



OpenGov Inc. 955 Charter Street
Redwood City, CA 94063
United States

Order Form Number: OG-00004810
Created On: 09/02/2020
Order Form Expiration: 09/04/2020
Subscription Start Date: 09/07/2020
Subscription End Date: 09/06/2021

Sales Representative: Greg Balter
Email: gbalter@opengov.com
Contract Terms (Years) : 1.00

Customer Information

Customer: City of Fresno, CA
Bill To/Ship To: 2600 Fresno St.
Fresno, California 93721
United States

Primary Contact: Jennifer Ruiz
Email: jennifer.ruiz@fresno.gov
Phone:

Billing Contact: Jennifer Ruiz
Email: jennifer.ruiz@fresno.gov
Phone:

Order Details

Billing Frequency: Annual
Payment Terms: Net 30

Description:

SOFTWARE SERVICES

Product	Description	Start Date	End Date	Annual Contract Value
OpenGov Software	Permitting, Licensing and Code Enforcement — 1 Service Area	09/07/2020	09/06/2021	\$27,500.00

PROFESSIONAL SERVICES

Product	Description	Total
OpenGov Deployment	Professional Services Deployment - Prepaid	\$16,650.00

BILLING TABLE

Billing Date	Amount Due
September 7, 2020	\$44,150.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement.

City of Fresno, CA

Signature:

DocuSigned by:

Wilma Quan

57526D16A81544C...

Name: wilma Quan

Title: City Manager

Date: 9/14/2020

OpenGov, Inc.

Signature:

DocuSigned by:

David Reeves

CEE8AACB5F00478...

Name: David Reeves

Title: President

Date: 9/11/2020

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 (“**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://opengov.zendesk.com>.

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

“Initial Term” means the initial license term specified 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 OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

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

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support. 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.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). For Professional Services performed on a time and materials basis, 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 OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual’s location to Customer’s location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

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

3.2 Responsibilities. 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 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

OPENGOV SOFTWARE SERVICES AGREEMENT

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**".

(b) Inflation Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

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

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

6.2 Credit Card Customers. If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at billing@opengov.com. Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

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

7. TERM & TERMINATION

7.1 Term. 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 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**").

7.3 Termination. 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.

OPENGOV SOFTWARE SERVICES AGREEMENT

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (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) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of 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 Survival. 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: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) 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

OPENGOV SOFTWARE SERVICES AGREEMENT

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 AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THREE TIMES THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 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.

9.5 Indemnification. To the furthest extent allowed by law, OpenGov shall indemnify, hold harmless and defend Customer and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the gross negligence, recklessness or willful misconduct of OpenGov, its principals, officers, employees, agents, or volunteers in the performance of this Agreement or from personal injury, death and property damage caused by OpenGov.

If OpenGov should subcontract all or any portion of the Professional Services to be performed under this Agreement, OpenGov shall require each subcontractor to indemnify, hold harmless and defend Customer and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

9.6 Insurance.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage equivalent, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage equivalent, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. If automobiles are owned by OpenGov (which as of the Effective Date, no automobiles are owned by OpenGov), the Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles. If personal automobile coverage is used, the Customer, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Technology Liability (Errors and Omissions) insurance appropriate to OpenGov's profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by OpenGov in this Agreement and shall include claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion

OPENGOV SOFTWARE SERVICES AGREEMENT

and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

MINIMUM LIMITS OF INSURANCE

OpenGov, or any party OpenGov subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to Customer, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.
3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.
4. EMPLOYER'S LIABILITY:
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. TECHNOLOGY LIABILITY insurance with limits of not less than:
 - (i) \$3,000,000 per claim/occurrence; and,
 - (ii) \$3,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event OpenGov purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the Customer, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

OpenGov shall be responsible for payment of any deductibles contained in any insurance policy (ies) required herein and OpenGov shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the Customer's Risk Manager or designee.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Customer, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. OpenGov shall establish additional insured status for the City and for all ongoing and completed operations under a blanket Additional insured coverage.

OPENGOV SOFTWARE SERVICES AGREEMENT

2. The coverage shall contain no special limitations on the scope of protection afforded to Customer, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. For any claims relating to this Agreement, OpenGov's Insurance Coverage Shall Be Primary Insurance With Respect To The Customer, Its Officers, Officials, employees, agents, and volunteers (not applicable to professional liability policies). Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents and volunteers shall be excess of OpenGov's insurance and shall not contribute with it. OpenGov shall establish primary and non-contributory status by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: OpenGov and its insurer shall provide a blanket waiver of any right of subrogation against Customer, its officers, officials, employees, agents, and volunteers.

