**OpenGov Terms and Conditions**

**Software Services Agreement**

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 ("**OpenGov**" or "Contractor") and the customer listed on the signature block below ("**Customer**" or "City"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

## 1. DEFINITIONS

"Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"Documentation" means the documentation for the Software Services at the Customer Resource Center page found at https://opengov.zendesk.com.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified on the Order Form, commencing on the Effective Date.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

## 2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form and the Statement of Work (Exhibit C) entered into by OpenGov and Customer ("Software Services") in accordance with the requirements set forth in Exhibits A, B, and D. Contractor shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel. Contractor further agrees that, at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Contractor agrees that all persons working for or on behalf of contractor whose duties bring them upon the City's premises shall obey the rules and regulations that are established by the City and shall comply with the reasonable directions of the City's officers.

2.2 Support & Service Levels. Contractor shall provide the support at the service levels indicated in Exhibits A, B and D. Customer support is also available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels set forth in Exhibit D, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"), which is contained in Exhibit C.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

## 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. The Parties agree that the computer requirements for optimal performance of OpenGov's Software Services are contained in Exhibit E. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords, and files, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov agrees that the equipment set forth in Exhibit E is compatible with the Software Services and that City will experience optimal performance of OpenGov's Software Services if City uses the equipment set forth in Exhibit E.

## 4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 <u>Software Services</u>. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons developed by OpenGov, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services. Notwithstanding the foregoing, the Parties agree that Customer is subject to state laws regarding record retention and Sunshine Laws. Any reports generated by Customer during the Term can continue to be used by Customer after the Agreement is terminated.

4.2 <u>Customer Data</u>. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. To the extent not prohibited by any other license agreement with any other provider, Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, transfer, or store, edit and reformat the Customer Data, and to use Customer Data for purposes of product enhancement, and customer service, provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable .OpenGov shall be solely responsible for obtaining any permissions necessary to use the Customer Data for any purposes other than providing services to Customer pursuant to this Agreement.

4.3 <u>Access to Customer Data</u>. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods.

4.4 <u>Feedback</u>. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

## 5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written

consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data or records that the Customer has previously released to the public in accordance with legal requirements, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

## 6. PAYMENT OF FEES

6.1 <u>Fees; Invoicing; Payment; Expenses</u>.

(a) <u>Fees</u>. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due

under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually in advance in accordance with the Order Form.

(b) Annual Software Maintenance Price Adjustment. The pricing for the first five years is contained in Exhibit C. Thereafter, OpenGov may increase the Fees payable for the Software Services during any Renewal Term by no more than 3% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## 7. TERM & TERMINATION

7.1 <u>Term</u>. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date. and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**") unless sooner terminated pursuant to Section 7.3 below.

7.2 <u>Renewal</u>. Unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the then current term, this Agreement shall automatically renew for four (4) additional consecutive periods of one year ("Renewal Term") at the rates set forth in Exhibit C.  Thereafter, the Parties may mutually agree to renew this Agreement for additional periods of no less than one year. If the Parties are able to mutually agree to renew this Agreement with the pricing at less than or equal to the pricing provided in Section 6.1(b), the Customer's Project Manager is authorized to execute additional Order Form(s) to extend this Agreement beyond the five years set forth herein. Unless the parties enter into a new Order Form to renew the Agreement for an additional period of no less than one (1) year ("Renewal Term"), this Agreement shall terminate at the end of the applicable Initial Term or Renewal Term.

The Renewal Term, if applicable, together with the Initial Term, shall be referred to as the "Term".

7.3 <u>Termination for Default</u>. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 <u>Effect of Termination</u>.

(a) <u>In General</u>. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) <u>Deletion of Customer Data</u>. Missouri Revised Statutes Chapter 109 (Public and Business Records) Section 255, establishes minimum retention periods for the administrative, fiscal and legal records created by local governments. No administrative, fiscal or legal records

shall be deleted before the Customer has downloaded Customer Data from the Software Services, unless otherwise requested by the Customer in writing.

7.5 <u>Survival</u>. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees) for fees that accrue prior to termination, Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

## 8. REPRESENTATIONS AND WARRANTIES

8.1 <u>By OpenGov</u>.

(a) <u>General Warranty</u>. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) <u>Software Services Warranty</u>. OpenGov further represents and warrants that for a period of ninety (90) days after the production of the first successful budget book, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 <u>By Customer</u>. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data to provide the services to Customer pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 <u>Disclaimer</u>. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Service levels are listed in the SLA, Exhibit D.

## 9. LIMITATION OF LIABILITY

9.1 <u>By Type</u>. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY NEGLIGENCE, OR STRICT LIABILITYTHEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 <u>By Amount</u>. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 <u>Limitation of Liability Exclusions</u>. The limitations of liability set forth in Section 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 <u>No Limitation of Liability by Law</u>. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

## 10. MISCELLANEOUS

10.1 <u>Logo Use</u>. OpenGov shall have the right to use and display Customer's logos and trade names to provide services pursuant to this Agreement.  Any other use of Customer's logos and trade names is subject to  Customer's explicit written approval.

10.2 <u>Notice</u>. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 <u>Anti-corruption</u>. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement. If OpenGov become aware of any violation of the above restriction, then OpenGov shall promptly notify Customer.

10.4 <u>Injunctive Relief</u>. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 <u>Force Majeure</u>. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 <u>Severability; Waiver</u>. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 <u>Assignment</u>. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 <u>Independent Contractors</u>. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 <u>Reserved.</u>

10.10 <u>Governing Law and Jurisdiction</u>. This Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Boone County, Missouri, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 <u>Complete Agreement</u>. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

10.12 Auditing of Invoices. Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the contract. If during the audit it is revealed that the contractor charged the City of Columbia a price higher than the contract price, the contractor shall reimburse the City of Columbia the amount of the overcharge. In no event shall any audit occur: (1) more than one time per calendar year; (2) no less than three (3) business days prior written notice or outside of contractor's normal business hours; and (3) on systems where such audit may, in contractor's sole reasonable discretion, violate its third party confidentiality obligations.

10.13 Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

a.      Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: $500,000 for each accident, $500,000 for each disease for each employee, and $500,000 disease policy limit.

b.      Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than $2,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c.      Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than $2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d.      Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. The Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e.      The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

f.      The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

g.      Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

h.      The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

10.14 Equal Opportunity Employment / Nondiscrimination Policy. It is the policy of the City that all vendors who provide goods and services to the City by contract/agreement, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws,

ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following: (a) Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder; (b) The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA 12101 et seq.), as amended, and regulations promulgated thereunder; (c) Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964, and the regulations promulgated thereunder; and (d) Chapter 12 of the City of Columbia's Code of Ordinances. Contractor shall, as a condition of providing goods and services, as required by state and federal law and the City's Equal Opportunity Employment/Nondiscrimination ordinance, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, ancestry or disability. Where there has been a conclusive finding that contractor has violated Federal, State or Local equal opportunity statutes, ordinances, rules/regulations, or policies, the contractor shall be barred from providing goods and services to the City for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the City's governing body. Any violation of Federal, State or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the contractor is providing goods or services to the City shall be regarded as a material breach of any contract between the City and the contractor, and the City may terminate such agreement effective as of the date of delivery of written notification to the contractor.

10.15 City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Contractor shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Contractor shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it receives in connection with its performance of the services. Contractor shall not give any confidential or proprietary information to the City to maintain. If it is required under this Agreement or by law that the City maintain any confidential or proprietary information or documents about Contractor' business,

operations, financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.

10.16 HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage due to the gross negligence or willful acts or omissions of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in performance of the services set forth in this Agreement. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

10.17     Indemnity. OpenGov shall indemnify and hold Customer, its elected and appointed officials, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) to the extent arising out of or in connection with a third party claim alleging that the Software Services infringes a copyright, patent (U.S. only), or a trademark of, or has caused harm to the rights of, a third party.  If the Software Services becomes, or in OpenGov's opinion is likely to become, the subject of an infringement claim, OpenGov may, at its option and expense, either (a) procure for Customer the right to continue using the Software Services, (b) replace or modify the Software Services so that it becomes non-infringing, or (c) terminate the licenses granted hereunder and give Customer a pro-rata refund for any pre-paid, unused fees paid by Customer. Notwithstanding the foregoing, OpenGov will have no obligation under this Section or otherwise with respect to any infringement claim based upon (i) any use of the Software Services not in accordance with this Agreement or for purposes not intended by OpenGov, (ii) any use of the Software Services in combination with other products, equipment, software, or data not supplied by OpenGov, (iii) any use of any release of the Software Services other than the most current release made available to Customer, or (iv) any modification of the Software Services by any person other than OpenGov or its authorized agents or subcontractors.  Customer shall (a) promptly give notice of a claim to OpenGov; (b) give OpenGov sole control of the defense and settlement

of the claim (provided that OpenGov may not settle such claim unless such settlement unconditionally releases Customer of all liability and, does not adversely affect OpenGov's business or the Software Service). Any settlement that does not unconditionally release Customer of all liability shall require Customer's consent.; (c) provide to OpenGov all available information and reasonable assistance; and (d) not compromise or settle such third-party claim. THE FOREGOING IS OPENGOV'S SOLE OBLIGATION AND CUSTOMER EXCLUSIVE REMEDY WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION. Customer may opt to retain its own Counsel at its own expense.

10.18 Subcontractors. Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain written prior approval from the City for activities or duties to take place at the City site. In using subcontractors, the Contractor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Contractor.

10.19 Warranty. Contractor represents and warrants that for a period ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. Contractor does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section must be submitted in writing to Contractor during the Term. Contractor's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted, or if Contractor is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services. Contractor further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related Statement of Work and generally prevailing industry standards. For any breach of the Professional Services warranty, the City's exclusive remedy and Contractor's entire liability will be the reperformance of applicable services. If contractor is unable to re-perform all such work as warranted, the City will be entitled to recover all fees paid to contractor for the deficient work. The City must make any claim under the foregoing warranty to Contractor in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

10.20 Resolution and Response Time. Contractor represents that all resolution and response times shall adhere to the standards set forth in Exhibit D, Support and Software Service Levels.

10.21 Continuity of Warranty. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found in Exhibit D, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

10.22 Licensing Structure. Contractor retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons developed by Contractor, are the property of the Contractor, and the City may not copy, imitate or use them, in whole or in part, without Contractor's prior written consent. Subject to the City's obligations under this Agreement, Contractor hereby grants to the City a non-exclusive, royalty-free license during the Term to use the Software Services. For the avoidance of doubt, "Intellectual Property Rights" means, all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights and any other proprietary rights in intellectual property of every kind and nature. Notwithstanding the foregoing, the Parties agree that City may store, display, and use any documents or reports developed during the Term using the Software Services. The termination of this Agreement does not terminate the City's rights to use any documents or reports developed prior to termination.

10.23 Data Ownership and Security. Contractor and its software and services shall comply with the requirements of this Section. Contractor shall require its subcontractors or third party software providers to at all times comply with the requirements of this section.

a.       Contractor further covenants that any data entered into the software from the City, its employees or customers or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and

proprietary information belonging to either the City or its customers or users of the Software. Contractor shall not sell or give away any such City Data.

b.      Contractor shall maintain the security of City Data and that of City's customers and any user that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours after a Party's senior leadership becomes aware of the breach or compromise.

c.      NO HARMFUL CODE: Contractor warrants that the Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. "Harmful Code" shall also include any code containing any program, routine, or device which is designed to monitor consumers in the privacy of their home or during other private activities without their knowledge, including but not limited to the use programs to monitor the use of audio beacons emitted by television contained in software programs such as Silverpush or other comparable program or the use of video or photographic content without the consumers consent. Contractor shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.

d. Contractor warrants and guarantees that the products, equipment, software and services do not include products, software and services prohibited by any presidential order, state or federal law, rule or regulation, including but not limited to the 2019 National Defense Authorization Act.

10.24 Video Taping. City reserves the right to video and/or audiotape any and all training sessions, whether held at City site, contractor's site, or via teleconference or webinar. Use of such tapes shall be strictly for City staff training purposes.

10.25 Major Releases / Upgrades. City shall be entitled to future releases and upgrades within five (5) years from the Effective Date, whether of a "minor" or major" nature, of contractor's Software for no additional cost beyond the Annual Support Agreement fees.

10.26 Solution Longevity. Contractor certifies solutions prescribed in their proposal response will remain available and supported for a minimum of five (5) years from the time the contract is signed and that any material changes to Contractor's company or products will not affect the City's implementation or support.

10.27 Contractor Merger or Acquisition. In the event that the Contractor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract until the end of the present contract term.

10.28 Intellectual Property. All information or data owned by the City shall remain the property of the City unless otherwise noted, copyright protected, or defined or agreed to by both parties.

10.29 Disaster Recovery & Disaster Recovery Testing. There will be no additional software license cost to process at another site in the event of a disaster that shuts down the City's primary location or for testing at the disaster recovery site.

10.30 Advertisement. Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the City unless Contractor receives specific written authorization in advance from the City. Such publications will be provided to City in draft form for City's advance review. City will review such drafts promptly and will provide comments to contractor. City may require deletion of proprietary data or confidential information from such publications. The cost of contractor's activities pertaining to any such publication or advertisement shall be paid entirely by the contractor. Nothing in this clause shall preclude contractor from listing the City on its routine list for matters of reference.

