

TO: Mayor Blad
City Council

FROM: Bonny Schroeder, Controller

DATE: Meeting of November 13, 2025

RE: OpenGov Finance Software

To address Mayor and Council priorities for the accountable fiscal management of public funds and a transparent, efficient budget process, the Finance Department conducted a comprehensive review of finance management software tools. This included product evaluations, reference checks, and outreach to peer municipalities. Based on this due diligence, staff recommends adopting OpenGov as the City's viable software for a solution that enhances the management of city funds.

Why OpenGov

- Breadth of capability: Modules for budgeting, performance, audit reporting, grants management, procurement/contract management, payroll, and more.
- System integration: Connects to the City's existing accounting system to enable automated data flows and reduce manual work.
- Operational gains: Improves in-year forecasting, centralizes data, streamlines reporting, and supports regulatory compliance with audit-ready deliverables.
- Transparency: Facilitates clearer internal and public reporting on use of funds and outcomes.

Initial Scope

- Implement the Budgeting & Performance module and the Grants Management module.
- Additional modules can be phased in later to expand functionality and value.

Costs

- Adoption entails one-time implementation/start-up fees and an annual software subscription, as detailed in the attached presentation.

Action Requested

- At this work session, staff seeks Council feedback on the proposal to prepare for consideration at the November 20, 2025 Council meeting.

Contact

For questions or additional information, please contact Bonny Schroeder, Controller (Acting CFO), at 208-234-6219 or bschroeder@pocatello.gov

Empowering Decision Making with OpenGov

City of Pocatello Finance
Department

Theron Hill

Chantelle Macy

City of Pocatello Grants
Manager

Christine Howe



Agenda

1. Aligning with Priorities
2. Budgeting
3. Grants
4. OpenGov Overview
5. Implementation
6. Financials
7. Q&A

Aligning with Priorities

- 2025 Mayor and City Council Priority - A
 - Proper management of money/budget
- OpenGov or similar tools used by the state and multiple other Idaho cities
- Shows we value
 - Public accountability and participation
 - Data-driven budgeting
 - Efficiency
 - Increasing and maintaining trust

Budgeting

Enhanced Budgeting and Decision-Making

- 5-Year Departmental Trends
- Improved Forecast Accuracy
- Early Issue Detection
- Data Transparency

Budget Book

- Automated Data Integration
- Cohesive Format
- Enhanced Communication
- Efficiency & Accuracy

ACFR (Audit) Reporting

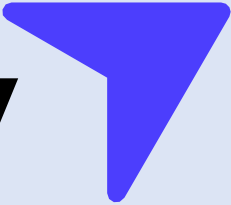
- Data Consistency: Budget and actuals draw from the same verified dataset.
- Audit-Ready Documentation: Every figure traceable to its source file.
- Enhanced MD&A Support: 5-year comparisons and variance insights support Management Discussion and Analysis narratives required by the ACFR.
- Faster ACFR completion.
- Fewer manual reconciliations and edits.

