RESOLUTION <u>23-175</u>

A RESOLUTION TO PURCHASE BUDGET SOFTWARE

WHEREAS, the Board of Mayor and Aldermen (BOMA) is committed to leveraging technology to enhance the budgeting process and provide better services to the community; and

WHEREAS, during the most recent budget process, the BOMA identified the need for budget development software to streamline the budgeting process and improve financial decision-making; and

WHEREAS, the City's staff underwent a Request for Proposal (RFP) process to identify suitable budget development software solutions; and

WHEREAS, the Open Gov Budget software emerged as the most suitable solution, meeting the City's requirements; and

WHEREAS, the BOMA has allocated funds within the current year's budget to invest in budget development software to improve operational efficiency and transparency; and

WHEREAS, the initial cost of the Open Gov Budget software has been determined to be $121,787 for the first year instillation and fees, $66,924 for the second year, and $70,270 for the third year;

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen hereby approves the purchase of the Open Gov Budget software as the chosen budget development software solution and authorize staff to execute the associated agreement as provided;

Passed and adopted this 5th day of September, 2023.

_____
Jim Hagaman, Mayor

ATTEST:
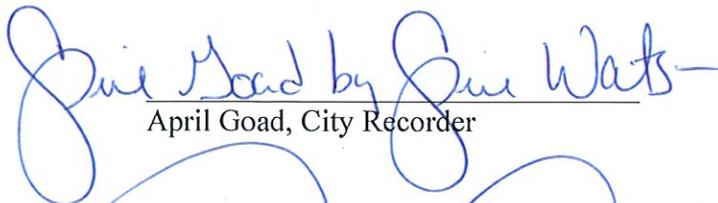
_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

STAFF MEMORANDUM

TO:	Board of Mayor and Alderman
FROM:	Tony Tolstedt, Assistant City Administrator
DATE:	August 30, 2023
RE:	Budget Software Award

PURPOSE:

The purpose of obtaining budgeting software for a municipality is to streamline and enhance the entire budgeting process, leading to improved financial management, transparency, and decision-making. Budgeting software serves as a comprehensive tool that helps municipalities plan, create, monitor, and analyze their budgets more effectively.

BACKGROUND:

In response to the BOMA's desire to enhancing efficiency, transparency, and effectiveness in our budgeting processes, an Request for Proposal (RFP) process was initiated to explore and identify suitable budgeting software solutions. The RFP process produced two software vendor proposals for consideration. The goal was to find a solution that aligns with our organizational needs while optimizing the budget development process. Staff participated in presentations for both products prior to this recommendation.

FINANCIAL IMPACT:

The initial year setup cost for the OpenGov budgeting software is estimated at $134,817, inclusive of implementation, training, and support. In subsequent years, a recurring cost of $67,092 per year is projected for maintenance, updates, and ongoing support.

After evaluation of the options presented through the RFP process, it is the recommendation of staff that we proceed with the purchase of the OpenGov budgeting software.

The benefits of improved accuracy, transparency, and collaboration are substantial, and the projected long-term savings are expected to more than justify the initial investment.

STAFF RECOMMENDATION:

Staff recommends that BOMA approve the agreement as presented.

OPENGOV

Statement of Work
City of Spring Hill, TN

Creation Date: 8/23/2023
Document Number: PS-04387
Version Number: 1
Created by: Sidney Barnes

Table of Contents

1. Overview and Approach

1.1. Agreement

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

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Budgeting & Planning as defined in the OpenGov Responsibilities section of this document. Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Budgeting & Planning solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Change Order Process, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2.   Facilities and Hours of Coverage

OpenGov will:

A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.

B. Provide the Services under this SOW during normal business hours, 8:30 am to 6:00 pm local time, Monday through Friday, except holidays.

2.3.   Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the project Change Order Process (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.

B. Individual software modules are configured based on discussions between OpenGov and Customer.

C. OpenGov or its authorized independent contractors provide Professional Services to Customer as described in this SOW as agreed to by the parties.

D. Budgeting and Planning Suite

    i.   Customer will provide Budget and Actuals data within two (2) weeks immediately following the kick-off meeting.

    ii. Customer's Integration is unidirectional from Tyler Incode 10 into OpenGov. The integrated data will be linked to the Customer's OpenGov Chart Of Accounts.

    iii. Customer has provided the following relevant dates:

        1. Operating Budget Kick Off is Jan 2024;

        2. Capital Budget Kick off is Jan 2024;

        3. Online Budget Book is due on May 2024.

    iv. OpenGov budget proposal configuration will include: up to fifty (50) department proposals and up to fifty (50) project proposals.

    v.   OpenGov Online Budget Book (OBB) configuration will include:

        1. Six (6) Standard OBB templates; up to fifty (50) department stories pages and up to fifty(50) project pages from the templates; and up to two (2) reports with report views to use in the OBB.