10.31 Electronic Signature. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted

signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

10.32 No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

10.33 Nature of City's Obligations. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

10.34 Employment of Unauthorized Aliens Prohibited. CONTRACTOR agrees to comply with Missouri State Statute Section 285.530 in that CONTRACTOR shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, CONTRACTOR shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONTRACTOR shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CONTRACTOR shall require each subcontractor to affirmatively state in its contract with CONTRACTOR that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. CONTRACTOR shall also require each subcontractor to provide CONTRACTOR with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

10.35 If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, Contractor hereby certifies that Contractor is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

10.36 General Laws. Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

10.37 Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

10.38. City's Designation of Project Team.  The City hereby designates the following employees to serve in the following roles on the City's Project Team:

Matthew Lue          Executive Sponsor

Andrea Greer         Budget Owner and Project Lead

Natalie Loaiza       Project Manager and Data and Systems Lead

The City may change the employees assigned to these roles by written notice to Contractor.

10.39 Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit              Description

A       Technical Requirements Compliance Checklist Updated

B       Scope of Services, Performance Specifications, Schedule and Testing Requirements

C       Quote and Statement of Work

D       Support and Software Service Levels

E       Computer Requirements for Optimal Performance of OpenGov's Software

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

**CITY OF COLUMBIA, MISSOURI**

By: _____
De'Carlon Seewood, City Manager
Date:_____

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Nancy Thompson, City Counselor/rw

CERTIFICATION:     I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number __11001010-504990_____ and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor for the initial term in the amount of $156,795.00. All other renewal terms are subject to appropriation.

By:     _____
Matthew Lue, Finance Director

**OPENGOV, INC., CONTRACTOR**

DocuSigned by:

By: _____
      Sean Want
Name:_____
Title: General Counsel
Date: 4/7/2023 _____

ATTEST:

_____
Name:_____

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Exhibit A – Technical Compliance Checklist

## EXHIBIT H

## TECHNICAL REQUIREMENTS

| Key* | Description |
|---|---|
| F | **Fully functional**, provided "Commercial Off-The-Shelf (COTS)" |
| CU | **Customization** (Change to source code required) |
| CO | **Configuration** (Setup required with built-in tools and procedures but no change to source code is required.) |
| TP | **Third-Party** (Additional software required to provide Requirement.) |
| R | Provided with **Reporting** Tool |
| NA | **Not Available** |

The Vendor must complete this checklist by indicating at what level each requirement can be met. Please respond by entering the appropriate **Key** code next to each requirement. Vendors should also use the comments section to further explain how their proposed solution meets the requirement.

| Req. No. | Mandatory/ Optional Requirement | Requirement | Key* | Comments |
|---|---|---|---|---|
| **A.1 General Application Requirements** | | | | |
| A.1.1 | M | The City shall be entitled to any and all **upgraded versions** of the solution covered in the contract. | F | All updates and enhancements are included in the annual software subscription. |
| A.1.2 | M | The Vendor shall provide **free and timely upgrades** to the software when published. | F | All updates and enhancements are included in the annual software subscription. |
| A.1.3 | O | If applicable, software fixes and enhancements for other client implementations shall be made available to the City at no charge. | F | All updates and enhancements are included in the annual software subscription. |
| A.1.4 | M | All patches, upgrades and updates shall be **coordinated** with the City to ensure proper planning and notifications. | F | All updates and enhancements are included in the annual software subscription. |
| A.1.5 | M | The solution shall provide well defined **change management** processes, including pre-defined all inclusive migration processes for software releases, operating system upgrades, layered software upgrades, and hardware configuration changes. | F | |
| A.1.6 | O | The solution shall support Electronic Data Interchange (EDI). | F | |
| A.1.7 | M | The solution shall comply with all current **government standards** and web-based transaction encryption standards identified by the City (i.e. HIPAA, CJIS, NERC/CIP, PCI, etc.) | F | OpenGov Budgeting & Planning was designed specifically for government agencies, however we would like more information about the specific standards the City expects from the solution, as the ones listed here do not apply (there will be no HIPAA or PCI data imported into the system). |
| A.1.8 | O | The solution shall provide customizable user interfaces. | CO | OpenGov Budgeting & Planning is highly configurable and flexible to meet end user needs and approval workflows, however we |

|  |  |  |  |  | do not provide custom software. |
|---|---|---|---|---|---|
| A.1.9 | **M** | The software vendor shall provide client support and maintenance with **Service Level Agreements** based on case severities. | F |  | OpenGov's SLAs can be found at the following link: https://opengov.com/service-sla/ |
| A.1.10 | **O** | Application source code shall be placed in **escrow**. | NA |  | As a cloud-based SaaS solution, this is not applicable, as it pertains to legacy on-prem software. |
| A.1.11 | **M** | The solution shall provide the ability to maintain and update **non-production environment**(s). | CO |  | Yes, a non-production environment is available for an additional cost. However, we typically find this is generally not necessary. Non-production, test, and QA are simply additional tenants under a multi-tenant system and are available to our customers should they need it. Newly released features are incremental changes and non-invasive to our customers, which negates the need for additional environments. In addition, we provide feature flags that allow our customers to review new capabilities prior to releasing into their tenant, which also minimizes the need for a non-production environment. |

| Req. No. | Mandatory/ Optional Requirement | Requirement | Key* | Comments |
|---|---|---|---|---|
| **A.1 General Application Requirements (continued)** | | | | |
| A.1.12 | **M** | The solution shall provide the ability to apply software upgrades to non-production environment(s) before applying to a production environment. | CO | OpenGov reviews these types of requests on a case-by-case basis for customers who request it. However, with our multi-tenant SaaS model, maintaining separate environments is not usually necessary. |
| A.1.13 | **M** | The solution should have the capability to present users with **tools which are relevant** in the current context, eliminating or disabling irrelevant tools. It should use progressive disclosure to reveal information as it is needed and give users the option to hide information they don't consider useful. | F | This is not applicable to OpenGov Budgeting & Planning. There are no "irrelevant" tools included within the system. |
| A.1.14 | **O** | The solution functionality should provide intelligent support related to **drop-down table entries**. For example, it should be possible to select items in a list by clicking on the desired choice or typing as much of the item description as is needed to uniquely identify it (similar to the Microsoft Outlook address book). It should be possible to type an exact value into a table-validated field. | NA | This type of functionality is available in parts of the solution but not throughout. |
| A.1.15 | **M** | The solution should **ensure key data persists** as the user moves from one window (screen) to the next, to minimize re-entry and mistakes. | F | Data can be saved so that it is not lost and does not require re-entry. |
| A.1.16 | **O** | The solution should provide means to **validate column data** by checking entered values against a list of valid values maintained in tables by City or service provider personnel. | NA | We would like to have more information from the City on the expectations for this requirement before we can sufficiently answer in full. |
| A.1.17 | **O** | The solution shall allow both online and batch entry of data. | F | OpenGov offers multiple options for entry of data as described. |
| A.1.18 | **O** | The solution shall accommodate background **(batch) jobs** concurrently without interrupting normal business operations. | F | |
| A.1.19 | **M** | The solution shall **edit all transactions** for errors and provide immediate user feedback, including error messages and possible corrective actions. | F | Error messages appear within the system when data is not entered correctly. |
| A.1.20 | **O** | The solution should provide ability to **assign default values** for enterable fields, whenever possible. This includes defaulting User ID fields to the currently signed-on user, department fields to the current user's department, and date fields to the current date, when appropriate. | CO | |
| A.1.21 | **O** | The solution shall provide support for **inter-process communication** including, but not limited to, the following:<br>● *Attachment of standard object types in an object library*<br>● *Cut and paste capability from data fields and screens to other applications.* | F | |

| Req. No. | Mandatory/ Optional | Requirement | Key* | Comments |
|---|---|---|---|---|
| A.1.22 | M | The solution shall be **compliant** with open standards such as but not limited to, MAPI, SMTP, SNMP, and SFTP. | CO | Yes, OpenGov can be configured to send email notifications to users when certain events take place. Email notifications include, but are not limited to: feedback submitted by the public, new data is included in a report, budget is shared with others, a user imports a budget successfully, a proposal status has changed, a comment has been entered into a proposal, a story has been shared, etc. The system can be configured to send emails immediately, or collect them and send a "daily digest" of all notifications under a single email to the recipient. OpenGov supports common internet email protocols such as SMTP. |
| A.1.23 | M | The solution should contain an **API** to assist with integrations. | F | Currently, our Budgeting and Planning suite does not offer an open API. We have internal closed APIs used for various purposes within the budgeting and reporting system. Integration with financial or other external systems is achieved through a combination of ETL, internal APIs and SFTP. Having said this, open APIs are an important need and it is high on our list of priorities to introduce to our customers, especially our implementation and deployment partners in order to support the various needs of our users across all our product suites. |
| A.1.24 | M | Software should run with **least possible privilege**. | CO | User roles and permissions can be configured and assigned by admin users. |

| Req. No. | Mandatory/ Optional Requirement | Requirement | Key* | Comments |
|---|---|---|---|---|
| **A.2 General Database and Reporting Requirements** | | | | |
| A.2.1 | M | Solution shall support **SQL Server 2017** Standard or above. | CO | OpenGov can configure a SQL database connection, if desired. |
| A.2.2 | O | The solution should allow **insertion of data** from a third party tool, i.e. Digital Transformation Services (DTS) or SQL Server Integration Services (SSIS), for at least basic setup of tables or synchronization points, i.e. vendor lists, contacts, etc. | NA | This is not applicable. |
| A.2.3 | O | Additional ad-hoc reporting capabilities should be available utilizing **Crystal Reports or SSRS** (SQL Server Reporting Services). | R | OpenGov's subscription includes our own Reporting & Transparency Platform. |
| A.2.4 | M | The solution shall use and maintain a *primary key* across all Databases / Tables. | F | |
| A.2.5 | M | The solution shall utilize appropriate database rules and constraints to enforce and maintain **referential integrity**. | F | |
| A.2.6 | M | The solution shall provide for **simultaneous** access to data by concurrent users. | F | |
| A.2.7 | O | The solution shall provide standard structured query language (**SQL**) capabilities for database queries. | F | |

| A.2.8 | O | The solution shall provide the ability to **lock** database records at a row and column level. | F | |
|---|---|---|---|---|
| A.2.9 | O | The solution shall allow for **data replication** for disaster recovery. | F | Data is continuously replicated across AWS zones, and every 24hrs a snapshot is sent to Amazon's West-2 region for backups. |
| A.2.10 | M | The solution shall provide the ability to copy and/or **archive data** to external storage media (data warehouse, tape, cloud) based on user-defined selection criteria and times. | F | Backups are automated and handled by OpenGov as part of our SaaS offering. It's a process that impacts all of our customers and therefore cannot be modified through user defined options specific to individual customers. However, customers do have the option and ability to archive data themselves independent of the automated process built into our cloud infrastructure. Customers can export data, either in standard OpenGov datasets or via select options of their choice through the easy to use "Proposal Export" feature. This provides flexibility to export data in a CSV file or Excel format and it can be stored in external storage media outside of the automated backup process.<br><br>For a more detailed explanation of our internal process, OpenGov's databases and application architecture are secured by an automated backup recovery system, which retains backup data for 35 days. Our data recovery system supports point-in-time restores, which allows us to restore a database from backup at any point within the 35-day retention window. Once a point in time restore is initialized, a new database is created using the retained data from the backup. Creation time of the new database can vary, but it is typically operational and ready for use within 15 minutes. We can recover from a catastrophic failure within about 30 minutes, and this is tested on a quarterly basis.<br><br>In addition, our production and backup datacenters are located geographically apart from each other providing further protection should there be external events beyond anyone's control. One is located in the East while the other is located in the West. |

| Req. No. | Mandatory/ Optional Requirement | Requirement | Key* | Comments |
|---|---|---|---|---|
| **A.3 General Infrastructure Requirements** | | | | |
| A.3.1 | M | The solution shall operate on a platform which provides **extensibility, redundancy, scalability, reliability and connectivity**. | F | OpenGov's applications and infrastructure are designed to scale quickly and automatically in response to workloads, allowing us to provide steady and predictable performance to our customers. OpenGov can simply provision additional compute and storage based on the requirements of our customers. |
| A.3.2 | M | The solution shall use **TCP/IP** and subsequent standards as approved by IEEE as the standard network protocol. | F | OpenGov supports HTTPS using Transport Layer Security (TLS), an IETF standard cryptographic protocol, to provide end-to-end communications security for data that is fed to our platform. TLS is widely used for "encryption-in-transit" scenarios in internet communications and online transactions (e.g. by financial institutions). |
| A.3.3 | M | The solution shall integrate with the City's **Active Directory (Federated) Services** to promote Single sign-on. | F | OpenGov offers Single Sign-On (SSO) and platform-local authentication mechanisms to its customers. |
| A.3.4 | O | The solution shall provide email integrations via **SMTP (Gmail).** | F | OpenGov can integrate with third-party systems including SMTP email services |
| A.3.5 | O | The solution shall support dynamic **load balancing** and automatic fail-over between multiple servers. | F | Yes, AWS and Kubernetes perform auto-scaling and load balancing. |
| A.3.6 | M | The solution shall maintain data integrity to **mitigate data loss** or corruption. | F | |
| A.3.7 | M | The solution shall accommodate **unattended backup** of critical system tables, transaction logs, files, operating system and other information by allowing full, incremental and live backups. | F | |
| A.3.8 | M | The solution shall be able to accommodate recovery practices (**restore from backup**) in the event of a qualifying data event. | F | Our databases and application architecture are secured by an automated backup recovery system, which retains backup data for 35 days. Our data recovery system supports point-in-time restores, which allows us to restore a database from backup at any point within the 35-day retention window. Once a point in time restore is initialized, a new database is created using the retained data from the backup. Creation time of the new database can vary, but it is typically operational and ready for use within 15 minutes. We can recover from a catastrophic failure within about 30 minutes, and this is tested on a quarterly basis. The OpenGov Cloud Platform has: • a Recovery Point Objective (RPO) of 24 hours (RPO refers to the maximum duration of data loss due to a major incident.) • a Recovery Time Objective (RTO) of 24 hours (RTO refers to the maximum duration for restoration of service after a major incident.) |
| A.3.9 | M | Vendor shall **encrypt** City data while in storage (at rest) and provide decryption means. | F | Data stored in the OpenGov platform is encrypted "at rest" in the databases and storage using AES-256 (Advanced |

|  |  |  | Encryption Standard with 256-bit keys). Use of AES is approved by NIST in its FIPS 197 publication. |
|---|---|---|---|