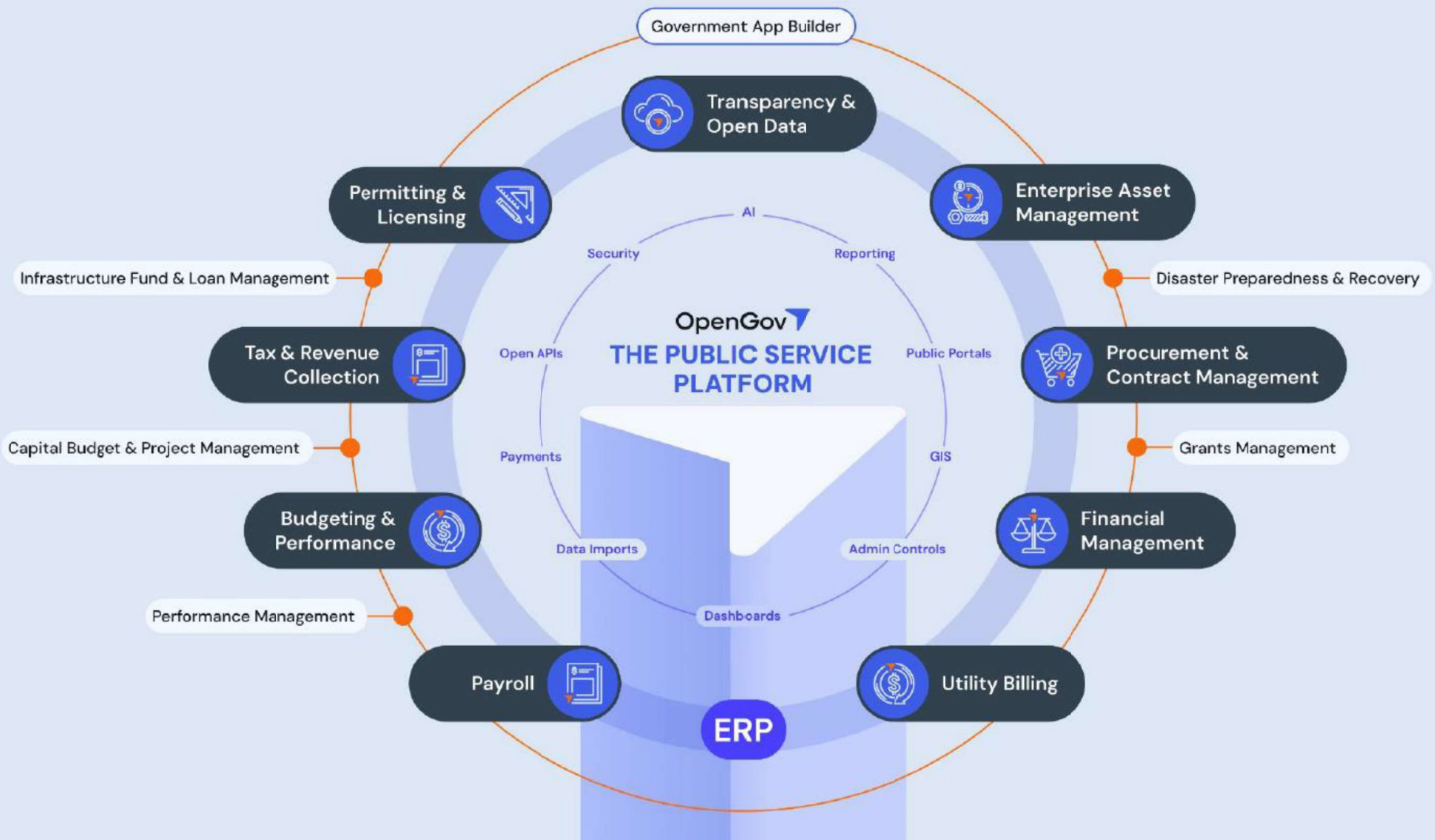
Grants

- The City manages federal, state, and local grants:
 - Appx \$35M annually
 - Distributed amongst 10 departments/divisions
 - State and Federal Agencies providing funding include:
 - Federal - BJA, BOR, DOJ, EPA, FAA, FEMA, FHWA, FTA, HUD, USDA, USFS
 - State - ITD, LHTAC, BTPO
- Grants are managed internally with individual files, excel workbooks, and tracking spreadsheets for each grant
- Staff relies on Account Codes and Project Codes to track expenditures
- Grants are reconciled after accounts are closed, often leading to lag time in reimbursements and reporting

Grants

- Centralizes Processes
 - From application to close-out, all documents can live in one place
 - Allows for consistency amongst departments and sets standard procedures
 - Internal Efficiencies through standards templates – no more individual excel sheets
 - Institutional knowledge preserved through the system
- Real time reporting and updates
 - Better project spend down or need for extensions, amendments, etc
 - Can track match and direct grant easier
- Reduces Risk and Liability
 - Human error mitigated
 - Can catch errors in real time
 - Ensures compliance and consistency to pass audits/monitoring

OpenGov 





Budgeting & Performance

End-to-end Collaborative Budgeting

PERFORMANCE MANAGEMENT

Set goals, create and track metrics, then connect spending to outcomes

OPERATING BUDGET

Collaborative tools to drive an automated and strategic process

CAPITAL PLANNING

Prioritize, plan, and promote your biggest investments

WORKFORCE PLANNING

Simplify planning for your most important asset – your people

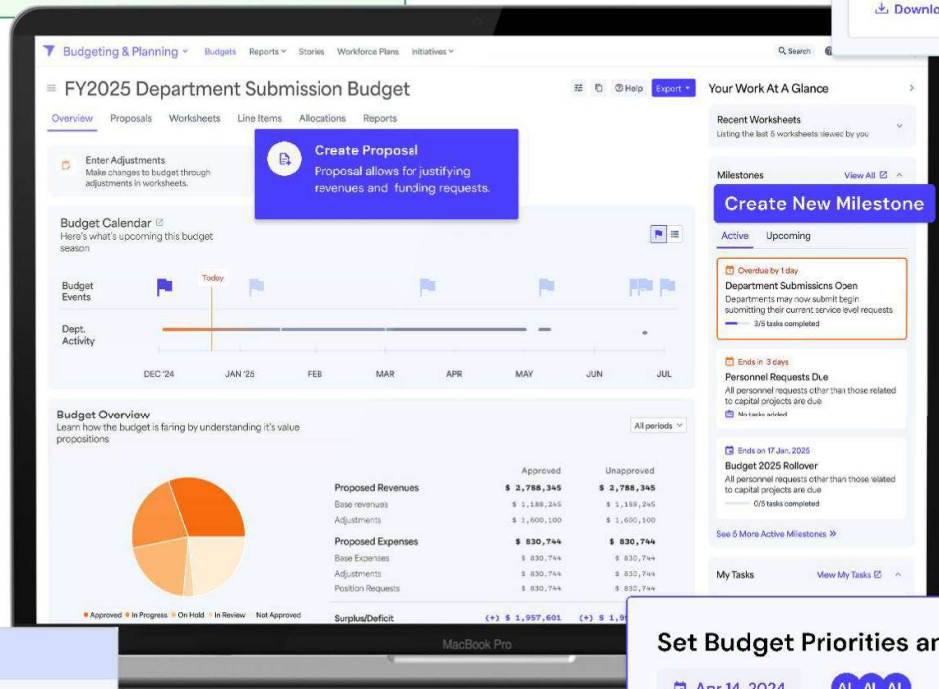
ONLINE BUDGET BOOK

Publish an interactive GFOA award-winning budget book directly from your budgeting system



Request auto-synced to budget

The request has been auto-synced to the budget provided.



OG-Assist Features

Enable AI for Budgeting & Performance

Enabled on: July 22, 2025 12:24 AM by Seth Cummins

[Download Usage...](#)

Enable AI for Financials

Disabled on: July 22, 2025 12:24 AM by Moti

[Download Usage...](#)

Ends on 24 Nov, 2024

Department Submissions Open

Departments may now submit begin submitting their current service level requests

3/5 tasks completed

Set Budget Priorities and Goals

Apr 14, 2024

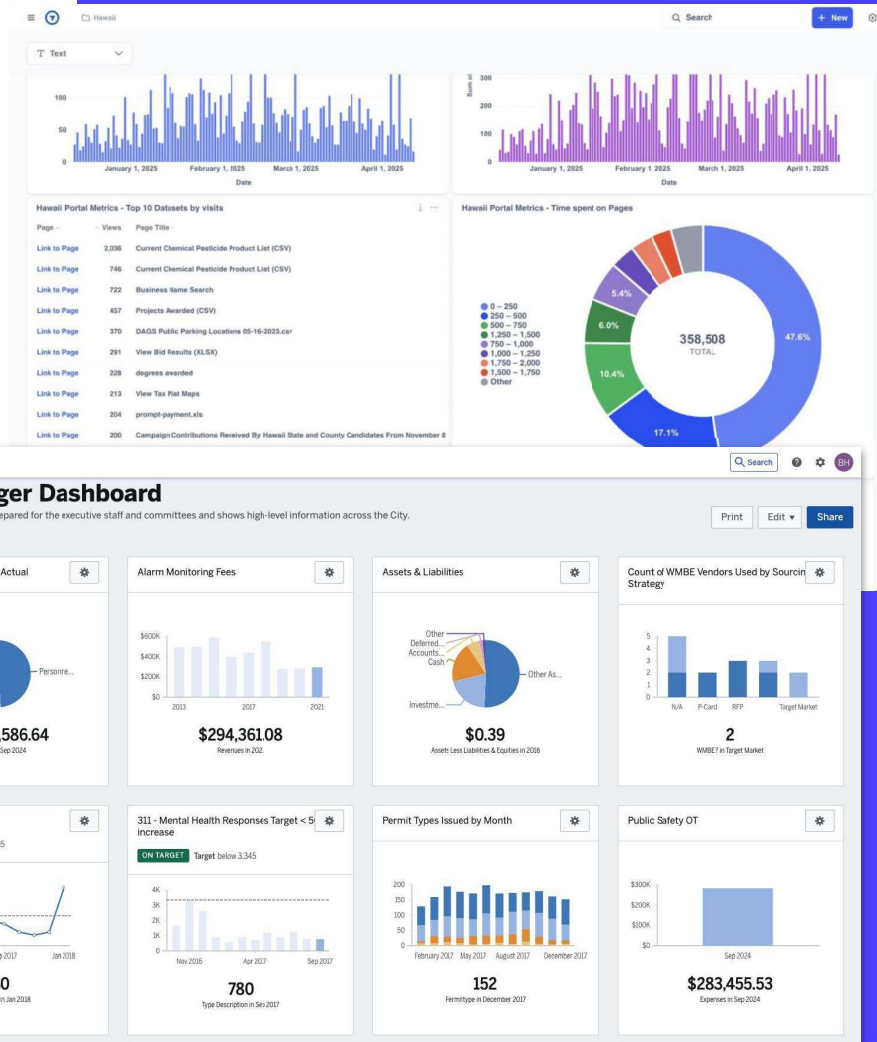
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100% (6 of 6 assignees responded)

