CO-OPERATIVE PURCHASE AGREEMENT NO. 4441

Budget Module Replacement

THIS **Budget Module Replacement Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Vertosoft, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

1. **Co-operative Agreement.** Contractor has agreed to provide Budget Module Replacement in accordance with its agreement DIR-TSO-4227 (the "Co-operative Agreement"), which is incorporated by reference into this Agreement as if fully set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.

2. **Scope.** Contractor shall provide Budget Module Replacement in accordance with the attached quote ("Quote"), as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

3. **Term.** The Term of this Agreement is five years beginning on the date provided in the Notice to Proceed from the City's Contracts & Procurement Division. The parties may mutually extend the term of this Agreement for up to zero-additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

4. **Compensation and Payment.** This Agreement is for an amount not to exceed $1,282,038.40, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

    Invoices must be mailed to the following address:

    City of Corpus Christi
    Attn: Accounts Payable
    P. O. Box 9277
    Corpus Christi, TX 78469-9277

5. **Contract Administrator.** For the purposes of this Agreement, the City's assigned contract administrator ("Contract Administrator") is the Director of Information Technology or the Director's designee ("Director"). The Contract Administrator is responsible for the approval of all phases of performance and operations under

this Agreement, including deductions for non-performance and authorizations for payment.

6. **Notice.** Any notice required under this Agreement must be given by email, fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day emailed or faxed with proof of transmission, on the day hand-delivered, or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

If to City:	**With a copy to:**
City of Corpus Christi	City of Corpus Christi
Attn: Peter Collins	Attn: Eddie Houlihan
IT Director	Management & Budget Director
1201 Leopard St.	P. O. Box 9277
Corpus Christi, TX 78401	Corpus Christi, TX 78469-9277
Email: peterc@cctexas.com	Email: eddieho@cctexas.com
Fax: (361) 826-3174	Fax: (361) 826-3174

If to Contractor:
Vertosoft, LLC
Attn: David Ball, Sales
1602 Village Market Blvd., Suite 215
Leesburg, VA 20175
Email: sales@vertosoft.com
Fax: 571-291-4119

7. **Insurance.** Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured, and the City Attorney must be given copies of requested insurance policies within 10 days of the City Manager's written request for the same. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

8. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

9. **Amendments.** This Agreement may be amended only in writing, following the change procedure set out in Attachments A and B, as applicable, and signed by authorized representatives of each party.

10. **Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire understanding and agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature: _David Ball_
FBF56D8093FF4F3...

Printed Name: _David Ball_

Title: _Senior Director_

Date: _11/10/2022_

CITY OF CORPUS CHRISTI

_____
Josh Chronley   Date
Assistant Director of Finance – Contracts & Procurement

APPROVED AS TO FORM:

_____
Assistant City Attorney   Date

Attached and Incorporated by Reference:
Attachment A: Quote & Statement of Work
Attachment B: Software Services Agreement
Attachment C: Insurance Requirements

Incorporated by Reference Only:
Co-operative Agreement: DIR-TSO-4227

Vertosoft

FROM	FOR	QUOTE NUMBER
David Ball	Holly Houghton	8504
Vertosoft LLC		
1602 Village Market Blvd, Suite 215	EMAIL	DATE
Leesburg, VA 20175	holly@cctexas.com	November 2, 2022
		VALID UNTIL
DUNS# 080431574		December 16, 2022 at 11:00 AM
Cage Code: 7QV38		
Federal Tax ID: 81-3911287		
Business Size: Small Business		
sales@vertosoft.com		
Fax: 571-291-4119		
www.vertosoft.com		
PHONE		
703-568-4703		

Vertosoft OpenGov Quote - TX DIR - City of Corpus Christi TX

Texas DIR Contract Number: DIR-TSO-4227

Payment Terms - Net 30
Delivery: Electronic

Government Customer Ship To: City of Corpus Christi, TX

P.O Box 9277
Corpus Christi, TX

Eddie Houlihan
eddieho@cctexas.com
(361) 826-3792

Holly Houghton
holly@cctexas.com

Subscription Term

Start Date: 10/01/2022
End Date: 09/30/2027

Fees payable during the initial five year term from 10/1/2022 - 9/30/2027 shall not increase until the renewal term effective 10/1/2027