*Request from City of Columbia, MO (04.03.2023) - Addition to Section A.1*

| A.1.25 | M | The cloud vendor shall adhere to WCAG 2.1 Level AA compliance for web hosted solutions and/or SaaS offerings that are web based in accordance with the Americans with Disabilities Act. | F |  |
|---|---|---|---|---|

| Req. No. | Mandatory/ Optional Requirement | Requirement | Key* | Comments |
|---|---|---|---|---|
| **A.4 General Workstation / Hardware Compatibility Requirements** | | | | |
| A.4.1 | M | The solution shall support, at a minimum, 32-bit IBM-compatible front-end personal computer (desktop or laptop) with **Microsoft Windows 10 Pro** operating system. | F | Yes, OpenGov can be accessed from a Windows 10 operating system with an internet connection and industry standard web browsers. |
| A.4.2 | M | The solution shall be compatible with **Trend Micro Apex One 2019** anti-virus software. | F | We do not have any customers who have experienced this - where their antivirus software prevented access to our cloud environment. This includes over 1,100+ local government agencies nationwide. OpenGov Budgeting and Planning is a world-class, multi-tenant SaaS application designed with the highest level of security in mind. We treat the security and reliability of our cloud platform and that of the data it hosts with utmost importance. A customer's PC antivirus software, or any software for that matter, is prevented from unauthorized access to our system. In other words, we do not allow third-party software to access our multi-tenant environment for the purposes of installing antivirus software, nor do we find it necessary for our clients to do so since OpenGov is responsible for providing this capability. Additional information can be found at https://opengov.com/trust/ |
| A.4.3 | M | If accessed from a browser, the solution shall be compatible with **Chrome**, FireFox, or Internet Explorer. Vendor must provide list of compatible versions and any other items related to browser-based solutions. | F | For the most optimized experience, please use one of the following browsers: Chrome (recommended): 66 and above Edge (BrowserEngine Version): 18 and above Firefox: 72 and above Safari: 12 and above |
| A.4.4 | M | The City is a **Google** shop and utilizes Google Suite and **Gmail**. The solution must be able to interface with these technologies. | F | OpenGov can integrate with third-party systems including SMTP email services |
| A.4.5 | O | If scanners are required, the solution shall be compatible with the following **scanners**: - Canon DR-2580C, DR-M140 - EPSON DS-510, ES-400 | NA | This is not applicable to OpenGov's cloud software. |
| A.4.6 | O | If printing is required, the solution should be compatible with the following **printers**: - CANON / Image Runner C5235 - CANON / iR-ADV C9280-A2 - HP Color LaserJet M750 - HP Color LaserJet MFP 400, M476dn, M570DN, M680 - HP LaserJet M630, M652dn - HP LaserJet MFP M4345, M4555, M830z - Sharp MX-3071, MX-4071, MX-4072, MX-B476W, MX-M3071, MX-M3571, MX-M4071 | NA | This is not applicable to OpenGov's cloud software. |

| Req. No. | Mandatory/ Optional Requirement | Requirement | Key* | Comments |
|---|---|---|---|---|
| **A.5 General Security Requirements** | | | | |
| A.5.1 | O | The solution shall provide the capability to support **public/private key encryption**. | F | OpenGov supports HTTPS using Transport Layer Security (TLS), an IETF standard cryptographic protocol, to provide end-to-end communications security for data that is fed to our platform. TLS is widely used for "encryption-in-transit" scenarios in internet communications and online transactions (e.g. by financial institutions). |
| A.5.2 | M | The solution shall provide an **audit trail** for tracking changes for what was changed, who made the change, and when the change was made. Including but not limited to the following:<br>● *Applications*<br>● *User Access*<br>● *Database Modifications* | F | OpenGov uses an audit trail to date and time stamp proposals and approvals so administrators can track when each change was created. Commentary and discussions are also logged and stored in OpenGov so that the following year analysts can go back and review why a decision was made, and by whom. |
| A.5.3 | M | The solution should disable a user account if a defined number of **unsuccessful login attempts** are made within a defined time period. | F | OpenGov supports identity provider-initiated Single Sign-On (SSO) for any provider using federated authentication via Security Assertion Markup Language (SAML) 2.0. This includes ADFS. Login attempts are governed by the customer's Active Directory. |
| A.5.4 | M | The solution should automatically log users off of the application running on a workstation after a defined period of **inactivity** on that workstation. | F | User sessions are currently timed out at 72 hours of inactivity. |
| A.5.5 | M | The solution shall provide **security control**, audit and setup capabilities for the system administrator. | F | |
| A.5.6 | M | The system administrator must be able to establish new users, remove users, update users, lock users and to set **security access** rights for users that both restrict and allow access to solution capabilities. | F | |
| A.5.7 | M | The solution shall not transmit, display or store User ID's or passwords in **clear text**. | F | |
| A.5.8 | M | System account names should be unique. Passwords should meet minimum complexity standards as defined by the City. Length: 15; Requires 1 lower case, 1 upper case, 1 number and 1 special character. | F | Yes, 15 character passwords can be created. The maximum character length is 128. The customer's Active Directory settings will also dictate password policy. |
| A.5.9 | M | **The solution shall never use default user names and passwords.** | F | |

| Req. No. | Mandatory/ Optional Requirement | Requirement | Key* | Comments |
|---|---|---|---|---|
| **A.6 Cloud Hosted / SaaS Requirements (complete if applicable)** | | | | |
| A.6.1 | M | The solution **high availability** standard shall be greater than or equal to 99.9% during normal business hours. | F | OpenGov's Quarterly Uptime Percentage is 99.9%. |
| A.6.2 | M | The solution shall include at minimum, a **256 bit** encrypted SSL Certificate from a certified authority. | F | Data stored in the OpenGov platform is encrypted "at rest" in the databases and storage using AES-256 (Advanced Encryption Standard with 256-bit keys). Use of AES is approved by NIST in its FIPS 197 publication. |
| A.6.3 | M | **All data must remain in the United States** of America, including replication, backups and off-site storage of data. | F | The OpenGov Cloud platform is currently provisioned in the US East (Northern Virginia) Region of AWS. Within that Region, OpenGov uses multiple Availability Zones that are interconnected with each other using low latency, high-throughput, and highly-redundant networking. OpenGov has purposefully built geo-isolation between its production and pre-production (e.g. dev/test) environments. Our pre-production environments are provisioned in the US West (Oregon) Region of AWS. |
| A.6.4 | M | The solution must be **hosted** within the United States of America. | F | |
| A.6.5 | M | All City data stored in the cloud is the **property of the City**. Data shall remain accessible, queryable and exportable during the duration of the agreement. | F | All City-owned data that is uploaded into the system shall remain the property of the City. The City will be able to export data from the system during the term of the agreement. |
| A.6.6 | M | The vendor will respond to **records requests** within the timeframe stated in the agreement. The vendor will accept liability if the records request is not fulfilled in the agreed upon timeframe. | R | OpenGov's Budgeting and Planning suite also includes our award-winning Reporting & Transparency Platform. This added capability allows our customers to take any information from our system and publish it to the public, giving citizens visibility into the City's information. Many customers have reported a reduction in FOIA (or Sunshine) requests because of this capability since their citizens were able to go directly online and drill into the data themselves.<br><br>OpenGov also has an award-winning Customer Success team dedicated to the success of our customers. This is an independent team that operates outside of our standard Support team. OpenGov Customer Success Managers are customer-facing and complementary resources who will also make in-person customer visits to help our customers gain maximum value from their investment into the partnership with OpenGov.<br><br>In the event that neither our public transparency portal, nor the easy-to-use download capability as mentioned above is unable to support the sunshine request, OpenGov will make every reasonable attempt to assist the City of Columbia in the use of our software to support the request. |
| A.6.7 | O | All cloud deployments that are intended to perform a service for our customers will be deployed using the **CoMo.gov domain name**. The cloud vendor shall not expect to maintain DNS records belonging to the City. | NA | This is not applicable to the solution being proposed. |

| A.6.8 | O | The cloud vendor will provide the **IP addresses** used for the como.gov domain name service prior to deployment. The cloud vendor shall not change the IP addresses used with a frequency of greater than once per year. The cloud vendor shall notify the City IT department in writing on official letterhead 30 days in advance of any IP address changes. | NA | This is not applicable to the solution being proposed. |
|---|---|---|---|---|
| A.6.9 | O | The cloud vendor will provide the IP addresses from which **email** will be sent as como.gov domain. The City IT Department will use this information to update the CoMo.gov SPF record. | NA | This is not applicable to the solution being proposed. |
| A.6.10 | O | The cloud vendor will take all reasonable precautions to ensure that **SPAM** is not sent using the CoMo.gov domain or from any IP address under cloud vendor control that has been associated with the CoMo.gov domain. | NA | This is not applicable to the solution being proposed. |
| A.6.11 | O | The cloud vendor will react to **email abuse** reports in a timely manner. | NA | This is not applicable to the solution being proposed. |
| A.6.12 | M | The cloud vendor shall conduct **regular security audits** of their solution. The security audits shall include internal and external review of solution security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits. | F | OpenGov performs a periodic review of security policies and controls on a yearly cadence. OpenGov targets policy alignment with NIST 800-53 moderate and we are in the process of Control Implementation for our SOC2 Type2 process, which we will maintain on an annual basis. |
| A.6.13 | M | The cloud vendor shall apply all **system patches** within 30 days of release. Critical | CO | OpenGov platform updates (whether for hardware, software, performance, or scale) are hassle-free and transparent to our customers. We offer a high-level of predictability while at the same time providing a virtually continuous stream of new features and fixes.<br><br>Generally speaking OpenGov updates its applications every two weeks during off-business hours. The only times we make an exception to that is to deliver "hot fixes" for critical service issues. Regardless of the hour, our maintenance activities are performed without causing any downtime. |

| | | system patches shall be applied immediately after testing. | | |
|---|---|---|---|---|

| Req. No. | Mandatory/ Optional Requirement | Requirement | Key* | Comments |
|---|---|---|---|---|
| **A.6 Cloud Hosted / SaaS Requirements (continued)** | | | | |
| A.6.14 | M | The cloud vendors shall have a method for correcting discovered **vulnerabilities**. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release. | F | OpenGov uses Continuous Integration (CI) and an industry-leading vulnerability analysis service to continuously and automatically scan its applications for vulnerabilities at every stage of their lifecycle, especially during pre-production. All code repositories are continuously scanned for known defects and vulnerabilities, and they're scanned again when that code is compiled into binary artifacts for distribution.<br><br>An industry-leading Intrusion Detection Service (IDS) is in place for continuous monitoring across multiple concern vectors: vulnerability detection, file integrity monitoring, configuration auditing, and threat-correlation. A barebones, Linux-based operating system image is used on the hosts and is continuously monitored for vulnerabilities. |
| A.6.15 | M | The cloud vendor will take responsibility for **security incident handling** if their solution is compromised. | F | |
| A.6.16 | M | The cloud vendor shall immediately notify the City of any **breaches** and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City with the correct information. | CO | Once our team is aware of an incident and the impact to the customer, notification will occur within 24 hours, via email or phone call, and regular status updates will be provided until the incident is closed. Your customer support team will be your main point of contact with updates, and the OpenGov security and legal teams will be available as needed for support. Additionally, our resource center will also include information about security events any time customer data may have been impacted, and will update their content with the root cause analysis when it becomes available. |
| A.6.17 | M | If investigation, containment, and eradication efforts by the City incur costs while fault lies with the cloud vendor, the cloud vendor will assume the costs. | CO | OpenGov will review these on a case-by-case basis. Any costs assumed by OpenGov would need to be reflected in the executed agreement between the City and OpenGov. |
| A.6.18 | M | The cloud vendor will provide their **incident response plans**. Response plans will include procedures for both security and disaster incident response. | CO | OpenGov has an Incident Response Plan that is reviewed and updated annually. In addition, we conduct tabletop exercises frequently to test the plan and ensure all members of the incident response team (IRT) understand their role in an incident. Because the plan includes detailed systems and contact information, this is considered company confidential and not shared outside of our organization. However, if a |