REPORTING

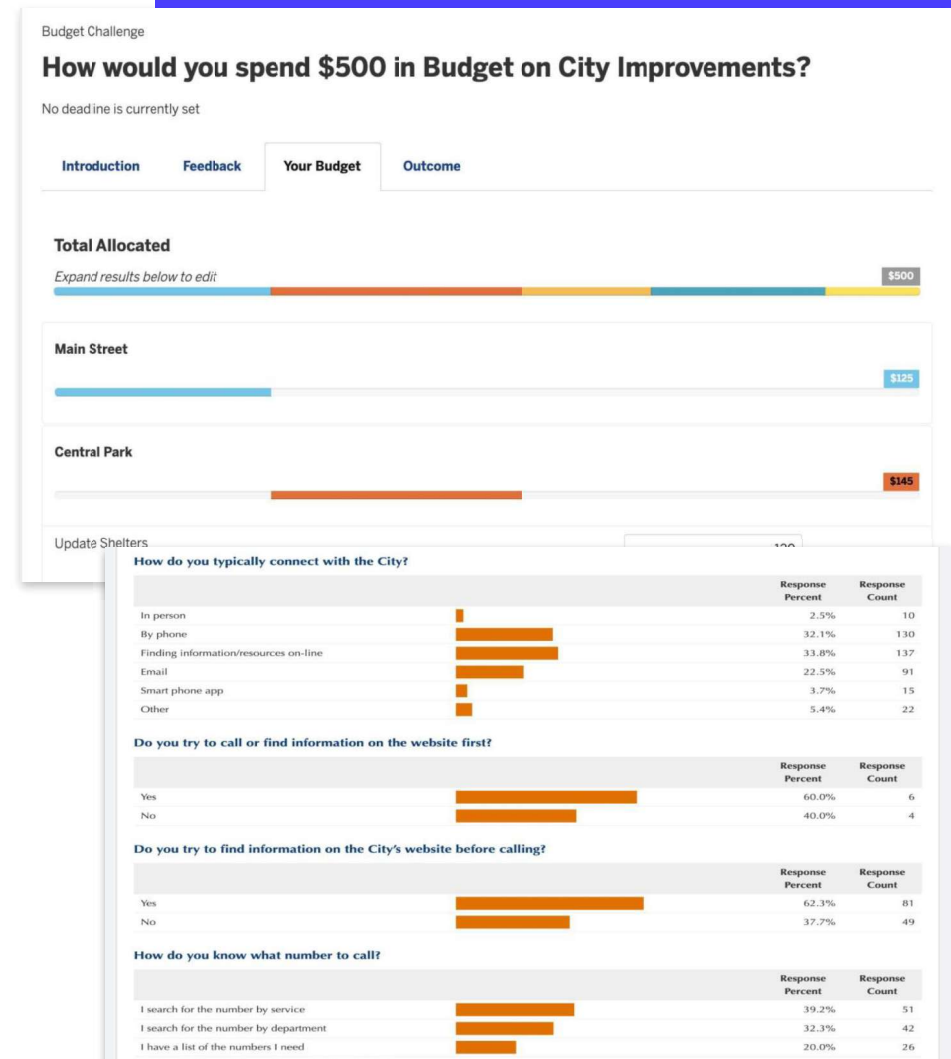
Financial & Performance

- **Understand** the whole picture
- **Align** staff, electeds, public
- **Monitor** performance
- **Communicate** initiatives
- **Improve** decision-making
- **Seamless integration** with Publications