OPGV-GABS-B12B-RR-5Y	208,198.97
Budgeting & Planning - Between $1-2 Billion - 5Y - Year 1	x 1
	208,198.97
Includes Premium Support (OPGV-GBCS-B12B-RR-5Y)	
Period of Performance: 10/01/2022 - 09/30/2023	
Payment for Year 1: Billable 1/1/2023	

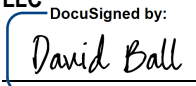|		
OPGV-HAFB-B12B-RR-5Y **Multi-Approval Workflows for Finance - Between $1-2 Billion - 5Y - Year 1** Period of Performance: 10/01/2022 - 09/30/2023 Payment for Year 1: Billable 1/1/2023		31,701.03 x 1 31,701.03
OPGV-GHBP-B12B-NR-0Y **Custom Professional Services Deployment & Travel - Fixed Fee - Between $1-2 Billion -** Start Date: 10/01/2022 Includes all travel costs Payment for Year 1: Billable 1/1/2023		231.20 x 357 82,538.40
	Subtotal	322,438.40
OPGV-GABS-B12B-RR-3Y **Budgeting & Planning - Between $1-2 Billion - 5Y - Year 2** Includes Premium Support (OPGV-GBCS-B12B-RR-5Y) Period of Performance: 10/01/2023 - 09/30/2024 Payment Due Date: 10/15/2023		208,198.97 x 1 208,198.97
OPGV-HAFB-B12B-RR-5Y **Multi-Approval Workflows for Finance - Between $1-2 Billion - 5Y - Year 2** Period of Performance: 10/01/2023 - 09/30/2024 Payment Due Date: 10/15/2023		31,701.03 x 1 31,701.03
	Subtotal	239,900.00
OPGV-GABS-B12B-RR-5Y **Budgeting & Planning - Between $1-2 Billion - 5Y - Year 3** Includes Premium Support (OPGV-GBCS-B12B-RR-5Y) Period of Performance: 10/01/2024 - 09/30/2025 Payment Due Date: 10/15/2024		208,198.97 x 1 208,198.97
OPGV-HAFB-B12B-RR-5Y **Multi-Approval Workflows for Finance - Between $1-2 Billion - 5Y - Year 3** Period of Performance: 10/01/2024 - 09/30/2025 Payment Due Date: 10/15/2024		31,701.03 x 1 31,701.03
	Subtotal	239,900.00
OPGV-GABS-B12B-RR-5Y **Budgeting & Planning - Between $1-2 Billion - 5Y - Year 4** Includes Premium Support (OPGV-GBCS-B12B-RR-5Y) Period of Performance: 10/01/2025 - 09/30/2026 Payment Due Date: 10/15/2025		208,198.97 x 1 208,198.97

OPGV-HAFB-B12B-RR-5Y **Multi-Approval Workflows for Finance - Between $1-2 Billion - 5Y - Year 4** Period of Performance: 10/01/2025 - 09/30/2026 Payment Due Date: 10/15/2025	31,701.03 x 1 31,701.03
	Subtotal **239,900.00**
OPGV-GABS-B12B-RR-5Y **Budgeting & Planning - Between $1-2 Billion - 5Y - Year 5** Includes Premium Support (OPGV-GBCS-B12B-RR-5Y) Period of Performance: 10/01/2026 - 09/30/2027 Payment Due Date: 10/15/2026	208,198.97 x 1 208,198.97
OPGV-HAFB-B12B-RR-5Y **Multi-Approval Workflows for Finance - Between $1-2 Billion - 5Y - Year 5** Period of Performance: 10/01/2026 - 09/30/2027 Payment Due Date: 10/15/2026	31,701.03 x 1 31,701.03
	Subtotal **239,900.00**
	Total **$1,282,038.40**

OpenGov Terms of Service

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov Services is pursuant to the the Terms and Conditions - Software Service Agreement (Purchase through an OpenGov Authorized Reseller) set forth at https://opengov.com/terms-of-service. Any Professional Services shall be performed pursuant to the attached Statement of Work.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number and Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

AGREED TO AND SIGNED by authorized representatives of each of the Parties on the dates indicated below.

Vertosoft LLC

By: _David Ball_
DocuSigned by:
FBF56D8093FF4F3...

