

AMENDMENT 1

This Amendment ("Amendment ") dated 11/30/2020 ("Amendment Effective Date") to the contract between the Parties dated October 1, 2019 ("Contract") is made between OpenGov, Inc., ("OpenGov"), successor in interest to STW, Inc., ("STW") and the County of Wise, TX ("Customer").

Whereas, after the Contract effective date, OpenGov acquired STW.

Whereas, the Parties have renewed the Contract for an additional year.

Now Therefore, in consideration of the foregoing premises, and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Definitions. The definitions of certain terms used in this Amendment with initial capitalized letters, if not defined herein, shall have the definitions set forth in the Contract.

2. Section 2. Primary Contacts and Representatives. Delete the OpenGov address and replace it with "955 Charter Street, Redwood City, CA 94063."

3. Section 5. Licensed Software Updates, Customer Support. Delete this section in its entirety and replace it with the following language.

"5) LICENSED SOFTWARE UPDATES, CUSTOMER SUPPORT.

- a. OpenGov agrees to provide Customer, at no additional charge, with the Updates that OpenGov may make generally available during the Contract period. This Paragraph will not be interpreted to require OpenGov to either:
 - i. develop and/or release Updates; or
 - ii. customize Updates to satisfy Customer's particular requirements.
- b. Updates will not include any new Products that OpenGov decides, in its discretion, to make generally available as a separately priced Update or option.
- c. The following services shall also be included as Support, and provided under this Section:
 - i. Temporary bug fixes to Licensed Products;
 - ii. Revisions to Licensed Documentation to reflect new software functions, features and operations;
 - iii. Invitations to and participation in user group meetings, if any.
 - iv. The ability to submit support requests for Licensed Products, Monday through Friday from 8:00 a.m. to 5:00 p.m., local time, excluding holidays;

A Support request is a single, reproducible problem, issue, symptom or question relating to the Licensed Software that requires assistance to resolve. OpenGov will work with the customer contact to resolve the Support Request

The web interface at <https://support.opengov.com/hc/en-us/requests/new> is the primary method of submitting support requests to the OpenGov Support team. Customers may submit any issue online, and monitor previously submitted issues. To log an issue, simply send an email to fin-support@opengov.com, or call the OpenGov support line at +1 (817) 612-5886.

- d. While the following items are not covered under this Contract, additional services are available as requested by Customer, using the hourly rates as provided in Appendix A of

this Contract, OpenGov will determine its ability to meet the request, and timeframe in which a request could be fulfilled. Such hourly rates are subject to change after one (1) year from the Effective Date. These additional services may include, but are not limited to, the following:

- i. Updating or upgrading existing Licensed Custom Software. Licensed Customer Software is set forth in Appendix C attached and incorporated herein.
 - ii. File conversion and assistance.
 - iii. Installation of Updates.
 - iv. Changes to print programs such as the printing of checks or utility bills.
 - v. Licensed Software modifications.
 - vi. Training for new OpenGov application software or reporting tools.
 - vii. Software implementation of newly purchased software and related consulting and training services.
 - viii. Responding to problems caused by bad data.
 - ix. Responding to problems caused by hardware.
 - x. Recovery services related to server crashes.
 - xi. Responding to problems caused by user error.
 - xii. Responding to problems caused to OpenGov software by software that is not OpenGov application software or OpenGov reporting tools.
 - xiii. Time required for OpenGov to create reports for a Customer user, using reporting tools.
 - xiv. Responding to problems resulting from misuse, accidents, Customer neglect, fire, or any other cause not within OpenGov's reasonable control
 - xv. Changes made to OpenGov application software or operating system environment, by someone other than OpenGov staff.
 - xvi. Any other services performed by OpenGov not otherwise specifically provided for in this agreement, including but not limited to, bank reconciliation, reconciling out of balance reports, balancing segments of the system, etc.
 - xvii. Training of Customer's staff
- e. The following services are NOT included within OpenGov's Support plan (including but not limited to)
- i. Recovery services of non-OpenGov's software and data related to server crashes.
 - ii. Problems caused by hardware or software that is not the Licensed Software or OpenGov reporting tools (such as a virus).
 - iii. Changes made to the Licensed software by someone other than OpenGov staff such as changing internet provider and causing issues with payment processing or ip address changes.
 - iv. Responding to problems resulting from misuse, accidents, neglect or bad data.
 - v. Configuration changes for third party software.
 - vi. Support for issues related to the operation of the software on local personal computers (excluding server) and related printing issues; problems with the browser and loading the required add-on programs;
 - vii. support for using Vision and Intellicus reporting tools
 - viii. Firewall support
 - ix. On-site support"

4. Appendix A, Section 3 a). Miscellaneous. Delete Section 3 a), Miscellaneous it its entirety and replace it with the following language:

"a) Should the Customer require additional Services beyond the estimated amount as specified in the Summary table below or Appendix B, such services shall be performed and charged to Customer at \$185/hour."

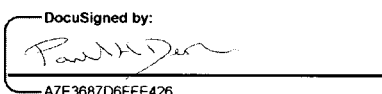
5. Appendix B. Extended Support. Delete Appendix B in its entirety and replace it with Appendix B, attached and incorporated herein.

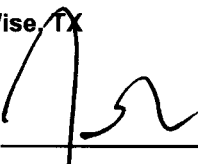
6. Section 17. Notices, Delete the OpenGov contact information and replace it with "OpenGov General Counsel at 955 Charter Street, Redwood City, CA. 94063, with a copy emailed to legal@opengov.com."