Community Feedback

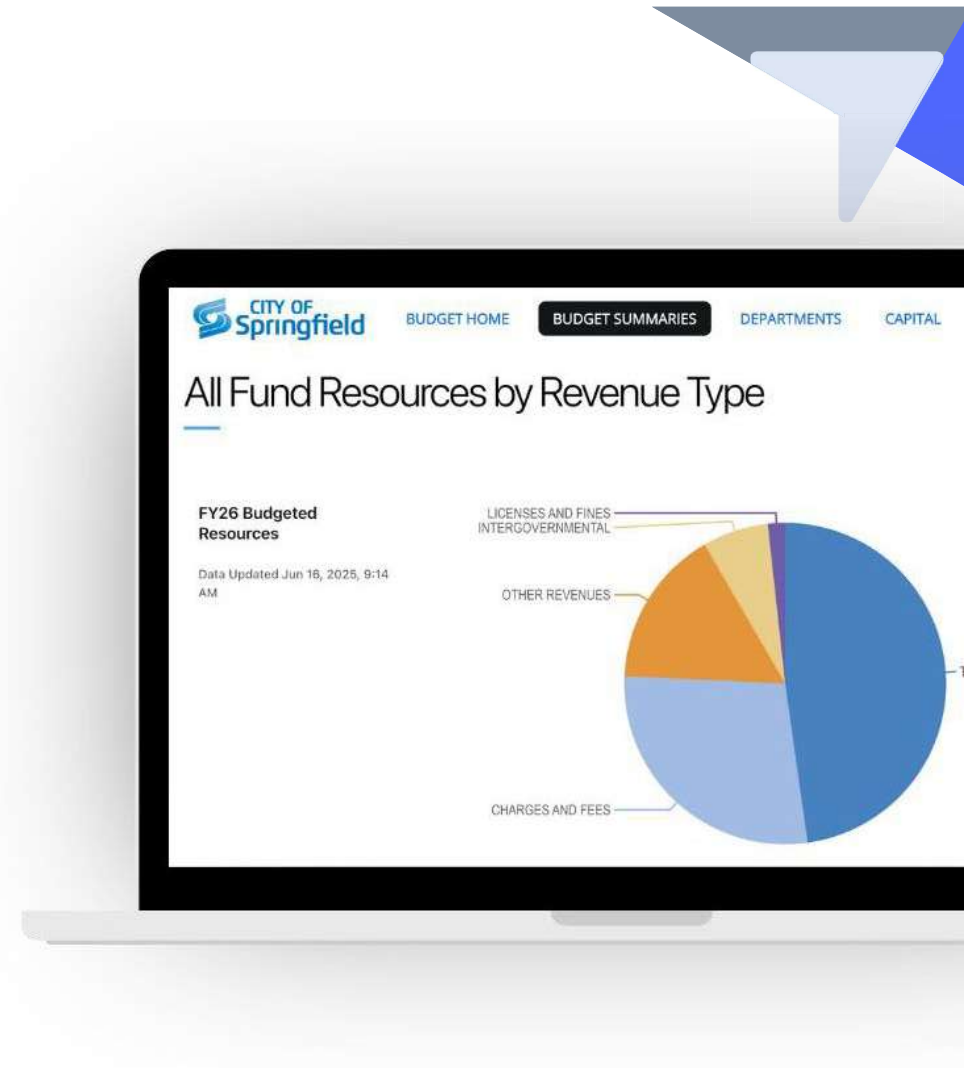
- **Increase** Civic Participation
- **Understand** All Sides of an Issue
- **Shape** your Strategic Plan
- **Collect** Feedback Online, in Meetings, and In-Person
- **Integrate with any Publication** for contextual feedback



DIGITAL PUBLICATIONS

Online Budget Book

- **Publish** a fully interactive GFOA award-winning budget
- **Compile** information using a single source
- **Pull** information easily from your dashboards and reports
- **Create** a user-friendly online budget book for all audiences





Grants Management

Take Control of Every Grant Dollar

FULL LIFECYCLE

End-to-end coverage from managing pre-award, post-award, and sub-award tasks and reporting

ERP-SYNCD COMPLIANCE

Manage reimbursements, SEFA/CFDA rollups and reporting automatically

CONFIGURABLE

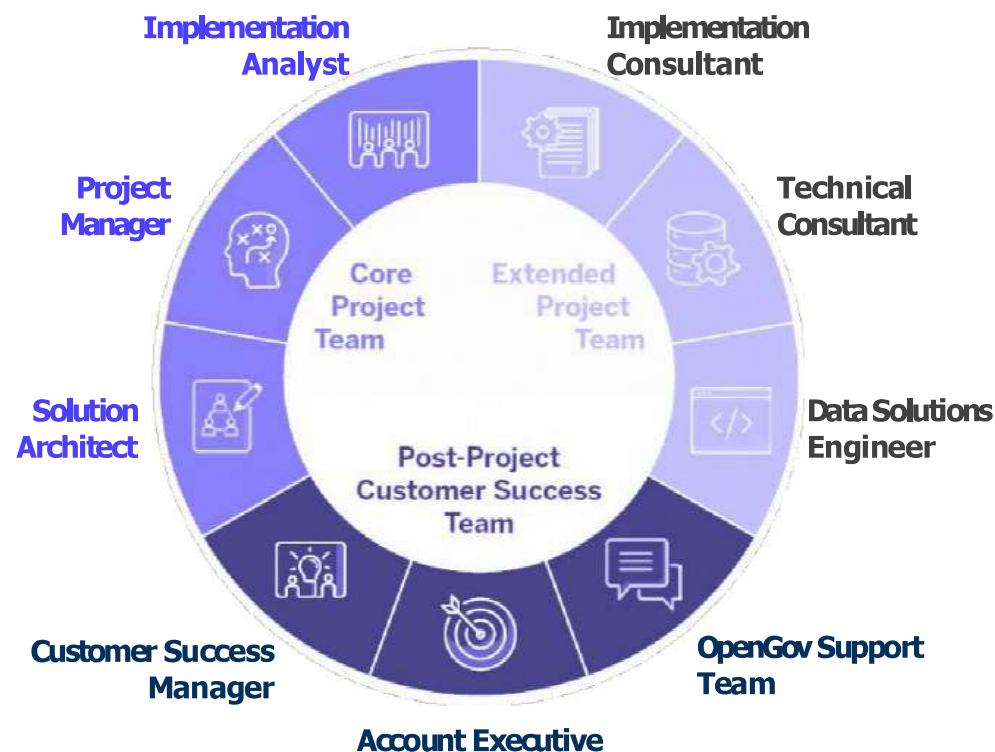
Low-code development that tailors the solution to you, without a lengthy deployment