Name: David Ball

Title: Senior Director

Date: 11/10/2022

City of Corpus Christi, TX

By: _____

Name: _____

Title: _____

Date: _____

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Statement of Work

City of Corpus Christi, TX

Created by: Ariana Tuckey
Creation Date: 09/28/22
Document Number: DD-02694
Version Number: 2

1. Overview

1.1. Preamble

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Corpus Christi, TX ("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 acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Software Services Agreement between OpenGov

and City of Corpus Christi, TX.
- 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.
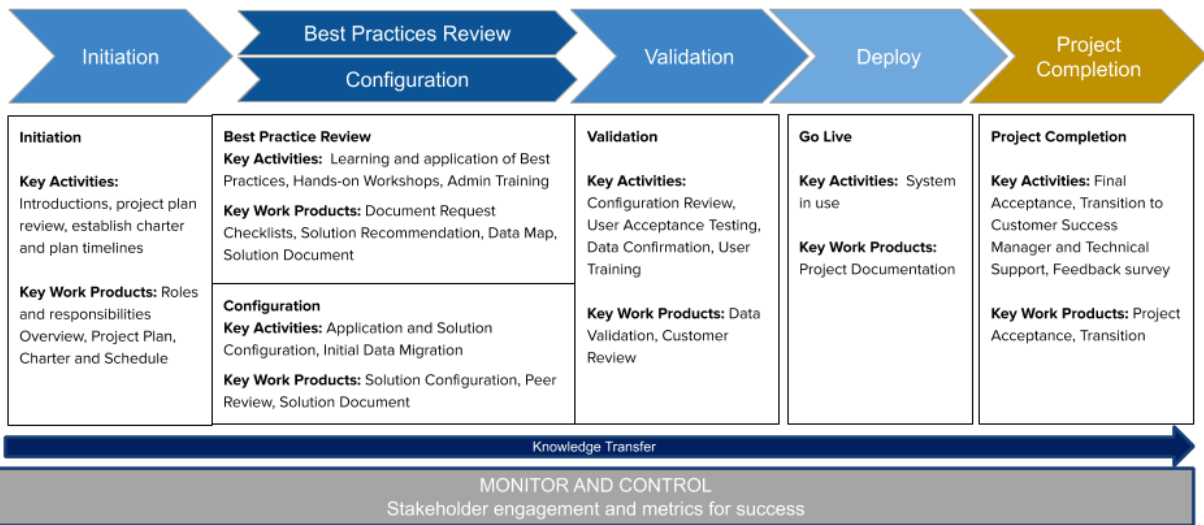
2. Methodology

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 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.
- OpenGov provides 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 and domain expertise, we will make solution recommendations.
- We will align with your team based on our understanding of your operating processes based on technical requirements and product functionality.
- OpenGov will review all data and integration requirements. A data map will be mutually agreed upon and signed off on by Customer.
- OpenGov will 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.

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Validation

- Customer reviews 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. 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.
Implementation Analyst ("IA")	Responsible for helping Customer configure OpenGov's product suites as assigned. The IA 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.
Data Solutions Engineer ("DSE")	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

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	customer throughout their journey with OpenGov, post-deployment and beyond.
Customer Success Manager ("CSM")	The Customer Manager ("CSM") 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 CSM 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 CSM will be introduced at deployment kickoff, but will not be an active participant in deployment working sessions. As the deployment approaches closure, the CSM's engagement will ramp-up, and the OpenGov Project Manager to CSM 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 IA.
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

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	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 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.
- **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	PM, ES, AE, CSM	PM, BO. ES

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			matters. Discuss strategic direction from deployment, alignment of OpenGov with Customer's 3-year roadmap, evaluate potential shift in strategy and impact to relationship		
Executive Sponsor Meeting	Monthly / Bi-Monthly	Discuss deployment: - Strategic impacts: timing, scope, process - Value prop changes, confusion - Project specific: items that need guidance, support and/or clarity	PM, ES, plus others as necessary	PM, ES, plus others as necessary	
Weekly Deployment Updates	Weekly	Summary of project actions against project plan. 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 kickoff meeting, documenting both phone numbers and email. The general path is:

OpenGov Project Manager → Professional Services Sr. Manager / SVP → OpenGov 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 and 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.
- 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 change orders that result in additional cost.
- 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.

