,620.16
Total	**$411,164.01**

Renewal Terms/Information:

1. Notwithstanding anything to the contrary, this Order Form is governed by the terms and conditions in the (1) Accela Subscription Services Agreement, dated May 27, 2026, as thereafter amended in the attached addendum on May 14, 2026 (Exhibit A); and where applicable for Subscription Services, (2) Enhanced Reporting Database (ERD) Policy at Accela Terms for ERD, and (3) Managed Application Services (MAS) Policy at Accela Terms for MAS (collectively, the "Agreement").

2. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, 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 and void.

3. For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

4. Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.

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

6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

8. PermitRocket Software LLC - dba, ePermitHub ("ePermitHub") is a recent acquisition by Accela, Inc. and, as such, the ePermitHub products listed in this Order Form ("ePH Products") are not currently covered by Accela's SOCII or other security certifications provided herein. Nevertheless, the ePH Products are covered by commercially reasonable security processes and controls intended to safeguard the solution. With the above exceptions, ePH Products are subject to all other terms and conditions in this Order Form.

Signatures

Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name: Joseph M. Tiseo
Title:	Title: Chairman
Date:	Date: July 28, 2026

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Thomas M. David, County Attorney
UZ26-0688 dS

Attest:
Roger D. Eaton, Clerk of the
Circuit Court and Ex-officio
Clerk of the Board of County
Commissioners

By:_________________ Deputy Clerk

EXHIBIT

A

Accela

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-38196
Valid Through: 5/31/2026
Currency: USD

Renewal Order Form

Address Information

Bill To:

Charlotte County, FL
18500 Murdock Circle
Suite 344
Port Charlotte, Florida, 33948
United States

Ship To:

Charlotte County, FL 18500
Murdock Circle Suite 344
Port Charlotte, Florida 33948
United States

Billing Name: Kevin Mangles
Billing Phone: 941-764-5540
Billing Email: kevin.mangels@charlottecountyfl.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
ePermitHub Digital Plan Room	Year 1	11/01/2025	05/17/2026	6	$196,644.51	1	$107,481.04
						TOTAL:	$107,481.04

Pricing Summary

Period	Net Total
Year 1	$107,481.04
Total	**$107,481.04**

Renewal Terms/Information:

1. Notwithstanding anything to the contrary, this Order Form is governed by the terms and conditions in the (1) Accela Subscription Services Agreement, dated 4/28/2022, as thereafter amended (where applicable) for Subscription Services, (2) Enhanced Reporting Database (ERD) Policy at www.accela.com/terms/ for ERD, and (3) Managed Application Services (MAS) Policy at www.accela.com/terms/ for MAS (collectively, the "Agreement").

2. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, 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 and void.

3. For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

4. Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not

listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.

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6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

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8. PermitRocket Software LLC - dba, ePermitHub ("ePermitHub") is a recent acquisition by Accela, Inc. and, as such, the ePermitHub products listed in this Order Form ("ePH Products") are not currently covered by Accela's SOCII or other security certifications provided herein. Nevertheless, the ePH Products are covered by commercially reasonable security processes and controls intended to safeguard the solution. With the above exceptions, ePH Products are subject to all other terms and conditions in this Order Form.

Signatures

Accela, Inc.	Customer
Signature: Signed by: Michael E Gigliello 73668EE5EB274C8...	Signature: Hector Flores
Print Name: Michael E Gigliello	Print Name: Hector Flores
Title: Controller	Title: County Administrator
Date: May-28-2026	Date: 5/27/26

SEAL BOARD OF COUNTY COMMISSIONERS CHARLOTTE CO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Thomas M. David, County Attorney
LR26-0447

Attest:
Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk of the Board of County Commissioners

By: Kimberly Welsh Deputy Clerk
A.AGR 2023-101

MAY 14, 2026
Accela/Charlotte County
SaaS Agreement

Notwithstanding any contrary language in the Order Form, the Accela Subscription Services Agreement, the Managed Application Services Policy, the Enhanced Reporting Database Policy, or any other incorporated document, the terms of this Addendum shall supersede and control in the event of any conflict.