PURPOSE-BUILT

Made for Governments, not just non-profits

Implementation

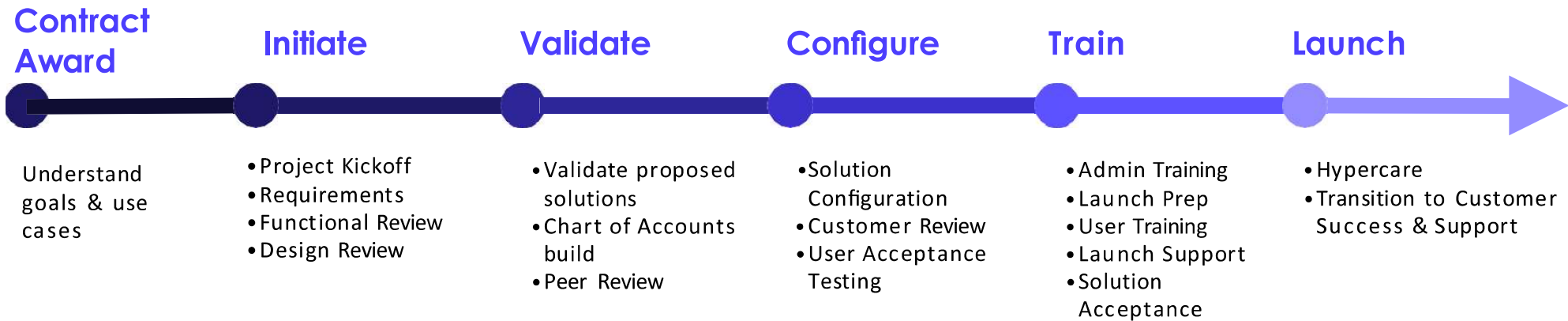
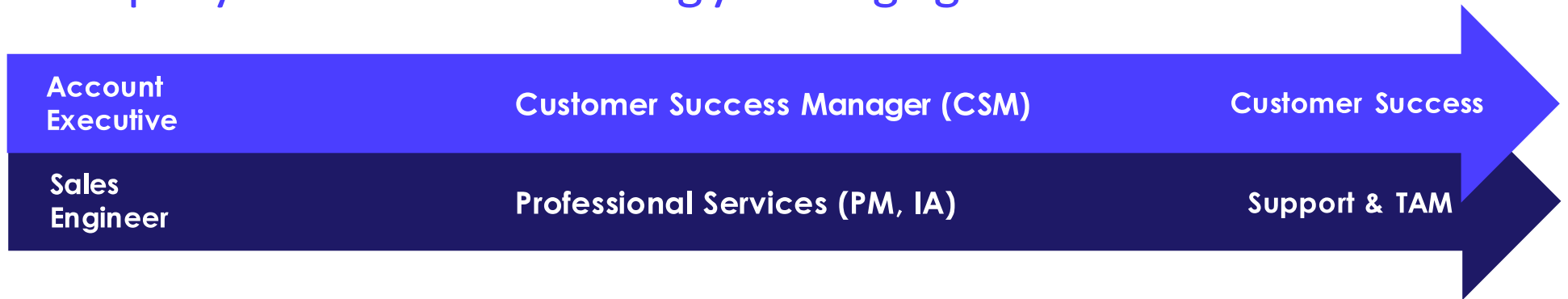
- Over 500+ Years of Government Experience
- 8 Stevie Awards for Customer Service Excellence
- Tried and True - Thousands of Successful Implementations
- Average time from contract start to project go-live (**3-4 months**)



OpenGov enables us to create a better, more collaborative budget, one that deploys resources more efficiently across departments; and demonstrates to the public, Council, and our bond ratings agency the impact of savings and investments for our city."

**Bob DaSilva, Mayor,
City of East Providence, RI**

Deployment Methodology & Engagement



Preliminary Investment Summary

Annual Software Subscription, Professional Services Implementation, Unlimited Users, Ongoing Maintenance, Support, Future Software Enhancements and Updates

OpenGov Preliminary Investment Summary				
Subscription Term	Months	Software	Professional Services	Term Total
November 1, 2025 - September 30, 2026	11	\$99,949.30	\$118,368.00	\$218,317.30
October 1, 2026 - September 30, 2027	12	\$114,487.38	\$0	
October 1, 2027 - September 30, 2028	12	\$120,211.75	\$0	
October 1, 2028 - September 30, 2029	12	\$126,222.33	\$0	

OpenGov Pricing Includes:

- OpenGov Budgeting and Performance
 - Operating Budget, Workforce Planning, Online Budget Book
 - Reporting & Transparency, Dashboard, Publications
 - Includes Financial Integration
- OpenGov Grants Management
- **35% Software Discount**

Questions?



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Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 10/31/2025, 11:23 AM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Pocatello, ID

Contract: Sourcwell: 060624-VTO

Quote #: Q-16055
Expires On: 11/30/2025

Ship To
City of Pocatello, ID

Quote For:
Name: Chantelle Macy
Company: City of Pocatello, ID
Email: chantelle.macy@pocatello.gov
Phone: 2082346504

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 11/1/2025
Overall POP End Date: 9/30/2029

Term 1

Term Dates: 11/01/2025 - 09/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B150200M-AR-3Y	Budgeting & Planning - Between \$150-200 Million - 3Y	1.00	\$63,740.04	\$63,740.04
OG-TWFP-B150200M-AR-3Y	Grants Management - Between \$150-200 Million - 3Y	1.00	\$36,209.25	\$36,209.25
OG-PSBG-B150200M-OT-0Y	Professional Services Deployment - Prepaid - Between \$150-200 Million - 0Y	548.00	\$216.00	\$118,368.00
Term 1 TOTAL:				\$218,317.29

Term 2

Term Dates: 10/01/2026 - 09/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B150200M-AR-3Y	Budgeting & Planning - Between \$150-200 Million - 3Y	1.00	\$73,011.33	\$73,011.33

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFP-B150200M-AR-3Y	Grants Management - Between \$150-200 Million - 3Y	1.00	\$41,476.05	\$41,476.05
Term 2 TOTAL:				\$114,487.38

Term 3

Term Dates: 10/01/2027 - 09/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B150200M-AR-3Y	Budgeting & Planning - Between \$150-200 Million - 3Y	1.00	\$76,661.89	\$76,661.89
OG-TWFP-B150200M-AR-3Y	Grants Management - Between \$150-200 Million - 3Y	1.00	\$43,549.85	\$43,549.85
Term 3 TOTAL:				\$120,211.74

Term 5

Term Dates: 10/01/2028 - 09/30/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B150200M-AR-3Y	Budgeting & Planning - Between \$150-200 Million - 3Y	1.00	\$80,495.00	\$80,495.00
OG-TWFP-B150200M-AR-3Y	Grants Management - Between \$150-200 Million - 3Y	1.00	\$45,727.35	\$45,727.35
Term 5 TOTAL:				\$126,222.35

Grand Total: \$579,238.76

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 OpenGov End User License Agreement set forth at <https://opengov.com/terms-of-service/end-user-license-agreement/>. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or 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.