2.4.   OpenGov Responsibilities

2.4.1.   Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;

B. maintain project communications through your Project Manager;

C. establish documentation and procedural standards for deliverable Materials; and

D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;

B. work with your Project Manager to address and resolve deviations from the project plan;

C. conduct regularly scheduled project status meetings; and

D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:
This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:
- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.4.2. Activity 2 – Initialization

OpenGov will provide the following:

A. Customer Entity configuration
B. System Administrators creation
C. Solution Blueprint creation
D. Data Validation strategy confirmation

Completion Criteria:
This activity will be considered complete when:
- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:
- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.4.3.   Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

Budget & Planning Use Cases
A. Centralized Operating Budget
B. Multi-Year Workforce Planning
C. Capital Improvement Planning
D. Interactive Online Budget Books

Completion Criteria:
This activity will be considered complete when:

Budget & Planning Use Cases
- Chart of Accounts is configured
- Operating Budget proposals are configured
- Capital Budget proposals are configured
- Workforce Plan is configured
- Online Budget Book templates are configured
- Financial integration is configured
- Budget reports are configured

Deliverable Materials:
- Formal sign off document

2.4.4.   Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10 (ten), for class sizes larger than 10 (ten) it may be necessary to have more than one instructor.

Completion Criteria:
- Administrator training is provided
- End User training is provided

Deliverable Materials:
- Formal sign off document

2.5.   Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Communication and Escalation Procedure.

2.5.1.   Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

A.   manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);

B.   serve as the interface between OpenGov and all your departments participating in the project;

C.   administer the Project Change Control Procedure with the Project Manager;

D.   participate in project status meetings;

E.   obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;

F.   resolve deviations from the estimated schedule, which may be caused by you;

G.   help resolve project issues and escalate issues within your organization, as necessary; and

H.   create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.6.   Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

A.   OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or

B.   The End date is reached

2.7.   Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of seven (7) months following signatures ("End Date") or on other dates mutually agreed to between you and OpenGov.

2.8.   Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Budgeting & Planning Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Financial Integration			▓	▓				
Budget and Planning Suite	Chart of Accounts	▓						
	Operating Budget		▓	▓				
	Workforce Planning		▓	▓				
	Capital Budget		▓	▓				
	Online Budget Book					▓	▓	▓
	Budget End User Training				▓			▓
GoLive Support	Hypercare				▓			▓

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

2.9.   Charges

The Services will be conducted on a Fixed Price basis. The fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated $5,000 in expenses, per trip, without written approval from the Customer.

2.10.   Offer Expiration Date

This offer will expire on September 22, 2023 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
  - ○ OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
  - ○ Executives may be called upon to clarify expectations and/or resolve confusion.
  - ○ Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process**:
  - ○ OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
    - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
    - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
    - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
    - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
  - ○ OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

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

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

- o   Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o   Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
  - o   Professional Services to the customer could be stopped;
  - o   Delay to any agreed timelines; or
  - o   Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: OpenGov Budgeting & Planning Suite

Instance Creation

Budgeting & Planning Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
Provisioning Reporting & Transparency Platform	OpenGov will: • OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.	Customer will: • Confirm access to entity and modules.

Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities

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.

Chart of Accounts Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Chart of Accounts (COA)	OpenGov will:	Customer 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
		• Provide current COA and transactional data.
		• Validate and provide sign off on COA.
		• Maintain the COA following configuration.

Integration Configuration

Description	OpenGov Responsibilities	Customer Responsibilities

Financial Integration	OpenGov will:
	• Installation of Agent and Database View Deployment or Set up a SFTP and Sample File Format.
	• Integrate the following functionalities:
	   o Actuals and Budget (Revenue and Expenses)
	• Extract, transform (when required) and load the data
	• Build Reports for the required functionalities
	   o Report Name
	• 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 Tyler Incode 10 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 ERP system will be the customer 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 responsibility of the customer to update.

Operating Budget Configuration

Description	OpenGov Responsibilities	Customer Responsibilities

Operating Budget	OpenGov will:
	• Configure up to two (2) Proofs of Concept (POC).
	• Configure one (1) Budget instance, once POC is validated.
	• Configure and upload Customer's base budget files into OpenGov budget instances.
	• Configure OpenGov Budget Proposals and Worksheets for up to fifty (50) Departments in the base budget file based on the agreed upon structure.
	• Review configured OpenGov Budget and provide training to Customer on how to:
	  o Create new Proposals and Worksheets
	  o Manage Budgets
		Customer will:
		• Provide current budget.
		• Validate Proof of Concept prior to OpenGov building out Budget Proposals and Worksheets.
		• Validate and provide signoff on Budget Proposals and Worksheets.