I. GOVERNING LAW AND VENUE (AMENDINGS SA §12.2)

A. The Subscription Services Agreement currently requires that the agreement be governed by California law and that all litigation occur exclusively in the Northern District of California. The precise language in the vendor's document states as follows: "This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California." (Accela Subscription Services Agreement §12.2, v.20251010, pages 7–8,). That provision cannot apply to Charlotte County because the County cannot waive sovereign venue and cannot be compelled to litigate outside of Florida. For that reason, the following clause is required:

B. **Proposed Clause:** "Notwithstanding anything to the contrary in the Subscription Services Agreement or any incorporated policy, the parties agree that this Agreement shall be governed exclusively by the laws of the State of Florida. Venue for any dispute, action, or proceeding arising out of or related to this Agreement shall lie solely in the State Courts of the Twentieth Judicial Circuit in and for Charlotte County, Florida, or the United States District Court for the Middle District of Florida, Fort Myers Division. Accela expressly waives any claim to jurisdiction or venue in the State of California or any other out-of-state forum."

II. INDEMNIFICATION (CORRECTING SSA §7)

A. The indemnification provision in the Subscription Services Agreement is limited solely to intellectual property claims and provides no indemnification in favor of the County for data breaches, negligent performance, or violations of Florida law. Florida law prohibits the County from indemnifying private vendors, but it does not prevent the County from requiring indemnification from a vendor. Because the County must be protected against data incidents, negligent performance, and statutory violations, the following clause is necessary:

1. **Proposed Clause:** "Accela shall indemnify, defend, and hold harmless Customer, its officers, employees, and agents from and

against any third-party claims, damages, losses, liabilities, penalties, judgments, costs, and expenses, including reasonable attorney's fees, to the extent arising out of or related to any confirmed data breach, security incident, or unauthorized access to Customer Data caused by Accela; any negligent act or omission of Accela in the performance of this Agreement; any material violation by Accela of applicable federal, state, or local law, including but not limited to chapter 119, Florida Statutes (Public Records), section 501.171, Florida Statutes (Data Breach Notification), and section 282.318, Florida Statutes (Cybersecurity); and any material breach of this Agreement by Accela, provided that Customer provides: (a) Accela notice of such claim as soon as practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim, provided that Accela shall not enter into any settlement that admits liability on behalf of the Customer or requires any payment, admission, or affirmative obligation by Customer without the Charlotte County Board of County Commissioner's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding anything else to contrary, the Charlotte County Board of County Commissioners shall retain the unilateral right to reject any proposed settlements at its sole discretion. . This indemnification obligation shall survive termination of the Agreement."

III. LIMITATIONS OF LIABILITY (CORRECTING SSA §8 AND MAS POLICY §9)

A. The Subscription Services Agreement provides the following limitation: "neither party's aggregate liability... shall exceed the total amount paid by Customer hereunder in the twelve (12) month period immediately preceding the incident." (Accela Subscription Services Agreement §8, page 5,). The Managed Application Services Policy contains a nearly identical cap: "in no event will Accela's aggregate liability... exceed the total amount paid by Customer to Accela for the Managed Applications Services in the twelve (12) month period preceding the incident." (Managed Application Services Policy §9, page 10,). These caps are incompatible with County risk standards because this software ecosystem supports mission-critical permitting, plan review, and infrastructure-related functions. The County's own liability is capped under §768.28, Florida Statutes, which requires that any vendor limitation be reciprocal and commercially reasonable.