|  |  |  |  | customer has a question about our plan, we are happy to discuss it with them. |
|--|--|--|--|--|
|  |  |  |  |  |

| Req. No. | Mandatory/ Optional Requirement | Requirement | Key* | Comments |
|---|---|---|---|---|
| **A.7 On-Premises (Hosted by City) Requirements (complete if applicable)** |
| A.7.1 | M | All data for the solution should be **directly accessible** from major industry standard data access tools for potential use in reporting and integration with other City systems. | | |
| A.7.2 | M | Production and non-production databases shall remain **separate** and not reside on the same database server. | | |
| A.7.3 | M | The solution shall be Open Database Connectivity (**ODBC**) compliant. | | |
| A.7.4 | O | The solution shall provide documented **best practices** including but not limited to optimum database and client maintenance. | | |
| A.7.5 | M | The solution shall be able to run on **VMWare ESXi** Virtual Infrastructure. | | |
| A.7.6 | M | The solution shall be able to run on **Windows Server 2019** Standard or above. | | |
| A.7.7 | M | The solution shall support, at a minimum, **64-bit** back-end (server) processing including but not limited to multiprocessors and multi-threaded processes. | | |
| A.7.8 | M | The solution shall be compatible with Trend Micro Apex One 2019 **anti-virus software**. Please list exceptions or concerns in comments. | | |
| A.7.9 | M | If the solution connects to the Internet, an industry accepted level of **encryption** must be used for data transmissions. | | |
| A.7.10 | M | The solution shall permit **operating system patching and updates**, and allow for a system restart when a patch or update requires it. | | |
| A.7.11 | M | R**emote vendor access** for support shall be accomplished through secured methods. | | |

| Req. No. | Mandatory/ Optional Requirement | Requirement | Key* | Comments |
|---|---|---|---|---|
| **A.8 Implementation, Training and Support Requirements** | | | | |
| A.8.1 | M | Vendor shall include in the **Implementation Plan** the ways and means of how the implementation shall be managed, including, but not limited to schedule, risk, and quality. | F | Please refer to the Statement of Work that is attached with our proposal. |
| A.8.2 | M | Vendor shall include in the Implementation Plan the descriptions of the **vendor roles** and responsibilities during the solution implementation. | F | Please refer to the Statement of Work that is attached with our proposal. |
| A.8.3 | M | Vendor shall include in the Implementation Plan the descriptions of the **City's roles** and responsibilities during the solution implementation. | F | Please refer to the Statement of Work that is attached with our proposal. |
| A.8.4 | M | Vendor shall state in the Implementation Plan **assumptions and expectations** for both the vendor and City stakeholders, in order to reduce any and all ambiguity during the implementation. | F | Please refer to the Statement of Work that is attached with our proposal. |
| A.8.5 | O | Vendor shall include in the Implementation Plan the process for **loading data** into reference tables, such as users, roles, etc. | F | Please refer to the Statement of Work that is attached with our proposal. |
| A.8.6 | O | Vendor shall include in the implementation plan any **conversion** services required. | F | Please refer to the Statement of Work that is attached with our proposal. |
| A.8.8 | M | Vendor shall provide application **support** by phone (toll-free) and email during normal business hours (8:00 A.M. - 5:00 P.M.CST, M- F). | F | OpenGov Support is available Monday through Friday from 6:00 AM to 9:00 PM CST. |
| A.8.9 | M | Vendor **training** should not be done on production systems/data. | F | |
| A.8.10 | O | Vendor shall provide a comprehensive description of the *technical* training available to the City for the solution. | F | Please refer to the training section of our proposal. |
| A.8.11 | M | Vendor shall provide a comprehensive description of the *functional* training available to the City for the solution. | F | Please refer to the training section of our proposal. |

EXHIBIT B – Scope of Services, Performance Specifications, Schedule and Testing Requirements

**Performance Specifications and Testing Requirements**

| Application Requirements | Availability | Y/N Included in Quote | Comments |
|---|---|---|---|
| **Budget Prepartation** | | Y | |
| 1 Ability to search within the budgeting process at all levels of account structure | | Y | |
| 2 Ability to support multiple levels of account structure | | Y | |
| 3 Ability to copy budget information between budget approval levels, either overwriting or adding to existing content | | Y | |
| 4 Ability to describe a budget item. An unlimited narrative may be input and printed on the final budget document | | Y | |
| 5 Ability to maintain a requested, recommended and approved budget | | Y | |
| 6 Ability to identify specific budget items per account | | Y | |
| 7 Ability to allow for optional tracking of actual procurement of budget items within an account | | Y | |
| 8 Ability to allow for departmental budget entry in an account listing style | | Y | |
| 9 Ability to allow for a a range by account number or any segment within the account for budget entry | | Y | |
| 10 Ability to view progress by departments in budget preparation | | Y | |
| 11 Ability to approve all requested budget amounts at the same time | | Y | |
| 12 Ability to implement security related to who has access to budget development and to view based on their department and organization | | Y | |
| 13 Ability to customize budget scenarios based on department | | Y | |
| 14 Ability to perform Budget Prep global changes (Fringe Benefits, Merit Increases) | | Y | |
| 15 Ability to allow for comments per budget item/line | | Y | |
| 16 Ability to allow for per month budgeting (ie. enter annual total budget line and system assists by spreading the annual amount). Monthly amounts can then be adjusted | | Y | |
| 17 Ability to allow for configuration of which accounts require line item detail with the budget request | | Y | |
| 18 Ability to have a central service fund for planning for major purchase | | Y | |
| 19 Ability to modify preliminary budget amounts for a division and automatically update departmental totals | | Y | |
| 20 Ability to start the budget process with a "base budget" which removes all of the one time/annual items | | Y | |
| 21 Ability to generate proposed budget data by extrapolating multi-year historical data financial data using user-defined criteria/specifications | | Y | |
| 22 Ability to limit changes within the un-adopted budget after a certain point in the budget process has been reached, and require appropriate user authorization to implement any changes | | Y | |
| 23 Ability to enter estimated revenues and expenses for current year in a separate "level" that can be used for inquiry or reporting purposes | | Y | |
| 24 Ability to enter estimated revenues during the budgeting process by fund development, with the ability to view the following | | Y | |
| 25 ---Two previous year actuals | | Y | |
| ---Current year estimated to date | | Y | |
| ---Current year actuals to date | | Y | |
| ---Current year actuals/Current year estimated | | Y | |
| ---Current year original estimated to date | | Y | |
| 26 Ability for users to directly inquire by account on current and prior year actual activity during budget entry | | Y | |
| 27 Ability to import data from Munis | | Y | |
| **Ability to generate a Budget Book from the system** | | Y | |
| 1 Ability to allocate revenues by department, division or program | | Y | |
| 2 Must be able to support the delegation of budget activities from one qualified user to another qualified user | | Y | |
| 3 Provide ability to assign budget responsibility  (prepare, review/approve) to another user | | Y | |
| **Position Budgeting - Workforce Planning** | | Y | |
| 1 Ability to generate budget by position | | Y | |
| 2 Ability to enter globally or provide calculation only fields for: | | Y | |
| ---Number of pays for upcoming budget year | | Y | |
| ---Medicare calculation based on wages | | Y | |
| ---Retirement system calculations based on wages | | Y | |
| ---Worker's comp calculation based on wages | | Y | |
| ---Health insurance increases | | Y | |
| 3 Ability to perform position budgeting that includes the calculation of benefits specific to the type of position being budgeted | | Y | |
| 4 Ability to assist with managing new budget implications of live payroll changes (e.g. raises and transfers) performed during the budget development cycle | | Y | |
| 5 Ability to generate what-if scenarios based on the timing of filing vacancies or making promotions as part of the budget prep process or mid-fiscal year | | Y | |
| 6 Ability to accomodate a "refresh" process whereby budget scenarios being developed are updated from current payroll changes (raises, transfers) during the budget development cycle | | Y | |
| 7 Ability to perform position budgeting for vacant positions without the need to assign employees to these positions that includes both salary and fringe projections | | Y | |
| 8 Ability to assign project numbers to positions | | Y | |
| **Capital Budgeting** | | Y | |
| 1 Ability to perform capital expenditures and funding source planning | | Y | |
| 2 System provides budget upload functionality for capital budgets | | Y | |
| 3 Ability to automate a distributed "capital budget item request" process providing central approval and reporting | | Y | |
| 4 Ability to classify capital project requests and provides reporting by classification | | Y | |
| 5 Ability to rank CIP projects based on selected criteria and scoring against the criteria | | Y | |
| 6 Ability to manage a multi-year CIP program | | Y | |
| 7 Ability to attach documents and pictures, additional notes/text associated with a capital project budget | | Y | |
| 8 Ability to associate various funding sources and amounts over multiple years | | Y | |
| **Project/Grant Budgeting** | | Y | |
| 1 System must provide the ability to use project budgeting within or across funds and years | | Y | |
| **Multi-Year Budgeting** | | Y | |
| 1 Ability to prepare budget for multiple years concurrently | | Y | |
| 2 Ability for distributed department to perform projections periodically including estimate revisions and reporting of actual to estimates | | Y | |
| 3 Ability to budget out five years | | Y | |
| **Program Budgeting** | | Y | |
| 1 Ability to allocate personnel into different programs by percentage of time | | Y | |
| 2 Ability to reconcile personnel by program, division or department | | Y | |
| 3 Ability to allow numerical input by category (operating expenses, other charges and services, contractual services) | | Y | |

| | | | | |
|---|---|---|---|---|
| 4 | Ability to allow program percentages to be applied to the accounts in the line item budget | | Y | |
| 5 | Total budget for all programs within a department must equal the total of all divisions | | Y | |
| 6 | Ability to allow input of program objectives, outcomes of investments, and goals in main part of program sheet and allow auto fill of that information on performance measure part of the program sheet | | Y | |
| | **Budget Forecasting/Revenue Estimating** | | Y | |
| 1 | Ability to customize budget scenarios based on individual department assumptions | | Y | |
| 2 | Ability to transfer or change positions between departments/funds for budget and analytical purposes | | Y | |
| 3 | Ability to support personnel cost projections that include fringe benefit costs | | Y | |
| 4 | Ability for department to develop scenarios which are components that may or may not be included with the base budget/taken out of the final approved budget | | Y | |
| 5 | Ability to enter and adjust in either percentage, flat rate or other variable in salaries and/or benefits provided by position for all employees | | Y | |
| 6 | Ability to perform budget forecasting that incorporates planned salary and benefit adjustments at an employee, position ro city-wide level | | Y | |
| 7 | Ability to perform budget projections for salaries and fringes based on merit date | | Y | |
| 8 | Ability to perform revenue estimating for multiple future years | | Y | |
| 9 | Ability to perform budget projections for salaries and fringes under different scenarios | | Y | |
| 10 | Ability for revenue estimation functionality to be distributed to departmental financial managers for input | | Y | |
| 11 | Ability to balance operating transfers in with transfers out | | Y | |
| 12 | Ability to have budget reflect all appropriations and transfers to date | | Y | |
| 13 | Ability to prepare and track multiple budget versions | | Y | |
| | **Budget Maintenance** | | Y | |
| 1 | Ability to assign budget dollars by month for a budget line item, after the budget is adopted | | Y | |
| 2 | Ability to track changes in the document that occur from one authorization point to another, and who made the change by producing an audit change document | | Y | |
| 3 | Ability to automate specific allocations and transfers between departments and funds as defined by the user (internal service funds and debt service) | | Y | |
| 4 | Ability to indicate out-of-balance conditions with corrections defined by the user | | Y | |
| 5 | Ability to request/approve budget adjustments online, through workflow | | Y | |
| 6 | Ability to manage position changes within system, through workflow | | Y | |
| 7 | Ability to provide real time budget status checking when doing budget transfers | | Y | |
| 8 | Ability to provide extended comments with budget revision requests | | Y | |
| 9 | Ability to replace previous budget with modified budget and the system calculates adjustments | | Y | |
| 10 | Ability to record and track multiple budget amendments during the year and inquire on the adjustments after the fact | | Y | |
| 11 | Ability to have an amendment tracking field where it can store a link to a document or meeting minutes where the amendment was approved | | Y | |
| 12 | Ability to correct the original budget | | Y | |
| 13 | Ability to identify a budget adjustment as one-time or as permanent | | Y | |
| 14 | Ability to make changes simultaneously to one or more of the budgets | | Y | |
| 15 | Ability to have multi-level budget approvals online, for establishing budgets, line item transfers, or budget assumptions | | Y | |
| 16 | Ability to develop a request for transfer of funds that can be attached to a particular requisiton | | Y | |
| 17 | Ability to maintain the date, time and user information that data was last changed | | Y | |
| | **Budget Checking and Controls** | | Y | |
| 1 | Ability to track original budget and adjusted budgets | | Y | |
| 2 | Ability to view detailed, supporting budget information on individual accounts | | Y | |
| 3 | Ability to request the existence of a budget line item to be reviewed for acceptance by the Budget Office | | Y | |
| 4 | Ability to support line item budgeting on a monthly basis | | Y | |
| 5 | Ability to transfer budgets between departments and between divisions | | Y | |
| | **Budget Rollover Procedures** | | Y | |
| 1 | Ability to prepare base budgets from prior year actual expenditures not including on-time expenditures | | Y | |
| 2 | Ability to to automatically install the adopted budget by an authorized user | | Y | |
| 3 | Ability to replicate previous years budget | | Y | |
| 4 | Ability to view prior year's revenues while working on the new years data | | Y | |
| 5 | Ability to rollover encumbrances to the same account | | Y | |
| 6 | Ability for unfulfilled encumbrances to roll to next year at year end | | Y | |
| 7 | Ability to view rollover encumbrance balances and appropriations separate from current year budgeted amounts for an account | | Y | |
| | **Integration** | | Y | |
| 1 | Ability to integrate completely with Munis ERP system | | Y | |
| | **Reporting** | | Y | |
| 1 | Ability to provide reports that can provide financial and text data | | Y | |
| 2 | Ability to view budget reports on a GAAP and Budget basis of reporting | | Y | |
| 3 | Ability to generate the following reports | | Y | |
| | ---Original to Adopted Budget | | Y | |
| | ---Acutal to Revised Budget | | Y | |
| | ---Summary reports with fund, department and division reports | | Y | |
| | ----Budget Scenario reporting | | Y | |
| 4 | Ability to view/print budget information by | | Y | |
| | ---Fund | | Y | |
| | ---Department | | Y | |
| | ---Division | | Y | |
| | ---Expense Account | | Y | |
| | ---Revenue Account | | Y | |
| 5 | Ability to summarize totals at the following levels | | Y | |
| | ---Fund | | Y | |
| | ---Department | | Y | |
| | ---Division | | Y | |
| | ---Activity/Function/Program | | Y | |
| | ---Account | | Y | |
| | ---Categories (Personnel, Capital) | | Y | |