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6.3. Documentation

- Issue Escalation: Problem Statement with clear impact to the deployment and/or engagement.
- Acceptance Document: 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.
- OpenGov will perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in the City of Corpus Christi, TX in order to complete its responsibilities under this SOW. OpenGov will work with Customer to determine which activities will be performed on-site during the Initiate phase of the project.
- 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; and b) any fees for Professional Services due to OpenGov after such delay shall become due and OpenGov may invoice Customer for such prepayment.
  - As set forth in Section 6.1(e) of the Agreement, if extended delays in Customer responsiveness are encountered, OpenGov may opt to put the project into an "On Hold" status, which includes causing OpenGov to stop or cause to be stopped the Professional Services to be provided to the Customer, until the Customer has fulfilled its obligations set forth in the On Hold Notice as described in the Agreement.

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○ 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 for up to 90 days from the Creation Date, or as agreed to in writing by OpenGov and Customer.

8. Project Scope

8.1. OpenGov Reporting & Transparency Platform

8.1.1. OpenGov Reporting & Transparency Platform Project Deliverables

Deliverable	Description
OpenGov Reporting & Transparency Platform	Cloud based Reporting & Transparency Platform that includes: ● Stories ● Community Feedback ● Reporting ● Dashboards ● Transparency Portal

8.1.2. Project Tasks

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

8.1.2.1. Initiate

Functionality	Description
Provisioning Reporting & Transparency Platform	OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.
OpenGov University Platform Training	OpenGov will provide access to OpenGov University online training courses intended to teach users on the basics of the Reporting & Transparency Platform.
Stories and	OpenGov will build out an example of a Story:

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Community Feedback Examples	● One standard story based on available templates in OpenGov. OpenGov will build out an example of a topic in Community Feedback.
Initial Data Migration	OpenGov will upload any applicable datasets to the OpenGov Platform. ● Base Budget File ● Historical Budget and Transactions Files, including beginning balances ● Budget Reference Year data files OpenGov will accept flat files such as CSV, Text, and/or Excel

8.1.2.2. 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 Community Feedback 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.

8.1.2.3. Configuration

Functionality	Description
Chart of Accounts	OpenGov will ● Review and give feedback on Customer's general ledger chart of accounts ● Provide a functional build of the proposed OpenGov Chart of Accounts, and gain sign off on acceptance from Customer. ● Configure OpenGov Chart of Accounts in OpenGov system
OpenGov Reports	OpenGov will: ● Set up 3 OpenGov reports (Annual, Budget to Actuals, and Transactions)

8.1.2.4.   Validation

Functionality	Description
Chart of Accounts	Once built in OpenGov system, Customer will validate and sign off on transformed Chart of Accounts.
Data	Customer will validate and sign off on the datasets uploaded as part of the implementation.

8.1.2.5.   Deploy

Functionality	Description
Training Stories	OpenGov will review configured story and provide training to Customer on how to: ● Create new stories ● Update/Maintain current stories ● Publish internally and externally
Training Community Feedback	OpenGov will ● Present configured Community Feedback site and theme. ● Provide training to Customer on Community Feedback Functionality
Training OpenGov Reports	OpenGov will review configured OpenGov reports. OpenGov will provide training Customer on report: ● Configuration ● Update/Maintenance ● Publishing internally and externally
Training Dashboards	OpenGov will provide training to Customer on Dashboard: ● Configuration ● Update/Maintenance ● Publishing internally and externally
Reporting & TransparencyTraining	OpenGov will review configured Chart of Accounts (COA) and uploaded data. OpenGov will provide training to Customer on Platform maintenance: ● Users ● Uploading data ● Maintaining COA
Sign Off	Customer will sign off that they have: ● Configured Story

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	• Configured Community Feedback • Configured OpenGov reports • Training has been provided on Stories, Community Feedback, OpenGov reports, Dashboards

8.2.   OpenGov Budgeting & Planning
8.2.1.   Budget & Planning Project Deliverables

Functionality	Description
OpenGov Budgeting & Planning Suite	Budgeting & Planning Suite, includes: • Operating Budget • Workforce Planning • Capital Improvement Project Budgeting • Online Budget Book • Budget Reporting

8.2.2.   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.

8.2.2.1.   Initiate

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

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

8.2.2.2. 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.