1. **Proposed Clause:** "Notwithstanding anything to the contrary in the Subscription Services Agreement, the MAS Policy, or the ERD Policy, the limitation of liability provisions shall not apply to

breaches of confidentiality; confirmed data breaches or unauthorized access to Customer Data; violations of law; indemnification obligations; or any gross negligence or willful misconduct by Accela. Notwithstanding any language to the contrary, Accela's total aggregate liability for any claim pursuant to this section shall be $1million. No limitation of liability shall restrict or impair the County's rights or obligations under Florida public records law or sovereign immunity." Data breach means the confirmed unauthorized access to, or confirmed unauthorized acquisition, destruction, loss, or modification of, Customer Data stored in the Subscription Services by an unauthorized third party, as a result of Contractor's failure to maintain security measures consistent with its obligations under this Agreement. For purposes of clarity, Accela will materially follow the below process for Data Breach confirmation:

1. **Security Event Detected** — Accela's security team identifies an anomaly or potential incident.
2. **Investigation** — Accela conducts a reasonable forensic investigation to determine the nature and scope of the event.
3. **Confirmation** — Once the investigation confirms that unauthorized third-party access to *Customer Data stored in the Subscription Services* actually occurred the breach is "confirmed."
4. **Notification** — The notification clock starts at confirmation, not at initial detection.

Key exclusions (what is *not* a confirmed Data Breach under Accela's definition):

- Suspected or potential incidents that investigation rules out
- Incidents caused by Customer's own negligence or misuse
- Third-party attacks not attributable to Accela's systems
- Third-party attacks that did not result in unauthorized access to Customer Data through the Subscription Services

IV. DATA RETENTION AND DELETION CONFLICTS WITH FLORIDA PUBLIC RECORDS LAW

A. The Subscription Services Agreement states that "Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela" upon expiration of the Agreement. (Accela Subscription Services Agreement §11.4, page 6,). It also requires the County to pay for a database dump. Automatic deletion of County data conflicts with statutory obligations under the Florida Public Records Act, retention schedules implemented by the Division of Library and Information Services, litigation hold obligations, and auditing requirements. The County must retain full control over when and how data is deleted.

1. **Proposed Clause:** "Notwithstanding any contrary language in the Subscription Services Agreement or any incorporated policy,

Accela shall not delete, destroy, or render inaccessible any Customer Data unless expressly directed in writing by Charlotte County. Customer Data constitutes public records under chapter 119, Florida Statutes, and must be retained in accordance with applicable Florida retention schedules, litigation hold obligations, and auditing requirements. All automatic deletion provisions are superseded by this clause. Accela shall return all Customer Data in a mutually agreeable industry-standard format at no additional cost to the County."

V. ABSENCE OF SOC II CERTIFICATION FOR EPERMITHUB (ORDER FORM ¶8)

A. The Order Form explicitly acknowledges a significant security vulnerability by stating: "the ePH Products are not currently covered by Accela's SOCII or other security certifications." (Order Form, Renewal Terms ¶8, page 2,). Because the system stores construction plans, applicant personal information, contractor documentation, infrastructure layouts, and other regulated content, the absence of SOC II or equivalent certification is a significant cybersecurity concern. A compensating security requirement is essential.

1. **Proposed Clause:** "Accela shall ensure that the ePermitHub Digital Plan Room and all related hosted services comply with commercially reasonable security standards appropriate for systems storing construction plans, applicant information, contractor records, and infrastructure-related documents. Within thirty (30) days of execution of this Agreement, Accela shall provide the County with a written security attestation describing the administrative, technical, and physical safeguards used to protect Customer Data and shall update this attestation annually. Accela shall promptly remediate, at no cost to the County, any security deficiencies identified by the County that create a material risk to Customer Data. Accela shall comply with section 501.171, Florida Statutes, regarding data breach notification and shall provide notice to the County within forty-eight (48) hours of any confirmed Data Breach . Any failure by Accela to comply with the security obligations, attestation requirements, or statutory breach-notification requirements described in this clause shall constitute a material breach of this Agreement and shall be deemed a breach triggering Accela's indemnification obligations. Accela acknowledges that any data breach, security incident, failure to maintain appropriate security controls, or failure to provide the required notices shall fall within the indemnifiable events described in this Agreement, and Accela shall be liable for all damages, losses, and costs arising from such events, including any remedial or mitigation measures undertaken by the County. Notwithstanding

anything to the contrary, the parties acknowledge and agree that StateRAMP, SSAE18 SOC2 TYPE II, HIPAA HITECH, PCI-DSS v4, and CCPA audit reports and attestations of compliance (as audited and attested to by qualified third parties where applicable) allow Accela to fully adhere to all security requirements under the Agreement, where summaries of such audit reports and attestations of compliance can be provided under Contractor NDA to Customer.".