| # | Description | | |
|---|---|---|---|
| | ---Grant | Y | |
| | ---Project | Y | |
| 6 | Ability to view/print all account balances by fund including: | Y | |
| | ---Account number | Y | |
| | ---Account name | Y | |
| | ---Original Appropriation | Y | |
| | ---Transfers | Y | |
| | ---Expended to date | Y | |
| | ---One-time encumberances | Y | |
| | ---Free Balances | Y | |
| | ---% of expended budget for the year | Y | |
| 7 | Ability to view/print for current year, previous year and up to 5 years for: | Y | |
| | ---Base Budget | Y | |
| | ---City Ordinance/Resoultion Number and Date | Y | |
| | ---Modified Budget | Y | |
| | ---Acutal Expenses | Y | |
| | ---Current to Date" Budget to Actual numbers | Y | |
| | ---"Actual to Date" information by month | Y | |
| | ---Requested budget amounts | Y | |
| | ---Recommended budget amounts | Y | |
| | ---Approved budget amounts | Y | |
| 8 | Ability to perform a "what-if" analysis for revenues and expenses | Y | |
| 9 | Ability to allow for downloading of the adopted budget from the financial system | Y | |
| 10 | Ability to specify date and/or timeframe for which to view or report data | Y | |
| 11 | Ability to report bduget for multiple years on same report | Y | |
| 12 | Ability to report estimated budget savings for the remainder of the current year based on current budget balance status and trends | Y | |
| 13 | Ability to report for each department's budget | Y | |
| 14 | Abiltiy to create an "actual to date" report by month | Y | |
| 15 | Ability to create a detailed expense/revenue report with budgeting data to include: | Y | |
| | ---Year to Date for each line item | Y | |
| | ---Percentage year to date for each line item | Y | |
| 16 | Ability to create an amendment report including: | Y | |
| | ---Account Number and Title | Y | |
| | ---Original Budget | Y | |
| | ---Amendments | Y | |
| | ---Amended Budget | Y | |
| | ---Description | Y | |
| 17 | Ability to complete a Budget Report with the column headings of (which can all be selected or some as chosed by user): | Y | |
| | ---Account number | Y | |
| | ---Account Title | Y | |
| | ---Original Appropriation | Y | |
| | ---Amended Appropriation | Y | |
| | ---Month-to-Date expenditures/revenues | Y | |
| | ---Year to date expenditures/revenues | Y | |
| | ---Unemcumbered Balance | Y | |
| | ---Outstanding Encumberances | Y | |
| | ---Current Month Activity | Y | |
| | ---Percentage of revenue/expenditures remaining | Y | |
| 18 | Ability to create a budget worksheet including: | Y | |
| | ---User defined columns | Y | |
| | ---Last 5 years of actuals and approvals | Y | |
| | ---Current Year - Original Budget | Y | |
| | ---Current Year - Amended Budget | Y | |
| | ---Acutal Expenditures/Revenues to Date | Y | |
| | ---Requested budget amounts | Y | |
| | ---Recommended budget amounts | Y | |
| | ---Adopted Budget Amounts | Y | |
| 19 | Ability to create an expenditure account listing with at least the following columns: | Y | |
| | ---Prior year history by month | Y | |
| | ---Annual Budget | Y | |
| | ---Adopted Budget Amounts | Y | |
| | ---Adjusted Annual Budget | Y | |
| | ---Budget Amendments | Y | |
| | ---Actual Expenditure Transactions | Y | |
| | ---Acutal Budget Balances | Y | |
| 20 | Ability to create a budget status report by: | Y | |
| | ---Fund | Y | |
| | ---Department | Y | |
| | ---Division | Y | |
| | ---Account Name | Y | |
| | ---Budget Amount | Y | |
| | ---Changes to Budge | Y | |

| # | Description | | Y | |
|---|---|---|---|---|
| | ---Amended Budget Amount | | Y | |
| | ---Month-to-Date expenditures/revenues | | Y | |
| | ---Year-to-Date expenditures/revenues | | Y | |
| | ---Encumbered YTD | | Y | |
| | ---Projected % | | Y | |
| | ---Balance | | Y | |
| 21 | Ability to create an Adopted Budget Report by: | | Y | |
| | ---Fund | | Y | |
| | ---Department | | Y | |
| | ---Project | | Y | |
| | -------Detailing: | | Y | |
| | ----------Category | | Y | |
| | ----------Category Description | | Y | |
| | ----------5 year prior actual budget amounts | | Y | |
| | ----------Current budget year - Department recommended | | Y | |
| | ----------Current budget year - City Manager recommended | | Y | |
| | ----------Current budget year - Council Adopted | | Y | |
| 22 | Ability to create a budget projections report | | Y | |
| 23 | Ability to modify reports by column, column width, fonts, page margins | | Y | |
| | **Project Scope** | | Y | |
| | OpenGov Reporting and Transparency Platform | | Y | |
| 1 | -Stories | | Y | |
| 2 | -Open Town Hall | | Y | |
| 3 | -Reporting | | Y | |
| 4 | -Dashboards | | Y | |
| 5 | -Transparency Portal | | Y | |
| | | | | |
| 6 | Standard Story Example created | | Y | |
| 7 | Open Town Hall Topic example created | | Y | |
| 8 | Base Budget File uploaded | | Y | |
| 9 | Historical Budget and Transaction Files uploaded | | Y | |
| 10 | Budget Reference Year Files uploaded | | Y | |
| 11 | Build of COA uploaded | | Y | |
| 12 | Build of COA configured | | Y | |
| 13 | Annual Report Created | | Y | |
| 14 | Budget to Actual Report Created | | Y | |
| 15 | Transactions Report Created | | Y | |
| 16 | Trained on how to create new stories | | Y | |
| 17 | Trained on how to update and/or maintain stories | | Y | |
| 18 | Trained on how to publish stories internally and externally | | Y | |
| 19 | Trained on Open Town Hall functionality | | Y | |
| 20 | Trained on configuration of reports | | Y | |
| 21 | Trained on how to update/maintain reports | | Y | |
| 22 | Trained to configuration of Dashboard | | Y | |
| 23 | Trained on how to update/maintain Dashboard | | Y | |
| 24 | Trained on how to publish Dashboard internally and externally | | Y | |
| 25 | Trained on how to perform platform maintenance including: users, uploading data, and maintaining COA | | Y | |
| | **-Operating Budget** | | **Y** | |
| | **-Workforce Planning** | | Y | |
| | **-Capital Improvement Project Budgeting** | | Y | |
| | **-Online Budget Book** | | Y | |
| | **-Budget Reporting** | | Y | |
| | | | | |
| 1 | Trained on how to create a budget | | Y | |
| 2 | Trained on how to create a proposal | | Y | |
| 3 | Trained on how to create a worksheet | | Y | |
| 4 | Trained on how to add a line item | | Y | |
| 5 | Trained on how to reselect line items | | Y | |
| 6 | Trained on how to submit a budget | | Y | |
| 7 | Trained on reporting overview | | Y | |
| 8 | Trained on a stories overview | | Y | |
| 9 | Trained on Open Hall overview | | Y | |
| 10 | Trained on Workforce Planning overview | | Y | |
| 11 | Build of two budget instances - Operating | | Y | |
| 12 | Build of two budget proposals - Operating | | Y | |
| 13 | Operating Budget Development Report | | Y | |
| 14 | Operating Budget Details Report | | Y | |
| 15 | Operating Budget Categories Report | | Y | |
| 16 | Build of Budget Story | | Y | |
| 17 | Build of 1 budget instance - Capital | | Y | |
| 18 | Build of 2 budget proposals - Capital | | Y | |
| 19 | Build of Capital Story | | Y | |

| | | | | |
|---|---|---|---|---|
| 20 | Build of 4 cost elements - Workforce Planning | | Y | |
| | | | | |
| | **Online Budget Book** | | Y | |
| 1 | Build out of online budget book | | Y | |
| 2 | Build of the following templates | | Y | |
| | --Home Page | | Y | |
| | --Generic | | Y | |
| | --Operating | | Y | |
| | --Department | | Y | |
| | --Capital | | Y | |
| | --Capital Project | | Y | |
| | | | | |
| 4 | Trained on how to buildout remaining cost elements - Workforce Planning | | Y | |
| 5 | Trained on how to populate position template - Workforce Planning | | Y | |
| 6 | Trained on how to validate workforce calculations - Workforce Planning | | Y | |
| 7 | Operating Budget Milestones Report | | Y | |
| 8 | Operating Budget Development Report | | Y | |
| 9 | Operating Budget Details Report | | Y | |
| 10 | Operating Budget Categories Report | | Y | |
| 11 | Capital Budget Development Report | | Y | |
| 12 | Capital Budget Details Reports | | Y | |
| 13 | Capital Budget Categories Reports | | Y | |
| 14 | Capital Plan Report | | Y | |
| 15 | Trained on how to export budget data | | Y | |
| 16 | Trained on how to export budget reports | | Y | |
| 17 | Trained on how to use dataset views | | Y | |
| 18 | Trained on how touse reports | | Y | |
| 19 | Build out one story shell for each department, project and fund | | Y | |
| 20 | Create two additional reports for use in the bduget book | | Y | |
| 21 | Create report views | | Y | |
| 22 | Create report tiles | | Y | |
| 23 | Trained on how to create stories for online budget book | | Y | |
| 24 | Trained on how to set up additional stories | | Y | |
| 25 | Trained on how to add report views to stories | | Y | |
| 26 | Trained on how to add narrative to stories | | Y | |
| 27 | Trained on how to add any additional content to stories | | Y | |
| 28 | Trained on how to make stories public | | Y | |
| 29 | Trained on how to publish online budget book | | Y | |
| 30 | Trained on how to use and copy templates | | Y | |
| 31 | Trained on how to use datasets and reports in stories | | Y | |
| 32 | Trained on how the online budget book works with transparency portal | | Y | |
| 33 | Trained on how to prepare for overall use | | Y | |

**PROJECT SCHEDULE**

| Budgeting & Planning Suite Illustrative Timeline | | April | May | June | July | August |
|---|---|---|---|---|---|---|
| Financial Integration | | | ██ | ██ | | |
| Budget and Planning Suite | Chart of Accounts | ██ | ██ | | | |
| | Operating Budget | | ██ | ██ | | |
| | Workforce Planning | | ██ | | | |
| | Capital Budget | | | ██ | ██ | |
| | Online Budget Book | | | ██ | ██ | |
| | Budget End User Training | | | | | |
| GoLive Support | Hypercare | | | ██ | ██ | ██ |

Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.