Statement of Work

City of Pocatello, ID

Creation Date: 10/30/2025
SoW Expiration Date: 12/30/2025
Document Number: PS-10318.1
Created by: Jennifer Nordin

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to City of Pocatello, ID ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Budgeting & Performance

2.1.2. Government App Builder

2.2. Exhibit 2: Technical Requirements

2.2.1. Budgeting & Performance

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The estimated duration of this work is [6] months. This project assumes budget entry in the budgeting module will occur no sooner than 4 months from project kick off. The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on

hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

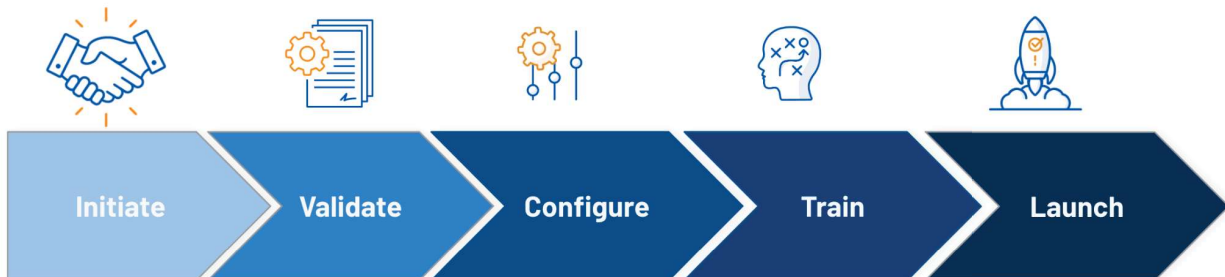
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov’s Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Budgeting & Performance

Use Cases Build for Budgeting & Performance:

- Operating Budget
- Workforce Planning
- Budget Book Publication
- Capital Budgeting
- B&P Integrations

Initiate

Provisioning Budget & Planning

OpenGov will:

- Provision Customer’s OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
 - o Review deliverables
 - o Review technical requirements
 - o Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Chart of Accounts (COA)

OpenGov will:

- Build Customer's COA in OpenGov in accordance with OpenGov technical requirements.
- Review configured COA and uploaded data and provide training to Customer on how to:
 - o Manage new codes
 - o Edit COA
 - o Create Masks

Customer will:

- Provide current COA and transactional data.
- Validate and provide sign off on COA.
- Maintain the COA following configuration.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been configured.

Operating Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure budget proposal based on a Segment of the Chart of Accounts.
- Train and assist on the modification of the configuration.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure OpenGov Budget Proposals and Worksheets for Departments in the base budget file based on the agreed upon structure.

- Review configured OpenGov Budget and provide training to Customer on how to:
 - Create new Proposals and Worksheets
 - Manage Budgets

Customer will:

- Provide a current budget.
- Validate Budget Proposals and Worksheets.
- Signoff on Budget Proposals and Worksheets.

Completion Criteria

- Customer sign-off that Operating Budget proposals and worksheets have been configured.

Capital Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure proposals and worksheets for Capital Projects in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
 - Create new Proposals and Worksheets
 - Manage Budgets

Customer will:

- Provide a current budget.
- Validate and provide signoff on Budget Proposals.

Completion Criteria

- Customer sign-off that Capital Budget proposals and worksheets have been configured.

Workforce

OpenGov will:

- Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.
- Review configured OpenGov Workforce Plan and provide training to Customer on how to:
 - Create Cost Elements
 - Populate and upload the Position Template

Customer will:

- Provide Position calculations and tables.
- Populate the Position Template and upload the completed template into OpenGov.
- Validate and provide signoff on the Workforce Plan calculations.
- Maintain the Workforce Plan and data once configured.

Completion Criteria

- Customer sign-off that the Workforce Plan has been configured.

Reporting

OpenGov will:

- Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s).
- Configure up three (3) standard reports using the customer's integrated financial data:
 - Annual

- o Budget to Actuals
 - o Transactions
- Configure up to four (4) Operating Budget Reports using OpenGov budget data:
 - o Milestones
 - o Development
 - o Fund Balance Projections
 - o Categories*
- Configure up to two (2) Capital Budget Reports using OpenGov budget data:
 - o Development
 - o Effect on Operating
- Review configured OpenGov Reports and provide training Customer on how to:
 - o Export Budget Data for use in OpenGov Reports.
 - o Create new Reports
 - o Manage Reports
 - o Share Reports

*Budget Categories report is only available to customers using a zero-based budget.

Customer will:

- Validate and provide sign-off of Reports.
- Maintain the Reports once configured.
- Map OpenGov Budget export to Customer ERP import format.

Completion Criteria

- Customer sign-off that Reports have been configured.

Budget Book Publication

Book Templates

OpenGov will:

- Deliver the following Online Budget Book deliverables for use with the completion of the first OpenGov Budget development.
 - o Based on best practices, build out the look and feel of six (6) Standard OBB Templates:
 - Home Page
 - Generic (multi-use)
 - Operating
 - Department
 - Capital
 - Capital Project
 - o Using the above standard templates, create Project and/or Department page shells.
 - o Create an Annual Budget Report and FTE Report using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells.
 - o Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration

Customer will:

- Provide logo and branding colors to OpenGov.

- Create any additional OBB Reports, Report Views, and OBB Stories required by the Customer
- Add all content to Stories including:
 - Narrative
 - OpenGov Report Views
 - Images
 - Data not in OpenGov
- Attend working sessions to get answers on OBB questions.
- Make Stories public and Publish OBB.

Completion Criteria

- Customer sign-off that the Budget Book Publication templates are configured.

Community Feedback Topic

OpenGov will:

- Configure one (1) standard budget topic in Community Feedback.
- Review configured OpenGov Topic and provide training to Customer on how to:
 - Create new topics
 - Manage topics
 - Set Topics to Public and Closed.

Customer will:

- Provide logo and branding guidelines.
- Validate and provide signoff on the standard budget topic.
- Update the standard budget topic with Customer relevant information.

Completion Criteria

- Customer sign-off that Community Feedback has been configured.

Financial Integration

OpenGov will:

- Set up a SFTP and Sample File Format.
- Integrate the following functionalities:
 - General Ledger Actuals and Budget (Revenue and Expenses)
- Extract, transform (when required) and load the data.
- Build Validation Reports for Budget and Actuals.
- Validate the historical data and current year data based on the Customer provided summary report.
- Schedule the current year data load.
- Monitor the data load.