VI. AUTOMATIC RENEWAL (CORRECTING SSA §11.2 AND ORDER FORM ¶4)

A. The Subscription Services Agreement provides that "all Subscription Services will automatically renew... unless either party gives the other at least sixty (60) days' notice of non-renewal." (Accela Subscription Services Agreement §11.2, page 6,). The Order Form restates this principle by stating that "Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase." (Order Form, Renewal Terms ¶4, page 2,). Charlotte County cannot agree to automatic renewals without Board approval.

1. **Proposed Clause:** "Notwithstanding the automatic renewal provisions contained in the Subscription Services Agreement or the Order Form, this Agreement shall not automatically renew. Any renewal must be approved by the Charlotte County Board of County Commissioners and must be executed as a separate written agreement. No failure by the County to give notice of nonrenewal shall constitute consent to renewal."

VII. NON-CANCELABLE AND NON-REFUNDABLE PURCHASES (ORDER FORM ¶5)

A. The Order Form states that "[a]ll Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable." (Order Form, Renewal Terms ¶5, page 2,). This language prohibits the County from terminating the Agreement even in cases of performance failures, security incidents, or regulatory violations, which contravenes County procurement standards. The County must retain termination-for-cause rights and must be permitted to recover prepaid funds in the event of a vendor breach.

1. **Proposed Clause:** "Notwithstanding any statement that purchases are non-cancelable, Charlotte County may terminate this Agreement, in whole or in part, for any material breach by Accela, including performance failures, security incidents, or applicable violations of law. The County may also terminate this Agreement for convenience or non-appropriation of funds."

VIII. ERD POLICY – UNILATERAL SERVICE INTERRUPTIONS (ERD POLICY ¶11)

A. The ERD Policy states that "Accela reserves the right to interrupt any session that is running against ERD if, in Accela's sole discretion, the session is deemed to impact the availability or stability of the system." (ERD Policy ¶11, page 2,). This unfettered discretion could halt reporting integrations and operational workflows without warning.

1. **Proposed Clause:** "Accela may interrupt ERD access only where continued operation would present an immediate and demonstrable threat to the integrity or security of the system. Accela shall notify the County in writing within one hour of any interruption and shall restore service as soon as reasonably practicable. ERD access shall not be interrupted for administrative convenience or for reasons unrelated to bona fide security threats without the prior written approval of the County."

IX. DATA ACCESS AND COOPERATION REQUIREMENTS (MAS POLICY §8.1)

A. The MAS Policy requires the County to provide extensive access, including remote access, administrative credentials, and full cooperation to reproduce errors. These provisions can conflict with County cybersecurity policies. A security carve-out is necessary.

1. **Proposed Clause:** "Any access by Accela to County systems, networks, or environments shall comply with all County cybersecurity standards and shall be limited to the minimum access necessary to perform the services. All remote access shall occur exclusively through County-approved secure channels, using multi-factor authentication and session logging. Accela shall not access any County system or environment unless expressly authorized in writing by the County's Information Technology Director."

X. INTELLECTUAL PROPERTY AND OWNERSHIP (CORRECTING SSA §2.5)

1. The Subscription Services Agreement states that Accela retains all intellectual property rights, including all rights, title, and license to the Subscription Services, the Accela System, the Software, Support Services, Consulting Services, Aggregate Data, "and all derivative works thereof by whomever produced." (Accela Subscription Services Agreement §2.5, v.20251010, page 2,). Although this language purports to give Accela ownership of any configuration or workflow created within the system, including those developed specifically for the County, that ownership structure cannot supersede the County's obligations under Florida law. The County must be able to access, reproduce, retain, use, export, and disclose any records, workflows, or configuration-driven materials

generated through its use of the software because such materials constitute public records under chapter 119, Florida Statutes, and must remain fully available for retention, auditing, litigation holds, and public disclosure.