Exhibit C – Quote and Statement of Work

**OPENGOV**

OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

| | | | |
|---|---|---|---|
| **Quote Number:** | OG-00004908 | | |
| **Created On:** | 4/6/2023 | **Prepared By:** | Alex Maritnez |
| **Order Form Expiration:** | 4/18/2023 | **Email:** | amartinez@opengov.com |
| **Subscription Start Date:** | 4/24/2023 | **Contract Term:** | 12 Months |
| **Subscription End Date:** | 4/23/2024 | | |

| Customer Information | | |
|---|---|---|
| **Customer:** | City of Columbia, MO | **Contact Name:** Andrea Greer |
| **Bill To/Ship To:** | PO Box 6015 | **Email:** andrea.greer@como.gov |
| | Columbia, MO | |
| | United States | |

| Order Details | |
|---|---|
| **Billing Frequency:** | Upfront |
| **Payment Terms:** | Net Thirty (30) Days |

**SOFTWARE SERVICES:**

| Product / Service | Start Date | End Date | nual Subscription Fee |
|---|---|---|---|
| Budgeting & Planning<br>*Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Story Builder, Transparency, Workforce Planning, ERP Integration* | 4/24/2023 | 4/23/2024 | $100,000.00 |
| Standard Support | 4/24/2023 | 4/23/2024 | Included |

| | Subscription Total : | See Billing Table |
|---|---|---|

**PROFESSIONAL SERVICES:**

| Product / Service | Start Date | |
|---|---|---|
| OpenGov Deployment —Fixed Fee (Milestones Payment 1) | Due Upon Completion | $19,785.00 |
| OpenGov Deployment —Fixed Fee (Milestones Payment 2) | Due Upon Completion | $18,500.00 |
| OpenGov Deployment —Fixed Fee (Milestones Payment 3) | Due Upon Completion | $18,500.00 |
| | **Professional Services Total:** | **$56,785.00** |

**Billing Table:**

| Billing Date | Amount Due | |
|---|---|---|
| April 24, 2023 | $100,000.00 | *(Annual Software Services Fee - Professional Services Invoiced per Professional Services table detailed above and the SOW)* |
| April 24, 2024 | $103,000.00 | *(Optional renewal Year 2 of 5)* |
| April 24, 2025 | $106,090.00 | *(Optional renewal Year 3 of 5)* |
| April 24, 2026 | $109,273.00 | *(Optional renewal Year 4 of 5)* |
| April 24, 2026 | $112,551.00 | *(Optional renewal Year 5 of 5)* |

| Milestone | Cost |
|---|---|
| Chart of Accounts | $19,795 |
| Operating Budget, Capital Budget, Workforce Plan | $18,500 |
| Online Budget Book, End-User Training | $18,500 |

**OPENGOV**

# Statement of Work

## City of Columbia, MO

Created by: Mark Welch
Creation Date: 3/31/23
Document Number: DD-02630
Version Number: 7

# 1. Overview

## 1.1. Preamble

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Columbia, MO ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer's use of the Professional Services are governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- openGov will be deployed as is, Customer has access to all functionality available in the current release.
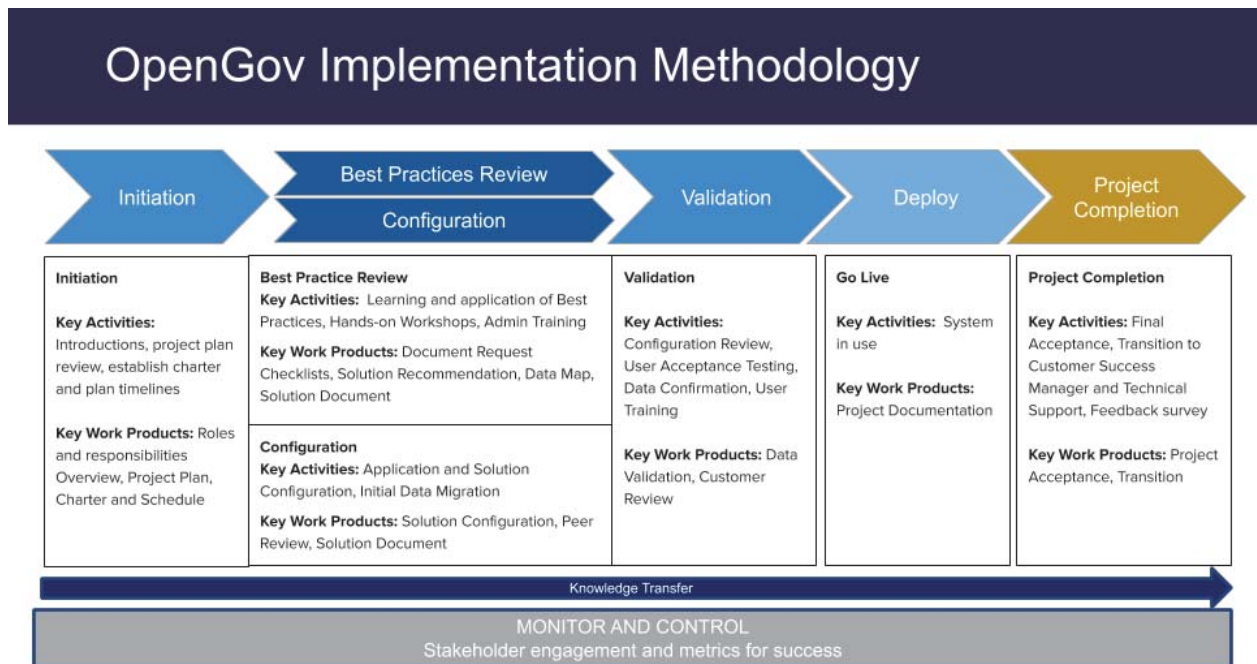
# 2. Methodology

OpenGov's deployment methodology, often referred to as the OpenGov Way ("OG Way"), delivers on OpenGov's mission to power more effective and accountable governments. 'It is an innovative, modern, and iterative approach that leads our customers to successfully deploy our products and help them successfully achieve their vision. The OG Way differentiates itself in the market by its foundation of customer empowerment. We rely on our years of experience working with governments, leading in governments, and leveraging best practices from the public and private sector in order to coach our customers through the change management needed to leverage our best practices and quality software. This methodology requires a degree of focus and engagement to ensure collaboration between both parties to produce the desired results in a timely manner. We look forward to our partnership and can't wait to show you how The OG Way will improve the way you do business and the services you're able to provide to your citizens!

## Project Initiation

During project initiation, we will introduce project resources, review the products and services purchased, finalize project timelines, and conduct the kickoff meeting. Both OpenGov and Customer are responsible for assigning their Project Managers for the project. We will hold a planning meeting to review all project documents OpenGov has received to date. We'll also provide additional worksheets that need to be included. We'll set-up meetings to finalize the project plan and ensure there is a centralized location for these documents to be stored for collaboration. Lastly, we'll determine the date for the larger kickoff meeting and discuss the agenda for this critical meeting.

## Best Practice Review

- OpenGov will provide your team with access to OG University and OpenGov's Resource Center so that you can start learning.
- Provided checklists with samples of data and information that we'll need completed. We will obtain all data and integration information at this time in our standard format.
- We will review your agency-specific documents to validate your business requirements.
- We will then coach you on our best practices by showing you how our tool works in the most effective manner.
- Based on our best practices review, we'll make solution recommendations based on our domain expertise.
- We'll align with your team based on our understanding of your operating processes based on technical requirements and product functionality.

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- We'll review all data and integration requirements. A data map will be mutually agreed upon and signed off on by Customer.
- We'll present a solution document to be mutually agreed upon prior to starting the configuration.

## Configuration

- We will set-up the base configuration based on the mutually agreed upon solution document.
- We will mutually configure the use cases based on the mutually agreed upon solution document.
- We will migrate your data based on our mutually agreed upon data map.

## Validation

- Review the completed work performed during configuration.
- The appropriate members of the Customer project team will confirm that the solution has been configured correctly based on the solution and data mapping documents by testing the use of the solution.
- Training will be provided based on the selected package, or as set forth herein.
- Any items that were configured or migrated incorrectly based on the data map and solution document will be tracked via an issue log. We will work with your team to identify deployment critical issues that will be worked out prior to launch. If the item is not included in the mutually agreed upon data map and solution document, a mutually agreed upon change order will be discussed as defined in Section 10 Change Management of this SOW.
- The exit criteria for this phase is the sign off by the Customer's Project Manager of the configuration based on the mutually agreed upon solution and data map as defined in Section 9 Acceptance of this SOW.

## Deploy

- The solution is usable by Customer.

## Project Completion

- Customer is sent a project acceptance form to sign as defined in Section 9 Acceptance of this SOW.
- Customer will be asked to respond to a brief survey to provide feedback about the experience.
- Customer is introduced to Customer Support and educated on how to engage with customer support based on Customer's procured package.

# 3. Project Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of August 31, 2023 ("End Date") or on other dates mutually agreed to between you and OpenGov.

OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

# 4. Roles and Responsibilities

## 4.1. Roles and Responsibilities Matrix

| OpenGov | |
|---|---|
| **Role** | **Role Description** |
| **Executive Sponsor ("ES")** | Responsible for ensuring alignment on project value proposition and vision. Escalation point for Customer Executive Sponsor to mitigate any risks that the project team cannot resolve. Executive Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary. |
| **Project Manager ("PM")** | Responsible for the delivery of the professional services based upon the agreed upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks toward project completion. Holds executive steering committee meetings and/or quarterly business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support. |
| **Analyst ("IA")** | Responsible for helping Customer configure OpenGov's product |

| | suites as assigned. The Analyst is the primary consultant, guiding Customer through configuration working sessions to put together successful workflows. |
|---|---|
| **Subject Matter Expert ("SME")** | OpenGov Subject Matter Experts ("SMEs") will engage in strategy, design, and execution discussions internally and with Customer during the deployment. The SME has a specific area of expertise, and depending on the scope of the project more than one SME may engage. The SME will not be on all working sessions, but will be involved per the direction of the OpenGov Project Manager. |
| **Integration Engineer ("IE")** | Responsible for migrations, conversions, and integrations as assigned. Responsible for providing clear direction on specifications to ensure proper delivery of migration, conversions, and integrations. Clear data mapping and data validation to be provided with customer sign-offs obtained by the OpenGov Project Manager. |
| **Account Executive ("AE")** | The Account Executive is responsible for the sales cycle. Aligning on program vision, value proposition, and contract terms. The Account Executive will facilitate project kickoff along with the OpenGov Project Manager. The Account Executive will be engaged with the customer throughout their journey with OpenGov, post-deployment and beyond. |
| **Customer Manager ("CM")** | The Customer Manager ("CM") is the primary customer relationship holder post-Deploy. The "Air Traffic Controller" or "Quarterback" of OpenGov resources with focus on long term success of Customer's partnership with OpenGov. The CM will engage with Customer to discuss adoption strategy and conduct periodic reviews to ensure Customer's key stakeholders understand all OpenGov offerings and how they align to key Customer priorities. The CM will be introduced at deployment kick-off, but will not be an active participant in deployment working sessions. As the deployment approaches closure, the CM's engagement will ramp-up, and the OpenGov Project Manager to CM meeting with Customer will occur prior to Project Completion. |

## Customer

| Role | Role Description |
|---|---|
| **Budget Owner ("BO")** | The Customer Budget Owner commits the funds to the project deployment, assesses the value to the cost (ROI), and approves |

| | changes orders. In some cases, the Budget Owner and Executive Sponsor are the same person. |
|---|---|
| **Executive Sponsor ("ES")** | Responsible for ensuring Customer team is aligned to core project value proposition and goals. Able to intervene if the project goes off track, and has ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary. |
| **Project Manager ("PM")** | Serves as the primary contact for OpenGov Project Initiation, Best Practice Review, Configuration, Validation, Deploy, Project Completion. Coordinates meetings and schedules. Controls communication between the Customer and OpenGov project teams. |
| **Project Lead ("PL")** | Is an internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Primary OpenGov counterpart will be the Analyst. |
| **Data and SystemsLead ("DSL")** | Responsible for mapping out data infrastructure and validating migration, conversion, integration requirements. Someone who is able to connect OpenGov team with any of Customer's third-party data sources and vendors as needed to fulfill SOW requirements. |

# 5. Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of deployment. OpenGov follows three guiding principles for governance to maximize the deployment value with our customers:

- **Regular communication** aligned to the agreed upon project plan and timing will occur. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, as we can only address items when known.
- **Executive involvement** is expected from both OpenGov and Customer. Not only may Executives be called upon to clarify expectations and/or confusion, but also to steer strategic items to maximize the value through the deployment.

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- **Commitment to the direction** outlined in this SOW and critical assessment change orders to ensure they drive value.

## 5.1. Regular Communication Components

| Meeting | | Frequency | Purpose | Participants | |
|---|---|---|---|---|---|
| | | | | **OpenGov** | **Customer** |
| Quarterly Management Review ("QMR") | Engagement Review | Quarterly | Overview of Program Status, Value Realization, trends, savings reports, program improvement, technology, and discuss program adjustments | PM, ES, others as necessary | PM, PL, ES, others as necessary |
| | Statement Committee | Bi-Annually | Review of milestones per commercial agreement, review budget and fiscal matters.<br><br>Discuss strategic direction from deployment, alignment of OpenGov with Customer's 3-year roadmap, evaluate potential shift in strategy and impact to relationship | PM, ES, AE, CM | PM, BO. ES |
| Executive Sponsor Meeting | | Monthly / Bi-Monthly | Discuss deployment:<br>- Strategic impacts: timing, | PM, ES, plus others as necessary | PM, ES, plus others as necessary |

| | | scope, process<br>- Value prop changes, confusion<br>- Project specific: items that need guidance, support and/or clarity | | |
|---|---|---|---|---|
| Weekly Deployment Updates | Weekly | Summary of project actions against project plan.<br><br>Risks and achievements highlighted in addition to asks of leadership. | Project Team + ES(s) | Project Team + ES(s) |

## 5.2.  Commitment to Project Direction and Goals

This SOW is the direction agreed upon by Customer and OpenGov. Transparency of the plan is paramount for our Customers to attain the value the SOW or any subsequent change order outlines.

Should direction of the deployment become disconnected, OpenGov and Customer Project Managers will outline the gaps as they understand them and communicate the gaps to their respective Executive Sponsor(s) (or Project Teams) for discussion and resolution.