8.2.2.3. 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: *Operating* ● 1 Budget instance ● Up to 50 Proposals (Department) ● Corresponding worksheets (single, fund, division, or function) ● 1 standard budget Story template *Capital* ● 1 Budget instance ● Up to 50 Proposals (Department or Project) ● Corresponding worksheets (single, fund, division, or function) ● 1 standard capital Story template Based on the review of the Workforce Planning Shell and with the guidance of the Implementation Analyst, Customer will: ● Buildout remaining cost elements ● Populate position template ● Validate Workforce calculation

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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: ● Set up ● Structure ● Workflow ● User access
Administrator Budget Management Training	OpenGov will provide 1, 60-Minute training session(s) to enable Customer's Budget Administrators to manage and maintain their OpenGov budgets including: ● User access ● Approval workflow ● Cloning ● Phases ● 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: *Operating* ● Operating Budget Milestones ● Operating Budget Development ● Operating Budget Details ● Operating Budget Categories *Capital* ● Capital Budget Development ● Capital Budget Details ● Capital Budget Categories ● Capital Plan Report
Budget Exports and Reporting Training	OpenGov will provide1, 60-Minute training session(s) to enable Customer to own, manage and maintain their OpenGov Budget Data and Reports including: ● Exports ● Dataset views ● Reports
Online Budget Book Administrator Training	OpenGov provide one 60-Minute session for training on the following topics: ● Using and copying templates ● How Datasets and Reports work in Stories ● How the Online Budget Book works with Transparency Portal

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	● Preparing for updating and ongoing use
Online Budget Book Configuration	Once templates are finalized, OpenGov will: ● Create one Story shell from templates for ○ Up to 50 departments ○ Up to 50 projects ● Create up to 2 reports for use in the Online Budget Book ● Create OpenGov report views and add report tiles to created templates. OpenGov will provide up to 10 one-hour working sessions to answer Customer questions on Online Budget Book Configuration. Once trained, Customer will: ● Build out remaining Stories required for Online Budget Book to include: ○ Narrative ○ OpenGov Report Views ○ Images ○ Data not in OpenGov ● Set up additional Online Budget Book stories. ● Create views in Online Budget Book Report(s) ● Add report views to online budget book stories ● Add narrative content to Online Budget Book Stories ● Add any additional content to Online Budget Book Stories ● Make Stories public and Publish Online Budget Book

8.2.2.4.   Validation

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

8.2.2.5.   Deploy

Functionality	Description
Internal Budget User Training	OpenGov will provide up to 3, one-day onsite training session(s) to enable 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.

8.3. Financial Integration

8.3.1. Financial Integration Deliverables

Functionality	Description
Financial Integration	OpenGov will work with Customer's IT Staff and Project Team to set up a one way data integration from Lawson to OpenGov

8.3.2. Financial Integration Tasks

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

8.3.2.1. Initiate

Functionality	Description

Solution Review	OpenGov will review the proposed solution with Customer
	● Functionalities to be Integrated
	   ○ Actuals (Revenue and Expenses)
	   ○ Budget
	● Integration Approach
	   ○ SFTP (File Transfer)
	● OpenGov Assumes:
	   ○ The data will be linked to the Customer's COA.
	   ○ Integration is unidirectional from the Customer's accounting software into OpenGov.

Data Files [SFTP]	Customer will provide the data in the required format associated with the functionalities ● Data Files for Historical Years ● Data Files for Current Year ● Automate the file transfers into the OpenGov SFTP location
Data Analysis	OpenGov will perform the data analysis ● To align with the required functionalities ● To align with the COA

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8.3.2.2. Configuration

Functionality	Description

Integration Setup	OpenGov will perform the following
	● SFTP Setup
	● Sample File Format
	● OpenGov Assumes:
	   ○ 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 SFTP Location.
	   ○ 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 ● Extract, Transform (when required) and Load the data ● Build Reports for the required functionalities ● Initial validation of data

8.3.2.3. Validation

Functionality	Description

Data Validation	OpenGov team to work with Customer to
	● Validate the historical data
	● Validate the current year data
	● OpenGov Assumes:
	   ○ Customer will provide data to validate against (PDF export). Data should be received prior to the start of the integration.
	   ○ OpenGov will perform the validation for data accuracy for the Integration, working jointly with Customer team to approve the Financial Integration data.

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8.3.2.4. Deploy

Functionality	Description
Deployment and Wrap Up	OpenGov will perform the Configuration to ● Schedule the current year data load ● Provide training to the administrators ● Monitor the data load
Sign Off	Customer will complete OpenGov-provided sign off document acknowledging ● Accuracy of the data for historical years and current year associated with the functionalities ● Accuracy Reports associated with the functionalities ● Training was provided on the Integration Functionalities

9. Acceptance

9.1. 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 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.

9.2. 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.

10. 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:

- *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.

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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.