In order to reconcile Accela's proprietary licensing model with the County's statutory obligations, the following clause is required:

a. **Proposed Clause:** Upon the expiration of this agreement, including any subsequent addendums or amendments affecting the term of such, Accela shall provide to "the County all records, data outputs, configurations, workflows, reports, and other materials generated by the County through its use of the Subscription Services. Accela shall not restrict the County's ability to use or reproduce such materials for any governmental purpose, including but not limited to compliance with chapter 119, Florida Statutes, records-retention requirements, litigation holds, statutory or regulatory disclosure obligations, or auditing requirements. Accela retains all Intellectual Property rights including all rights, title, and license to the Subscription Services, Software, Accela System, Support Services, Consulting Services, Aggregate Data, and all derivative works thereof by whomever produced. For the avoidance of doubt, the County's public records obligations do not extend to, and nothing in this Agreement grants the County any ownership or proprietary interest in, the Subscription Services, Software, Accela System, Aggregate Data, or any other intellectual property of Accela. The Parties acknowledge and agree that there is no Work Product under this Agreement — all services and deliverables are off-the-shelf. For the avoidance of doubt, 'Work Product' as used in this section is not intended to and does not in any way include any Customer Data.."

XI. SUSPENSION RIGHTS (CORRECTING SSA §11.3)

A. The Subscription Services Agreement authorizes Accela to suspend the service immediately under several circumstances, including suspected misuse, potential violations, and late payment. The County must have an opportunity to cure before suspension, except in extraordinary security emergencies.

1. **Proposed Clause:** "Accela shall not suspend services unless it first provides the County with thirty days' written notice and an opportunity to cure the condition giving rise to the suspension. However, Accela may suspend services immediately only when

continued operation presents an imminent and material security threat. Under no circumstance may Accela suspend services due to billing disputes or alleged nonpayment without completing a good-faith dispute resolution process."

XII. ADDITIONAL COUNTY REQUIREMENTS

A. To finalize a comprehensive Addendum, the following clauses must also be included:

1. Sovereign Immunity: "Nothing in this Agreement shall be construed as a waiver of the County's sovereign immunity under section 768.28, Florida Statutes."

2. Public Records: The County has a standard Public Records Clause

3. Independent Contractor Status: "Accela is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have any control over the conduct of Accela or any of Accela's employees, except as herein set forth, and Accela expressly warrants not to represent at any time or in any manner that Accela or any of Accela's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Accela is and shall at all times remain as to the County, a wholly independent contractor and that Accela's obligations to the County are solely as prescribed by this Agreement.

4. Employee Restrictions: Charlotte County will not intentionally award publicly-funded contracts to any party who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by Accela, or any of its subsidiaries or subconsultants or subcontractors, of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by Accela or any subconsultant or subcontractor of Accela of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County. 17.2. Pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use

E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, Fla. Stat.

5. Scrutinized Vendors: Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

6. Human Trafficking: Pursuant to Section 787.06 of the Florida Statutes, by signing this Agreement, Consultant agrees and attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06 of the Florida Statutes.

XIII. RENEWAL TERMS AND INFORMATION:

A. Revised Clause 1

1. **Proposed Clause:** "Notwithstanding any contrary language in this Order Form or any referenced policy, the terms and conditions of the Charlotte County Addendum executed by both parties shall supersede and control over any conflicting term contained in the Accela Subscription Services Agreement, the Managed Application Services Policy, the Enhanced Reporting Database Policy, or this Order Form."

B. Revised Clause 2

1. **Proposed Clause:** "This provision does not apply to any mutually executed addendum, amendment, or modification agreed to in writing by both parties. Any such executed addendum shall be incorporated into and shall form an integral part of the governing agreement. This clause applies only to unilateral terms or conditions included in purchase orders or other unilateral customer documents."