The communication path for this engagement will be outlined in the kick off meeting, documenting both phone numbers and email. The general path is:

OpenGov Project Manager → Professional Services Sr. Manager / SVP → Executive Sponsor

# 6.  Escalation Process

The purpose of this section is to define the escalation process, should it be needed, to support closing issues that are raised, discussed to move forward with the deployment. OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation.

## 6.1. Process

- Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
- Customer or OpenGov Project Manager summarizes the problem statement and impasse.
- Customer and OpenGov Project Managers will outline solution, acceptance or schedule Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.
- Resolution will be documented and signed off following Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.

## 6.2. Escalation Requirements

- OpenGov and Customer Project Managers will summarize the impasse and recommendation to present at scheduled or ad hoc executive meetings. Unless otherwise noted in this SOW, Customer Project Manager can approve how hours are used, but not where funding is required.
- Executive Sponsors attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
- Steering Committees, where applicable, will be the arbitrator to direction and issue closure. Unless otherwise noted in this SOW, the Customer Executive Sponsor must approve any change orders.
- Customer or OpenGov Subject Matter Experts may be requested to provide input to the issue and assist in closure. Both Customer and OpenGov will make best effort to enable those Subject Matter Experts to be available and participate.

## 6.3. Documentation

- Issue Escalation: Problem Statement with clear impact to the deployment and/or engagement.
- Acceptance Document: Which will include any change order(s) or other process adjustments required and summary of the resolution.
- Notes from Project Meetings, Executive Reviews, and Steering Committee meetings, as appropriate.

# 7.  General Project Commitments

OpenGov is excited to work with Customer on the implementation of our OpenGov ERP Cloud. In order to ensure we are able to meet the project timeline and ensure Customer is successful in this implementation, OpenGov asks that Customer abide by the General Assumptions detailed in this SOW.

- This SOW is limited to the Implementation of the OpenGov Cloud as defined in the Project Scope. Any additional services or support will be considered out of scope.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts, and other key parties whose roles are defined in Section 4.1, necessary to the successful implementation of the OpenGov ERP Cloud as defined in this SOW.
- Customer is responsible for internal change management associated with the purchase of new software.
- Response Protocol
    - OpenGov and Customer commit to responding to inquiries, updates, or any other project-related matters in no more than 10 business days throughout the course of this project. If Customer is delayed in its response, Customer acknowledges that: a) the delay may impact the project schedule.
    - The Professional Services will be provided during regular business hours (8am to 6pm Central Time) Monday through Friday (holidays excluded).
- SOW Expiration:
    - This SOW is valid until 5/4/2023 , or as agreed to in writing by OpenGov and Customer.
    - Once SOW is signed by the customer, the SOW is valid through the entirety of the project.

# 8.   Sample Deployment Timeline

| Budgeting & Planning Suite Illustrative Timeline | | April | May | June | July | August |
|---|---|---|---|---|---|---|
| Financial Integration | | | ■ | ■ | | |
| Budget and Planning Suite | Chart of Accounts | ■ | ■ | | | |
| | Operating Budget | | ■ | | | |
| | Workforce Planning | | ■ | | | |
| | Capital Budget | | | ■ | ■ | |
| | Online Budget Book | | | ■ | | |
| | Budget End User Training | | | | ■ | |
| GoLive Support | Hypercare | | | ■ | ■ | ■ |

Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.

# 9.   Project Scope

## 9.1.   OpenGov Reporting & Transparency Platform

### 9.1.1.   OpenGov Reporting & Transparency Platform Project Deliverables

| Deliverable | Description |
|---|---|
| **OpenGov Reporting & Transparency Platform** | Cloud based Reporting & Transparency Platform that includes: <br> ● Stories <br> ● Open Town Hall <br> ● Reporting <br> ● Dashboards <br> ● Transparency Portal |

### 9.1.2.   Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov Reporting & Transparency Platform implementation.

#### 9.1.2.1.   Initiate

| Functionality | Description |
|---|---|
| **Provisioning R&T Platform** | OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules. |
| **OpenGov** | OpenGov will provide access to OpenGov University online training |

| University Platform Training | courses intended to teach users on the basics of the Reporting & Transparency Platform. |
|---|---|
| Stories and Open Town Hall Examples | OpenGov will build out an example of a Story:<br>● One standard story based on available templates in OpenGov.<br>OpenGov will build out an example of a topic in Open Town Hall. |
| Initial Data Migration | OpenGov will upload any applicable datasets to the OpenGov Platform.<br>● Base Budget File<br>● Historical Budget and Transactions Files, including beginning balances<br>● Budget Reference Year data files<br>OpenGov will accept flat files such as CSV, Text, and/or Excel |

### 9.1.2.2.    Best Practices

| Functionality | Description |
|---|---|
| Overview of Best Practice | OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer. |
| Stories and Open Town Hall Review | The Implementation Analyst will conduct a review of the examples created. |
| Solution Document | OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration. |

### 9.1.2.3.    Configuration

| Functionality | Description |
|---|---|
| Chart of Accounts | OpenGov will Build Customer's COA in OpenGov in accordance with OpenGov technical requirements. |
| OpenGov Reports | OpenGov will:<br>● Set up 3 OpenGov reports (Annual, Budget to Actuals, and Transactions) |

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### 9.1.2.4. Validation

| Functionality | Description |
|---|---|
| **Chart of Accounts** | Customer will Validate and provide sign off on COA. |
| **Data** | Customer will validate and sign off on the datasets uploaded as part of the implementation. |

### 9.1.2.5. Deploy

| Functionality | Description |
|---|---|
| **Training Stories** | OpenGov will review configured story and train Customer on how to:<br>● Create new stories<br>● Update/Maintain current stories<br>● Publish internally and externally |
| **Training Open Town Hall** | OpenGov will present configured Open Town Hall site and theme.<br>OpenGov will train Customer on Open Town Hall functionality |
| **Training OpenGov Reports** | OpenGov will review configured OpenGov reports.<br>OpenGov will train Customer on report:<br>● Configuration<br>● Update/Maintenance<br>● Publishing internally and externally |
| **Training Dashboards** | OpenGov will train Customer on Dashboard:<br>● Configuration<br>● Update/Maintenance<br>● Publishing internally and externally |
| **Platform Training** | OpenGov will review configured COA and uploaded data.<br>OpenGov will train Customer on Platform maintenance::<br>● Users<br>● Uploading data<br>● Maintaining COA |
| **Sign Off** | Customer will sign off that they have:<br>● Configured Story<br>● Configured Open Town Hall<br>● Configured OpenGov reports |

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| Functionality | Description |
|---|---|
| | • Been trained on Stories, Open Town Hall, OpenGov reports, Dashboards |

## 9.2. OpenGov Budgeting & Planning

### 9.2.1. Budget & Planning Project Deliverables

| Functionality | Description |
|---|---|
| **OpenGov Budgeting & Planning Suite** | Budgeting & Planning Suite, includes: <br> • Operating Budget <br> • Workforce Planning <br> • Capital Improvement Project Budgeting <br> • Online Budget Book <br> • Budget Reporting |

### 9.2.2. Project Tasks - Budgeting and Planning

The tasks and responsibilities listed below are required for OpenGov and Customer to successfully complete the OpenGov Budgeting and Planning Suite implementation.

#### 9.2.2.1. Initiate

| Functionality | Description |
|---|---|
| **Documentation Receipt** | Customer to provide OpenGov: <br> • Budget export <br> • Examples of the documentation currently provided to department, <br> • Budget schedule, <br> • Management budget reports example |
| **OpenGov University Budget Training** | During the initial phase, OpenGov will provide system training to administrators. <br> Training will include: <br> • How to create <br>     ○ a budget <br>     ○ a proposal <br>     ○ a worksheet <br>     ○ add a line item |

| | |
|---|---|
| | ○ reselect line items<br>○ submit a budget<br>● Reporting overview<br>● Stories overview<br>● Open Town Hall overview<br>● Workforce Planning Overview |
| **Budget and Workforce Solution Examples** | OpenGov will build out examples of best practices for budgeting solutions:<br><br>*Operating*<br>● 2 budget instances in OpenGov<br>● 2 proposals for each budget instance (Traditional and OpenGov)<br>● 3 budget reports<br>  ○ Operating Budget Development<br>  ○ Operating Budget Details<br>  ○ Operating Budget Categories<br>● 1 budget story for review<br><br>*Capital*<br>● 1 budget instances in OpenGov<br>● 2 proposals<br>● 3 budget reports<br>  ○ Capital Budget Development<br>  ○ Capital Budget Details<br>  ○ Capital Budget Categories<br>● 1 capital story for review<br><br>Workforce Planning Shell<br>● 4 Standard cost elements<br>  ○ Wages<br>  ○ Insurance<br>  ○ Retirement<br>  ○ Taxes |
| **Online Budget Book Examples** | OpenGov will build out:<br>● Look and feel of Online Budget Book<br>● Templates for:<br>  ○ Home Page<br>  ○ Generic (multi-use)<br>  ○ Operating<br>  ○ Department<br>  ○ Capital<br>  ○ Capital Project |

### 9.2.2.2. Best Practices

| Functionality | Description |
|---|---|
| **Overview of Best Practice** | OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer. |
| **Budget and Workforce Solution** | The Implementation Analyst will conduct a review of the examples created and work with the customer to confirm a budget format on which to move forward. |
| **Online Budget Book Solution** | The Implementation Analyst will conduct review of Online Budget Book templates and work with Customer to confirm format and approach. |
| **Solution Document** | OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration. |

### 9.2.2.3. Configure

| Functionality | Description |
|---|---|
| **Base Budget File** | OpenGov will configure and upload Customer's base budget file into OpenGov. |
| **Budget Configuration** | Based on the Review and Confirmation phase OpenGov OpenGov will set up Customer's preferred budget format:<br><br>*Operating*<br>• 1 Budget instance<br>• 2 Proposals (Department)<br>• Corresponding worksheets (single, fund, division, or function)<br>• 1 standard budget Story template<br><br>*Capital*<br>• 1 Budget instance<br>• 2 Proposals (Department or Project)<br>• Corresponding worksheets (single, fund, division, or function)<br>• 1 standard capital Story template<br><br>Based on the review of the Workforce Planning Shell and with the guidance of the Implementation Analyst, Customer will:<br>• Buildout remaining cost elements<br>• Populate position template<br>• Validate Workforce calculation |

| **Budget Configuration Working Sessions** | OpenGov will hold working sessions between the Implementation Analyst and Customer for the purpose of validating, reviewing, and iterating upon draft budget instances. Session will focus on:<br>• Set up<br>• Structure<br>• Workflow<br>• User access |
|---|---|
| **Administrator Budget Management Training** | OpenGov will provide 1, 60-Minute training sessions to enable Customer's Budget Administrators to manage and maintain their OpenGov budgets including:<br>• User access<br>• Approval workflow<br>• Cloning<br>• Phases<br>• Proposal status |
| **Dataset and View Configuration** | OpenGov will set up 1 export and dataset view to enable budget reports |
| **Budget Report(s)** | OpenGov will configure up to 8 budget reports to include:<br><br>*Operating*<br>• Operating Budget Milestones<br>• Operating Budget Development<br>• Operating Budget Details<br>• Operating Budget Categories<br><br>*Capital*<br>• Capital Budget Development<br>• Capital Budget Details<br>• Capital Budget Categories<br>• Capital Plan Report |
| **Budget Exports and Reporting Training** | OpenGov will provide 1, 60-Minute training sessions to enable Customer to own, manage and maintain their OpenGov Budget Data and Reports including:<br>• Exports<br>• Dataset views<br>• Reports |
| **Online Budget Book Configuration** | Once templates are finalized, OpenGov will:<br>• Create one Story shell for each department, project, and fund from templates. (Department or fund can be substituted for |

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| | another template listed above)<br>• Create up to 2 reports for use in the Online Budget Book<br>• Create OpenGov report views and add report tiles to created templates.<br><br>Customer will:<br>• Provide logo and branding colors to OpenGov<br><br>Once trained, Customer will:<br>• Build out remaining Stories required for Online Budget Book to include:<br>    ○ Narrative<br>    ○ OpenGov Report Views<br>    ○ Images<br>    ○ Data not in OpenGov<br>• Set up additional Online Budget Book stories.<br>• Create views in Online Budget Book Report(s)<br>• Add report views to online budget book stories<br>• Add narrative content to Online Budget Book Stories<br>• Add any additional content to Online Budget Book Stories<br>• Make Stories public and Publish Online Budget Book |
|---|---|
| **Online Budget Book Administrator Training** | OpenGov will provide one (1) 60-Minute session for administrator training:<br>• Using and Copying Templates<br>• How Datasets and Reports work in Stories<br>• How the Online Budget Book works with Transparency Portal<br>• Preparing for updating and ongoing use |

### 9.2.2.4.    Validation

| Functionality | Description |
|---|---|
| **Validation of Configured Budgets** | The OpenGov Project Manager and  Analyst will confirm with Customer's Project Lead that all budget proposals are configured properly based on the agreed upon format. |

### 9.2.2.5.    Deploy

| Functionality | Description |
|---|---|
| **Internal** | OpenGov will provide 1, 60-Minute training sessions to enable |

| Budget User Training | Customer's internal users to understand budgeting requirements. |
|---|---|
| Sign Off | Customer will provide written sign off that all Budgets and reports have been configured based on agreed upon formats. |

## 9.3. Financial Integration

### 9.3.1. Financial Integration Deliverables

| Functionality | Description |
|---|---|
| Financial Integration | OpenGov will work with Customer's IT Staff and Project Team to setup a one way data integration from Tyler Munis to OpenGov |

### 9.3.2. Financial Integration Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the Financial Integrations with OpenGov.