IN WITNESS WHEREOF, the Parties through their respective and duly authorized representatives, have executed this Amendment.

**OpenGov, Inc., successor in interest to
STW, Inc.**

County of Wise, TX

Signature 
Name Paul H. Denton
Title CFO
Date 11/30/2020

Signature 
Name JD Clark
Title County Judge
Date 12-14-2020

**Appendix B
SUPPORT AND SOFTWARE SERVICE LEVELS**

This Support and Software Services Levels Exhibit (“**Support Exhibit**”) is to OpenGov’s Software Services Agreement (the “**Agreement**”). Capitalized terms not defined herein have the meaning indicated in the Agreement and its associated Order Form(s).

I. DESIGNATED SUPPORT CONTACTS, OPENGOV COMMUNITY & CUSTOMIZATIONS:

A. “**Designated Contacts**” are Customer identified users acting as primary liaisons between the Customer and OpenGov for technical support for the Software Services. Customer shall identify and appoint no more than the number of Designated Contacts as described in the subscribed Support Plan. Customer may be charged an additional fee for Designated Contacts in excess of the subscribed number. Customer shall notify OpenGov whenever Designated Contact responsibilities are transferred to another individual. Tickets submitted by someone other than a Designated Contact will be automatically closed and will not be acted upon.

Customer’s Designated Contacts shall be responsible for:

- submitting support tickets on behalf of the Customer
- serving as the primary points of contact for communications with OpenGov
- overseeing Customer’s support case activity
- developing and deploying troubleshooting processes within Customer’s organization
- resolving password reset, username and lockout issues for Customer
- providing technical staff to assist with non-Software Services issues such as network issues

B. Customer must opt-into OpenGov’s support portal (“**Support Portal**”) (i) to receive certain important information about updates and other changes to the Software Services and (ii) to take other required actions relating to support and use of the Software Services.

C. The commitments under this Support Exhibit do not apply to customizations, enhancements or other non-standard modifications to the Software Services requested or made by Customer.

II. SUPPORT FOR OPENGOV SOFTWARE SERVICES:

A. SUPPORT PLANS

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

TABLE 1

	STANDARD
“Business Hours”	8am to 6pm Pacific Time
Number of Designated Contacts	Three (3)
ISSUE SEVERITY LEVEL**	INITIAL RESPONSE COMMITMENT***
Type of commitment	Service Level Targets
Urgent	One (1) Calendar Hour

High	Four (4) Business Hours
Normal	One (1) Business Day
Low	Two (2) Business Days

** *The Issue Severity Levels are defined in Section II-A-1 below.*

*** *OpenGov will use commercially reasonable efforts to respond (via OpenGov's Normal Support Channels) to each support issue reported by the Customer within the applicable response time described in the table above, depending on the applicable severity level. "Business Days" are Monday-Friday, excluding holidays.*

1. Issue Severity Level Definitions

Severity Level Urgent: Customer experiences complete loss of use of the Software Services, meeting the definition of "Unavailable" in Section II-B-1 below and no procedural workaround exists, thereby blocking a Customer's business operations.

Severity Level High: Customer experiences a severe defect or configuration issue with the use of the Software Services and no procedural workaround exists, thereby causing a high impact to Customer's business operations (excluding Software Service failures that qualify as Severity Level Urgent).

Severity Level Normal: Customer experiences a problem where the use of the Software Services are partially reduced, thereby causing a low-to-medium impact to Customer's business operations. A procedural workaround exists (excluding Software Service issues that qualify as Severity Level 1 or High).

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

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

B. SERVICE LEVELS

1. Uptime Commitment

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

2. Exclusions from Quarterly Uptime Percentage

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

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

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

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

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

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

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

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

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

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

3. Process

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

**Appendix C
Licensed Custom Software**

None



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

Created On: 11/19/2020
Order From Expiration: 11/30/2020
Subscription Start Date: 10/1/2020
Subscription End Date: 9/30/2021

Prepared By: Zach Garelik
Email: zgarelik@opengov.com
Contract Term: 1 Year

Customer Information

Customer: County of Wise, TX
Bill To/Ship To: 101 North Trinity Street
 Decatur, Texas 76234
 United States

Contact Name: Ann McCuiston
Email: auditor@co.wise.tx.us
Phone: 940-627-1681

Billing Contact: Ann McCuiston
Email: auditor@co.wise.tx.us
Phone: 940-627-1681

Order Details

Billing Frequency: Annual
Payment Terms: Net Thirty (30) Days

Description: Additional Support Hours may be purchased prior to 9/30/2021 at a rate of \$185/hr, if purchased in blocks of 10 hours and paid in advance. Any hours purchased must be utilized within 12 months of purchase date.

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Premium Support	10/1/2020	9/30/2021	1	\$8,585.00

Annual Subscription: \$8,585.00

Billing Table:

Billing Date	Amount Due
October 1, 2020	\$8,585.00

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") attached, or if no such SSA is attached, the SSA available 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 Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Software Services Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

County of Wise, TX

Signature: 

Name: JO Clark

Title: County Judge

Date: 12-14-2020

OpenGov, Inc.

DocuSigned by:

Signature: 

Name: 47E3687D8FEE426...
 Paul H. Denton

Title: CFO

Date: 11/30/2020