If the Technology Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by OpenGov.

2. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by OpenGov, OpenGov must purchase "extended reporting" coverage for a minimum of three (3) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

3. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance (except for professional liability policies) required herein shall provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days' written notice has been given to Customer. OpenGov is also responsible for providing written notice to the Customer under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, OpenGov shall furnish Customer with a new certificate and applicable endorsements for such policy (ies). In the event any policy is due to expire during the work to be performed for Customer, OpenGov shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy prior to the expiration date of the expiring policy.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by OpenGov shall not be deemed to release or diminish the liability of OpenGov, including, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by OpenGov. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of OpenGov, its principals, officers, agents, employees, persons under the supervision of OpenGov, vendors, suppliers, invitees, consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

OpenGov shall furnish Customer with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the Customer's Risk Manager or designee prior to Customer's execution of the Agreement and before work commences. All certificates and blanket non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker.

OPENGOV SOFTWARE SERVICES AGREEMENT

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 required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, 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 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 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 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. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. 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 Independent Contractors. 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 Attorneys' Fees. 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 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Fresno County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

OPENGOV SOFTWARE SERVICES AGREEMENT

10.11 Complete Agreement. 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.

Signatures

CITY OF FRESNO,
A California municipal corporation

DocuSigned by:
By: Wilma Quan
Wilma Quan,
City Manager

OpenGov, Inc.,

DocuSigned by:
By: David Reeves
CEE8AACB5F00478...
Name: David Reeves

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

DocuSigned by:
By: Brandon M. Collet 9/11/2020
Brandon M. Collet Date
Senior Deputy City Attorney

Title: President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

DocuSigned by:
By: Paul H. Denton
A7E3687D6FFE426...
Name: Paul Denton

ATTEST:
YVONNE SPENCE, MMC
City Clerk

DocuSigned by:
By: Bernard Caney 9/15/2020
F9ABC6856CCF424... Date
Deputy

Title: CFO
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)



Statement of Work

City of Fresno, CA

Permitting, Licensing & Code Enforcement
Suite Implementation; Cannabis Business
License Application Process

Created By Aam J. Weems

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1. Objective

1.1. Summary

OpenGov Inc. (“OpenGov”) will perform for City of Fresno, CA (“Customer”) pursuant to the order for Professional Services agreed to by the parties (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project.

1.2. Solution Overview

This SOW defines the scope and deliverables for a successful implementation of the Permitting, Licensing & Code Enforcement (“PLC”) suite of the OpenGov ERP Cloud. PLC is a suite within the OpenGov ERP Cloud for public-facing transactions and internal processing. The platform comprises four modules necessary to optimize the four key components of permitting, licensing, and code enforcement:

Customer Service

Offer a best-in-class business portal for community-wide citizen service. Let citizens determine the requirements they may need for their project, and let them apply, pay, track, and print permits online.

Processing

Standardize and automate permitting, licensing, and code enforcement workflows with advanced conditional logic. Enable a single source of truth for permitting and addressing data using a powerful reporting engine, and enable real-time collaboration and electronic review processes.

Inspections

Automate inspection scheduling using fine-tuned daily inspection availability settings, and monitor required inspections on the map. Conduct inspections electronically using a mobile device in the field, capturing comments, pictures, and violations. Minimize inspector travel time with automatic daily route optimization.

Renewals

Monitor renewal compliance during specified renewal periods, renew records in-office, export mailing lists, and leverage automatic just-in-time email notifications with delivery receipts. See the entire history of a renewed record over multiple years.



The four modules constitute a comprehensive, integrated system to manage permits, licenses, and cases in any department.

2. Scope

2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope. Customer and OpenGov will jointly agree to additional limitations and exclusions during initial project management call(s).

OpenGov will provide Professional Services to implement PLC for the specific use in Customer's Cannabis Business License Application Process.

OpenGov will be building out 3 Record Types: Fresno Background Application, Fresno Cannabis Business Application*, and Cannabis Appeal Application**. The Background Application and Business Application will be built, approved and activated by 9/15/20.

* Cannabis Business Application will combine both the standard business application and the social equity business application.

** Cannabis Appeal Application will be built, approved and activated after the 9/15/20 deadline for the business applications to be activated.