11. Travel

All Travel and Lodging expenses will be approved in advance in writing by the Customer Project Manager prior to OpenGov incurring any such expenses and booking non-refundable travel expenses. Such expenses shall be in compliance with Customer's travel and expense guidelines provided to OpenGov.

Unless otherwise agreed to by the parties, such travel and expenses shall not exceed $10,000 for the work specified in this SOW. If additional travel is needed as per discussion with the Customer, it will be mutually agreed upon and be billed as incurred.

DocuSigned by:

Waranya Simback   11/9/2022
CDB229D77FA24E1...
OpenGov   Date

_____
Josh Chronley, Asst Director Finance-Procurement   Date
City of Corpus Christi

As Approved To Legal Form

_____
Asst. City Attorney   Date

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Attachment B: Software Services Agreement

OpenGov Terms and Conditions – Software Services Agreement
(Purchase through an OpenGov Authorized Reseller)

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**") and the customer listed on the signature block below ("**Customer**"), 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.

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://support.opengov.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 in number of years 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 the Reseller 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.

"Reseller" means the channel partner authorized to resell the Software Services.

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 entered into by OpenGov and Customer ("**Software Services**").

2.2   Support & Service Levels. Customer support is 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 found at https://opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3   Professional Services.

(a) If Reseller 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**"). Unless otherwise specified in the SOW, any pre-paid Professional

Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by Reseller 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. 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.

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

4.1 Software Services. 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, 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.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. 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, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. 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 that the Customer has previously released to the public, 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 Fees; Invoicing; Payment; Expenses.

(a) Fees. 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, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. The Fees payable for the Software Services during any Renewal Term shall increase by 5% each year of the Renewal Term.

(c) Invoicing and Payment. Reseller 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, Reseller 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.

(e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an "**On Hold Notice**") that (A) designates the Professional Services to be provided to the Customer as "**On Hold**", (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the "**On Hold Fee**").

II. <u>Effects of On Hold Notice</u>. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 <u>Taxes</u>. 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 Reseller 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 Reseller, 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**").

7.2 <u>Renewal</u>. This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), 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 Initial Term.

7.3 <u>Termination</u>. Neither party shall have the right to terminate this Agreement without a legally valid cause. 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>. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 <u>Survival</u>. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), 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; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of 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. 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 By Customer. 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 pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. 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.

9. LIMITATION OF LIABILITY

9.1 By Type. 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 CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (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 By Amount. IN NO EVENT SHALL EITHER PARTY'S AND RESELLER'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 RESELLER (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 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 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 No Limitation of Liability by Law. 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 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. 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-

OPENGOV SOFTWARE SERVICES AGREEMENT

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 and Reseller 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, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. 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>Attorneys' Fees</u>. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 <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.
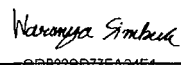
[SIGNATURE PAGE TO FOLLOW]

OPENGOV SOFTWARE SERVICES AGREEMENT

Signatures

Customer: City of Corpus Cristi, TX　　　　**OPENGOV, INC.**

Signature: _____　　　Signature: ┌─DocuSigned by:
　　　　　　　　　　　　　　　　　　　　　　　　　　　Waranya Simbeck
Name: _____　　　　　　　　　└─0DB229D77FA24E1...
　　　　　　　　　　　　　　　　　　　　　　Name: Waranya Simbeck
Title: _____　　　　　　Title: Head of Finance
Date: _____　　　　　　Date: 10/28/2022

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

Attachment C: Insurance Requirements

I.   <u>CONTRACTOR'S LIABILITY INSURANCE</u>

A.   Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.

B.   Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	**Bodily Injury and Property Damage** Per occurrence - aggregate
ERRORS & OMISSIONS	$1,000,000 Per Occurrence $1,000,000 Aggregate
CYBER LIABILITY	$1,000,000 Per Occurrence $1,000,000 Aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	$1,000,000 Per Occurrence $1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	$500,000 Combined Single Limit

WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employers Liability	$500,000/$500,000/$500,000

C.   In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II.   ADDITIONAL REQUIREMENTS

A.   Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance.   The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation.   An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.

B.   Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

C.   Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

> City of Corpus Christi
> Attn: Risk Manager
> P.O. Box 9277
> Corpus Christi, TX 78469-9277

D.   Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

E.   Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

F.   In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

G.   Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.

H.   It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.

I.   It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2022 Insurance Requirements Exhibit
IT Contracts – Professional Service Deployment Hours
10/19/2022 Risk Management – Legal Dept.