OpenGov assumptions:

- Integration is unidirectional from the Customer's Superior NaviLine into OpenGov.
- The data will be linked to the Customer's COA.

Customer will:

- Provide an IT resource to assist the project team in the initial set-up.
- Provide assistance to understand source system specific customizations and configurations when building the data extract.
- If OpenGov is unable to access the data per requirements, provide .csv data files via OpenGov SFTP Location.

- Any charges for the data from the ERP system will be the customer's responsibility.
- Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor.
- Provide a summary export data to validate against.
- Validate and provide sign off on the integrated data and reports.
- Changes to the underlying data after project closure will be the responsibility of the customer to update.
- Maintenance of the integration file on an ongoing basis is the responsibility of the customer.

Completion Criteria

- Customer sign-off that the Integration has been configured.

Train

Budgeting & Planning Working Sessions

OpenGov will:

- Per the agreed upon Project Plan, schedule working sessions with Customer's system administrators to:
 - Review configurations;
 - Provide training on system functionality;
 - Gain feedback; and
 - Answer questions regarding configured system functionality.

Customer will:

- Per the agreed upon Project Plan, attend working sessions to:
 - Understand configurations;
 - Gain training on system functionality;
 - Give feedback; and
 - Ask questions regarding configured system functionality

Completion Criteria

- Budgeting & Planning Working Sessions have been conducted.

Budget and Workforce Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
 - Create and manage Budgets
 - Prepare to set up Next Year's Budget
 - Create and manage Workforce Plans including Cost Elements and Position Upload Templates
 - Export Budget Data for use in OpenGov Reports.
 - Create and update reports.

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Budget & Workforce Training has been conducted.

Publication Training

OpenGov will:

- Provide one (1) 60- Minute System Training designed for OBB Administrators on how to:
 - Use and copy OBB Templates
 - Add Reports Views to Stories
 - Add Customer content including: narrative, images, and external data to Stories
 - Publish Stories
 - Update and maintain Stories

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Publication Training has been conducted.

End-User Training

OpenGov will:

- Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to:
 - Navigate Opengov Budgets and Reports
 - How to enter Budget data
 - How to run and use reports

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of working sessions to answer any questions following solution acceptance.

Customer will:

- Identify issues and attend sessions.

Completion Criteria

- Customer sign-off that the project has been completed.

Government App Builder - Grants Management

Initiate

OpenGov will:

- Conduct a project kickoff meeting to align goals, roles, scope, and approach.
- Provision a Government App Builder environment; configure initial roles.

- Run discovery/working sessions to confirm requirements
- Create initial configuration project plan in a shared workspace.

Customer will:

- Identify stakeholders; ensure attendance at kickoff and working sessions.
- Confirm environment access and user roles.
- Provide relevant process documentation, forms, reporting examples, and compliance requirements.
- Grant OpenGov access to Naviline system and internal resources.
- Review and approve initial configuration backlog and project schedule.

Assumptions

- Branding and content style guides provided by Customer (if applicable).

Completion Criteria

- Kickoff completed with documented actions.
- Access confirmed for core users.
- Initial backlog and plan approved.
- Shared workspace established.

Validate

OpenGov will:

- Provide Customer with the Grants Set Up Workbook.
- Facilitate validation workshop to confirm requirements and dependencies.
- Present refined project plan, timeline, and resource plan for sign-off.
- Validate user access, permissions, and environment readiness.
- Update artifacts based on feedback prior to configuration.

Customer will:

- Attend validation with decision-makers and SMEs.
- Review and sign off on project plan.

- Resolve internal dependencies that could block configuration.

Assumptions

- Any additional requirements identified will be assessed for scope and schedule impact.
- Integration with OpenGov Budgeting & Performance includes grant-related budget segment alignment, not real-time bi-directional syncing.
- Integration with Naviline will be unidirectional (Naviline → GAB) in service of pulling in and relating actual spends vs. budgeted.

Completion Criteria

- Customer sign-off on plan and backlog.
- Integration logic with Budgeting & Performance and Naviline is documented.
- Access validated.
- No outstanding blockers to start Configure.
- Readiness checkpoint logged in project documentation.

Configure

Module and Submodule Configuration

OpenGov will:

- Configure data tables, fields, validations, conditional logic, and layouts for Pre-award, Award, and Post-award modules including the following sub modules:
 - Pre-award:
 - Federal Grant Search tool
 - Award:
 - Budgets
 - Compliance
 - Documents
 - Metrics
 - Applications
 - Expenses
 - Capital Projects
 - Reimbursements
 - Post-award

- Canned compliance reports (FFRs, CFR 200)
- Conduct review sessions and iterate to finalize.

Customer will:

- Provide field-level requirements, examples of existing forms, and regulatory data elements.
- Participate in reviews; provide consolidated feedback.
- Validate permissions, logic, and layouts for internal and public users.
- Approve final form configurations.

Assumptions

- Designs leverage standard form capabilities and controls.
- OpenGov will provide good faith efforts to accommodate Accessibility, Translation, and ADA considerations identified by Customer in advance. However, we do not commit to formal adherence to WCAG AAA 2.1 guidelines.
- Public portal content and branding assets provided by Customer.

Completion Criteria

- Forms/tables configured and tested.
- Visibility/permissions validated.
- Required data capture confirmed.
- Customer approval received.

Reports and Dashboard Configuration

OpenGov Responsibilities

- Configure up to twenty (20) reports, filters, and visualizations; enable exports suitable for audit/board/grantor submissions.
- Provide enablement on managing report parameters.

Customer will:

- Define KPIs, compliance metrics, and reporting needs (e.g., HUD/FEMA/ARPA).
- Review layouts and logic; test exports; designate owners for ongoing reporting.

Assumptions

- Reports rely on data available in configured tables or approved workbook imports.

Completion Criteria

- Reports and dashboards live with accurate data.
- Permissions verified; export formats tested.
- Customer approval received.

Workflow & Process Automation

OpenGov will:

- Implement role-based visibility and permissions for:
 - Internal roles
- Configure routing, task queues, deadline reminders, conditional approvals, and status transitions for one (1) workflow with up to six (6) approval steps for each of the following modules:
 - Pre-Award
 - Award
- Document workflows and test with Customer.

Customer will:

- Provide current process maps, approvers, timelines, and escalation criteria.
- Participate in testing and refinement; approve final logic.

Assumptions

- Automation will use standard workflow options.
- SLA timers and escalations are based on Customer-provided policies.