2.2. Deliverables

Deployment Services	Deliverables Description
OpenGov Platform (post 9/15 go live)	<ul style="list-style-type: none"> ● Configure 1 OpenGov standard story ● 3 Standard PLC reports (Daily/Weekly Cashout, Monthly Totals, and Annual Summary)
Documentation Receipt	Customer to provide OpenGov with: <ul style="list-style-type: none"> ● Existing application forms ● Current workflows ● Gathering all existing supporting documentation
Process Mapping	<ul style="list-style-type: none"> ● OpenGov will analyze and map all Customer processes according to OpenGov modules and data models.
PLC System Configuration with Configuration Support Sessions	OpenGov will work with Customer to configure up to 3 record types (2 standard and 1 combination) in the PLC system for Customer's Cannabis Business License Application Process. <ul style="list-style-type: none"> ● OpenGov and Customer's sessions will cover the configuration and testing of: <ul style="list-style-type: none"> ○ Forms ○ Workflows



	<ul style="list-style-type: none"> ○ Fee structures ○ Attachment requirements ○ Permit/license/letter templates ○ User access ○ Renewal processes ○ Inspection checklists ○ Public portal <p>OpenGov will also provide 1, 90-minute configuration training sessions to enable Customer to own maintenance of the record types in Customer's Cannabis Business License Application Process.</p> <p>Once configuration training sessions have been completed, Customer will be responsible for maintenance and configuration of all record types.</p>
<p>PLC Administrator Training</p>	<p>During the PLC System Configuration, OpenGov will also provide Administrator Training, which will include:</p> <ul style="list-style-type: none"> ● How to create and customize the public portal in PLC ● How to create and customize PLC record types (forms, document templates, fee schedules, workflows) ● How to set up inspections in PLC ● How to create datasets in PLC ● The basic functions of any integrations or other customizations included in the SOW
<p>End User Education Course</p>	<ul style="list-style-type: none"> ● Up to 1 possible end-user training sessions of up to 15 participants per session. ● OpenGov will develop a user training plan in conjunction with Customer administrator. ● OpenGov will deliver formal and informal training via in-person and digital channels to familiarize administrators and users with system functions that apply to their responsibilities. ● Trainings conducted in single 2-hour end-user training sessions.. ● Recordings provided to Customer post training.
<p>Accounting & Finance Export</p>	<p>For a financial export, the Customer will provide OpenGov the required format and a sample document.</p> <p>OpenGov will export the data based on the required format and put the files onto the Customers FTP as often as nightly</p>



3. 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 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 Customer.

4. Project Organization

4.1. Project Team

OpenGov

OpenGov will assign a Project Manager (the “OpenGov Project Manager”), an Implementation Analyst (“OpenGov Implementation Analyst”) and an Integration Engineer (“OpenGov Integration Engineer”) upon execution of the SOW.

The OpenGov Project Manager shall fulfill schedule and manage all responsibilities outlined in the scope of work, and will serve as the point person for all project issues. . The OpenGov Implementation Analyst will conduct all configuration and training activities for the project, and will work with the OpenGov Project Manager to complete the implementation of the PLC suite, The OpenGov Integration Engineer will oversee and execute the migration of data to the PLC suite.

Customer

Customer will assign a project manager (the “Customer Project Manager”) and technical resource prior to project kick-off.

The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. This includes working with the OpenGov Project Manager to schedule resources for configuration, training and testing activities, verifying completion of Customer Implementation responsibilities, providing milestone sign-offs as required, and mitigating any issues or risks that arise through the course of the implementation.

4.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

OpenGov

1. Provide relevant technical details and documentation for data requirements for Customer’s environment.
2. Complete deliverables as outlined by discovery, documentation and specifications.



3. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
4. Establish documentation and procedural standards for the project.
5. Review and administer project change control, as described in Section 5, Change Control Procedures.
6. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.
7. Manage delivery of in-scope items in coordination with Customer.
8. Make available deliverables to Customer project team for review and verification.

Customer

1. Designate a Customer Project Manager to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
3. Make available the appropriate files and specifications necessary to complete configurations.
4. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations, validate system configurations and data migrations and provide Customer environment specific technical details.
5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. If Integration services are purchased, Customer will be responsible for making any configuration changes or modifications to System to support integration and make available access for integration to software. The Customer will be responsible for ensuring that the versions of System running on all environments remain the same across all environments.
8. Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project i.e. system licenses.
9. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

5. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order. The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

6. Fees and Expenses



6.1. Fees and Payment Terms

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon by Customer and OpenGov.

6.2. Travel Expenses

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

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.

Travel to onsite engagements will be undertaken only with Customer approval. Travel expenses will be billed as incurred. If Customer has specific requirements on vendor travel, those requirements will have been supplied prior to contract signature for consideration by OpenGov.