#### 9.3.2.1. Initiate

| Functionality | Description |
|---|---|
| Solution Review | OpenGov will review the proposed solution with Customer<br>• Functionalities to be Integrated<br>  ○ Actuals (Revenue and Expenses)<br>  ○ Budget<br>• Integration Approach<br>  ○ Database Connect / Agent Install<br>• OpenGov Assumes:<br>  ○ The data will be linked to the Customer's COA.<br>  ○ Integration is unidirectional from the Customer's accounting software into OpenGov. |
| Data Analysis | OpenGov will perform the data analysis<br>• To align with the required functionalities<br>• To align with the COA |

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### 9.3.2.2. Configuration

| Functionality | Description |
|---|---|
| **Integration Setup** | OpenGov will perform the following<br>● Installation of Agent<br>● Database View Deployment<br>● OpenGov Assumes:<br>  ○ OpenGov will require assistance from Customer to understand source system specific customizations and configurations when building the data extract. When OpenGov is not able to access or extract data as per requirements, Customer should provide the data files in CSV format into OpenGov FTP Location.<br>  ○ When the source accounting software is hosted by a third party vendor on behalf of Customer, Customer is responsible for brokering OpenGov's access to Customer's data residing at the vendor's premises in accordance with OpenGov's data formatting requirements. |
| **Configuration and Testing** | OpenGov will perform the Configuration to<br>● Extract, Transform (when required) and load the data<br>● Build Reports for the required functionalities<br>● Initial validation of data |

### 9.3.2.3. Validation

| Functionality | Description |
|---|---|
| **Data Validation** | OpenGov team to work with Customer to<br>● Validate the historical data<br>● Validate the current year data<br>● OpenGov Assumes:<br>  ○ Customer will provide data to validate against (PDF Export). Data should be received prior to the start of the integration. |

![OPENGOV logo]

| | ○ OpenGov will perform the validation for data accuracy for the Integration, working jointly with Customer team to approve the Financial Integration data. |
|---|---|

### 9.3.2.4. Deploy

| Functionality | Description |
|---|---|
| **Deployment and Wrap Up** | OpenGov will perform the Configuration to<br>● Schedule the current year data load<br>● Train the administrators<br>● Monitor the data load |
| **Sign Off** | Customer will complete OpenGov-provided sign off document acknowledging<br>● Accuracy of the data for historical years and current year associated with the functionalities<br>● Accuracy Reports associated with the functionalities<br>● Adequately trained on the Integration Functionalities |

# 10. Acceptance

## 10.1. Acceptance Process

All Deliverables require acceptance from the Customer Project Manager(s) following the completion of Deliverables and upon Project Closure. Customer is responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverable. Upon completion of these phases, the OpenGov Project Manager shall notify the Customer Project Manager(s) and provide the necessary documents for review and sign off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- OpenGov shall submit the completed Deliverables to Customer to review or test against the applicable acceptance criteria. Customer shall notify OpenGov promptly of its acceptance or rejection in accordance with the agreed upon acceptance criteria.
- Customer must accept all Deliverables that meet the applicable acceptance criteria. OpenGov Project Manager will provide the Customer Project Manager with the

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OpenGov Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.

- Upon completion of the phase or project, OpenGov allows Customer 10 business days to communicate  that the particular Deliverable(s) does not meet Customer's requirements. Failure to communicate that the particular Deliverable(s) does not meet Customer's requirements will be deemed as acceptance and any further work provided to remedy Customer's complaint might incur additional cost.
- Customer shall provide to OpenGov a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. OpenGov shall make best effort to revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Customer for further review and testing.
- If the acceptance form is not received in accordance with Section 7 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.

## 10.2.   Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Customer Project Manager will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive a response in accordance with Section 7 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.

# 11.   Change Management

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

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- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
    - Timeline for completion
    - Sign off process
    - Cost of change and Invoice timing
    - Signed by OpenGov and Customer Executives approving funds.

Change documentation will be mutually agreed upon as defined in Section 7 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.

Example of changes that might arise during a deployment:
- Amending the SOW to correct an error.
- Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- Change in type of OpenGov resources to support the SOW.

# 12.  Post Go Live Support

Once the Professional Services project is complete, the customer will have access to OpenGov Standard Support including:
- Access to the OpenGov Resource Center
- Online access to the support request portal
- Access to phone and chat support 4:00AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays

Exhibit D – Support and Software Service Levels

<div style="text-align:center">

**Exhibit D**

**SUPPORT AND SOFTWARE SERVICE LEVELS**

</div>

This Support and Software Services Levels Exhibit ("**Support Exhibit**") is to OpenGov's Software Services Agreement, as amended (the "**Agreement**"). Capitalized terms not defined herein have the meaning indicated in the Agreement and its associated Order Form(s).

**I. SUPPORT FOR OPENGOV SOFTWARE SERVICES:**

A. SUPPORT PLANS

OpenGov offers two types of technical support plans for all support issues relating to the OpenGov Software Services in accordance with Table 1:

**TABLE 1 Standard and Premium Support Offerings and Service Level**

| Offering | Standard | Premium |
|---|---|---|
| Unlimited Number of Support Cases per Year* | ✔ | ✔ |
| Unlimited Access to OpenGov Resource Center | ✔ | ✔ |
| Unlimited Online access to the Support Request Portal | ✔ | ✔ |
| Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays | ✔ | ✔ |
| Designated OpenGov Contact | - | ✔ |
| Increased Response Times | - | ✔ |
| **SEVERITY LEVEL** | **FIRST RESPONSE TIME** | |
| Urgent | One (1) Business Hour | One (1) Calendar Hour |
| High | One (1) Business Day | Two (2) Business Hours |
| Normal | Four (4) Business Days | Eight (8) Business Hours |
| Low | Eight (8) Business Days | Two (2) Business Days |

*\* Support Cases are defined as issues related to the OpenGov Software Services.*

**1. Severity Level Definitions**
**Severity Level Urgent:** Customer experiences complete loss of use of the Software Services, meeting the definition of "Unavailable" in Section V-A-1 below and no procedural workaround exists, thereby blocking a Customer's business operations.
**Severity Level High**: Customer experiences a severe defect or configuration issue with the use of the Software Services and no procedural workaround exists, thereby causing a high impact to Customer's business operations (excluding Software Service failures that qualify as Severity Level Urgent).
**Severity Level Normal**: Customer experiences a problem where the use of the Software Services are partially reduced, thereby causing a low-to-medium impact to Customer's business operations. A procedural workaround exists (excluding Software Service issues that qualify as Severity Level Urgent or High).

**Severity Level Low**:   Routine Software Service support requests relating to issues where the use of the Software Service is negligibly reduced thereby causing a no-to-low impact to a Customer's business operations (excluding Software Service issues that qualify as Severity Level Urgent, High or Normal).

**2. Assignment of Severity Levels**: OpenGov will determine the Severity Level assigned to each support issue in its reasonable discretion, but taking into consideration the Severity Level input by Customer.

**3. First Response Time**: OpenGov will use commercially reasonable efforts to respond (via OpenGov's Normal Support Channels) to each support issue reported by the Customer within the applicable response time in Table 1, depending on the applicable severity level and Support Plan contracted by the Customer.  "**Business Days**" are Monday-Friday, excluding holidays (which said holidays are described in our Resource Center). "**Business Hours**" are 4:00 AM PT to 7:00 PM PT Business Day.

## II. SUPPORT REQUEST PORTAL & RESOURCE CENTER:

A. Customer must opt-in to OpenGov's support portal ("**Support Porta**l") to take required actions relating to support and use of the Software Services.
B. Customer must opt-in to the Resource Center to receive certain important information about updates and other changes to the Software Services

## III.  EXCLUSIONS

This Support Exhibit does not apply to any: (a) features designated Beta or Limited Availability (unless otherwise stated in the associated Documentation), (b) features excluded from the Support Exhibit, (c) responding to problems caused by third party software, (d) configuration changes for third party software, (e) support for issues related to the operation of the Software Services on local personal computers and related printing issues; problems with the browser and loading the required add-on programs; support for using Vision and Intellicus reporting tools, (f) firewall support, (g) responding to problems caused by hardware, (h) issues with ViewPoint ViewPermit Software, (i) on-site support, and  (j) errors: (i) caused by factors outside of OpenGov's reasonable control, including misuse, accidents, Customer neglect, or fire; (ii) that resulted from Customer's equipment,  software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement, (iv) that result from Customer's unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to OpenGov's network by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices; or (v) that result from Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer's use of the Software Services in a manner inconsistent with the features and functionality of the Software Services (for example, attempts to perform operations that are not supported) or inconsistent with OpenGov's published guidance.

## IV. PREMIUM SERVICES

A. Customers who subscribe to Premium Services will be assigned an OpenGov Designated Contact or **"Named Contact"**. A Named Contact is a designated point of contact who provides coordination and access to consulting, training, and configuration services. In addition, Named Contacts will provide quarterly reviews with the Customer to review outstanding support items, upcoming projects, and technical needs.

B. "**Premium Services**" are defined as services in addition to the "Standard" support provided with the annual OpenGov Software Services. Premium Services are available at OpenGov's discretion and will be billed on a time and materials basis at the then current billable rate..

i. **OpenGov Consultation and Training**. Step by step instruction, and problem solving by a product or subject matter expert to Customer for users of the Software Services. OpenGov will provide web based, one-on-one remote training to any user during normal OpenGov business hours. This does not include training for newly purchased Software Services that are in deployment. Training is only included for Software Services purchased. Customer users must have a working knowledge of their job function, and of the Software Services.

ii. **OpenGov Software Services Configuration**:Configuration of the Software Services, with direction by the Customer. These configuration services are available for currently licensed software and at the sole discretion of OpenGov.

## V. OPENGOV SOFTWARE SERVICES:

A. SOFTWARE SERVICE LEVELS

**1. Uptime Commitment**

The Quarterly Uptime Percentage for the Software Service (excluding the Permitting, Licensing and Code Enforcement / Citizen Services Software Services and any OpenGov software not hosted by OpenGov) will be ninety-nine and nine-tenths percent (99.9%) (the "**Uptime Commitment**"). The Uptime Commitment for Permitting, Licensing and Code Enforcement / Citizen Services Software Services will be ninety-nine percent (99%). Subject to the exclusions described in Subsection V.A.2 below, "**Quarterly Uptime Percentage**" is calculated by subtracting from 100% the percentage of 1-minute periods during any quarterly billing cycle (i.e., 3 calendar months) in which the Software Services (are) Unavailable out of the total number of minutes in that quarterly billing cycle. "**Unavailable**" and "**Unavailability**" mean that, in any 1-minute period, all connection requests received by the Software Services failed to process (each a "**Failed Connection**"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Quarterly Uptime Percentage will be measured based on the industry standard monitoring tools OpenGov uses.

**2. Exclusions from Quarterly Uptime Percentage**

Notwithstanding anything to the contrary in this exhibit, any Software Service Unavailability issues resulting from any of the following will be excluded from calculation of Quarterly Uptime Percentage:

**2.1** Regularly scheduled maintenance of the Software Service that is communicated by OpenGov at least twenty-four (24) hours in advance via the Support Portal. (OpenGov typically schedules such regularly scheduled maintenance twice per month);

**2.2** any issues with a third-party service to which Customer subscribes (e.g. Budget Book by Workiva);

**2.3** any problems not caused by OpenGov that result from (a) computing or networking hardware, (b) other equipment or software under Customer's control, (c) the Internet, or (d) other issues with electronic communications;

**2.4** OpenGov's suspension or termination of the Software Service in accordance with the Agreement and/or its associated Order Form;

**2.5** the Software Service is experiencing an unforeseeable amount of user requests from Customer;

**2.6** software that has been subject to unauthorized modification by Customer;

**2.7** negligent or intentional misuse of the Software Service by Customer; or

**2.8** "Beta" or "limited availability" products, features and functions identified as such by OpenGov.

Customer may elect to use certain billable OpenGov Professional Software Services to resolve issues associated with the excluded areas listed in this Subsection V-A-2. Such Professional Software Services may require Customer to complete a network assessment, and/or give OpenGov access to Customer's network, in order to diagnose the issue.

**3. Process**

Customer shall notify OpenGov of any Unavailability via the Support Portal. Customer shall provide such notification within thirty (30) days of the Unavailability event.

Exhibit E – Computer Requirements for Optimal Performance of OpenGov's Software

Exhibit E

Computer Requirements for Optimal Performance of OpenGov's Software

**Operation System:** Microsoft Windows 10 Pro x64
**RAM:** 16 GB RAM
**Hard drive Size:** 128 GB Hard drive
**Processor:** Intel Core i5

**Browsers:**
Microsoft Edge 109.0.1518.55
Google Chrome 108.0.5359.125

**Printers:**
HP LaserJet flow MFP M830
HP LaserJet MFP M630
HP LaserJet 4250
HP LaserJet M4555 MFP
HP LaserJet 9040
SHARP MX-M3571
SHARP BP-70C65
SHARP MX-5071
SHARP MX-M3571
SHARP MX-M7570

**Scanners:**
Canon DRM-140
Canon 2580C