Completion Criteria

- Workflows live with notifications functioning.
- All stages mapped with associated logic.
- Approval received from Customer.

Integrations

OpenGov will:

- Provide a unidirectional integration with OpenGov Budgeting & Performance:
 - Link award data to budget segments within OpenGov Budgeting & Performance
 - Enable visualization of grant-funded vs. general fund spending.
- Provide a unidirectional Integration with Naviline (Naviline → GAB) in service of pulling in and relating actual spends vs. budgeted.

Customer will:

- Participate in mapping, testing, and approval of flows.

Assumptions

- Integration non-functional requirements (schedules, volume, retention) will be documented during Validate.

Completion Criteria

- Integration(s) tested end-to-end in production or production-equivalent.
- Data maps and runbooks documented

Train

Administrative User Training

OpenGov will:

- Deliver live virtual training; provide documentation and recordings.
- Cover core admin tasks (form edits, report creation, workflow adjustments, permission controls).
- Assign practice scenarios.

Customer will:

- Identify admin users; attend training; complete practice exercises; confirm understanding of admin responsibilities.

Assumptions

- Training delivered remotely unless otherwise specified.
- Attendees are available at scheduled times.

Completion Criteria

- Admin training completed; access confirmed for relevant users.
- Practice scenarios validated.
- Customer confirms readiness to manage configuration post-launch.

Public/User-facing Collateral

OpenGov will:

- Draft how-to guides with screenshots and FAQs; deliver PDF and web-optimized formats.
- Review drafts with Customer for accuracy; finalize collateral.

Customer will:

- Review and provide feedback; approve final content; handle distribution and any localization.

Assumptions

- Content reflects current forms and processes at go-live.
- Accessibility/translation needs identified by Customer.

Completion Criteria

- Guides finalized and approved; published via Customer channels.

Launch

OpenGov will:

- Monitor adoption; resolve configuration questions and issues.
- Conduct final stakeholder review; transition to Customer Success.

Customer will:

- Monitor usage; report issues; attend final review; sign solution acceptance.

Completion Criteria

- Stakeholder review completed; solution acceptance signed.

Exhibit 2: Technical Requirements

Budgeting & Performance Technical Requirements

Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

Financial Data Files (Transactional Export)

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

Financial Data Files (Summary Revenue and Expense Export)

- PDF export

Current Budget

- Flat file
- .csv, .xls, .xlsx with headers
- Operating Budget

Personnel Calculations and Tables

- PDF, Word, csv, .xls, .xlsx with headers

Logo Image

- .jpg or .png format
- Transparent

Branding Guidelines

- Hex codes

Government App Builder Technical Requirements

Flat File Integrations

- Customer must Provide OpenGov with the export file (a delimited file) from the external system. Automate the export and/or import of data into and out of the external system.

API Integrations

- Customer is responsible for: Fees associated with purchasing the external system, Providing OpenGov with access to the API and/or access to technical staff from that vendor. Access to a test instance of the third party API including a URL, authentication credentials, and relevant documentation. Changes to scope resulting from a change in the third-party

vendor's API. Testing expected workflows and data in both test and production environments

- To display a location on a map, the third party system must be able to provide location data via their API, as shapes or coordinates. Text addresses are limited to populating address fields.

OpenGov End User License Agreement

The parties to this End User License Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). Customer is purchasing OpenGov products and services through an authorized reseller ("Reseller"). This Agreement, which becomes effective when fully executed (the "Effective Date"), sets forth the terms under which OpenGov will provide its products and services to Customer through the Reseller.

1. Definitions

- 1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record) including any data transmitted through the Software Services.
- 1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.
- 1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. "Order Form" means the document(s) used between the Reseller and the Customer to purchase the Software Services and Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.
- 1.5. "Party" (or "Parties") refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.
- 1.6. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at <https://opengov.my.site.com/support/s/agreement-product-documentation>, which is incorporated into this Agreement by reference.
- 1.7. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.
- 1.8. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.
- 1.9. "Statement of Work" or "SOW" means the document(s) separately executed by the Parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such

SOW(s) are incorporated into this Agreement by reference.

- 1.10. "Subscription Term" means the time period from the start date of the Software Services specified on the first Order Form to the last end date of the Software Services specified on any Order Form.

2. Software Services, Support, and Professional Services

2.1. Software Services.

- 2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.
- 2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at <https://opengov.com/service-sla>, which is incorporated into this Agreement by reference.

2.2. Professional Services.

- 2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

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. In addition, Customer shall not, and shall not knowingly or negligently, 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, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access or otherwise use the Software Services. Customer shall also 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, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services not provided by OpenGov.

- 3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the Parties agree to comply with the terms of the Data Processing Addendum, located at <https://opengov.com/data-processing-addendum>, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.
- 4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Subscription Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.
- 4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat, and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.
- 4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.
- 4.5. Access to Customer Data. Customer may download Customer Data from the Software

Services at any time during the Subscription Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry at OpenGov's then-current hourly rate.

- 4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.
- 4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation, and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation, and Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

- 5.1. "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. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.
- 5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving Party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving Party without restriction on disclosure before receipt from the disclosing Party; (e) is disclosed to the receiving Party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving Party without access to the disclosing Party's Confidential Information.
- 5.3. Each Party agrees to use the other's Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other Party in writing prior to

the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Subscription Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.
- 6.2. Renewal. This Agreement will renew if Customer enters another Order Form for the Software Services and/or additional Professional Services before the end of the Subscription Term.
- 6.3. Termination for Cause. If either Party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching Party, the non-breaching Party may terminate this Agreement.
- 6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each Party shall, upon request of the other Party, return or delete any of the other Party's Confidential Information.

7. Payment of Fees

Fees for the Software Services and Professional Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services or Professional Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Order Form.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
 - 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
 - 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the

deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.

- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and Reseller will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate 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 A 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 AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO RESELLER FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM 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 arising out of fraud or willful misconduct by either Party; (b) either Party's infringement of the other Party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.
- 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.

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 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. For notices required by the Agreement the Parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. 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. Force Majeure. Neither Party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the Party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.
- 10.6. Severability; Waiver. 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.

- 10.7. Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither Party may assign, or otherwise transfer this Agreement without the other Party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to 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 will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither Party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The Parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each Party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

Customer: _____

OpenGov, Inc.

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____