Operating Budget 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:
	  o Create new topics
	  o Manage topics
	  o 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.

Operating Budget Story	OpenGov will:
	• Configure one (1) standard budget Story template.
	• Review configured OpenGov Story and provide training to Customer on how to:
	  o Create new Stories
	  o Manage Stories
	  o Publish Stories
		Customer will:
		• Provide logo and branding guidelines.
		• Validate and provide signoff on Operating Budget Story template.
		• Update standard budget Story with Customer relevant information

Capital Budget Configuration

Description	OpenGov Responsibilities	Customer Responsibilities

Capital Budget	OpenGov will:
	• Configure up to one (1) Proofs of Concept (POC)
	• Configure one (1) Budget instance, once POC is validated
	• Configure and upload Customer's base budget files into OpenGov budget instances.
	• Configure proposals and worksheets for up to fifty (50) 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:
	   o Create new Proposals and Worksheets
	   o Manage Budgets
		Customer will:
		• Provide current budget.
		• Validate Proof of Concept prior to OpenGov building out proposals and worksheets
		• Validate and provide signoff on Budget Proposals.

Capital Budget Story	OpenGov will:
	• Configure one (1) standard capital budget Story template.
	• Review configured OpenGov Story and provide training to Customer on how to:
	   o Create new Stories
	   o Manage Stories
	   o Publish Stories
		Customer will:
		• Provide logo and branding guidelines.
		• Validate and provide signoff on Capital Budget Story template.
		• Update standard budget Story with Customer relevant information

Workforce Planning Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Workforce Planning	OpenGov will: • Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.	Customer will: • Provide Position calculations and tables. • Populate the Position Template and upload the completed template into OpenGov.

	• Review configured OpenGov Workforce Plan and provide training to Customer on how to:
	  o Create Cost Elements
	  o Populate and upload the Position Template
		• Validate and provide signoff on the Workforce Plan calculations.
		• Maintain the Workforce Plan and data once configured.

Budget and Planning Suite Reporting Configuration

| Budget and Planning Suite 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:
  o Annual
  o Budget to Actuals
  o Transactions
• Configure up to four (4) Operating Budget Reports using OpenGov budget data:
  o Milestones
  o Development
  o Details
  o Categories*
• Configure up to four (4) Capital Budget Reports using OpenGov budget data:
  o Development
  o Details
  o Categories*
  o Capital Plan
• 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 | Customer will:
• Validate and provide sign-off of Reports.
• Maintain the Reports once configured.
• Map OpenGov Budget export to Customer ERP import format. |

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

Online Budget Book Configuration

Description	OpenGov Responsibilities	Customer Responsibilities

Online Budget Book (OBB)	OpenGov will:
	• 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
	• Create up to two (2) OBB Reports using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells.
	• Create Department and Project OBB Story Shells from OBB Templates for up to fifty (50) Departments and up to fifty (50) Projects and add OpenGov Report Views to Department and Project Story Shells.
	• 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.
		• Sign off on OBB Templates prior to OBB Story Shell Configuration.
		• Validate and sign off on OBB Department and Project Story Shells.
		• Complete Department and Project Story Shells by adding Customer content including:
		   ○ Narrative
		   ○ Images
		   ○ External Data
		• Create remaining OBB Stories from OBB Templates for each section of the Table of Contents and add Customer content including:
		   ○ Narrative
		   ○ Images
		   ○ External Data
		• Create any additional Reports and Report Views needed to add to OBB.
		• Attend working sessions to get answers on OBB questions.
		• Make Stories public and Publish OBB.

Working Sessions and Trainings

Description	OpenGov Responsibilities	Customer Responsibilities

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

Reporting & Transparency Administrator Training	OpenGov will:
	• Provide training to Customer System Administrators on how to:
	   ○ Maintain the Chart of Accounts
	   ○ Upload and manage data for reporting
	   ○ Create and share Reports, Dashboards, Stories, and Topics.
		Customer will:
		• Identify relevant participants and attend scheduled trainings.

Budgeting & 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.
		Customer will:
		• Identify relevant participants and attend scheduled trainings.

Online Budget Book / Budget-in-Brief	OpenGov will: • Provide one (1) 60-Minute System Training designed for OBB Administrators on how to:	Customer will: • Identify relevant participants and attend scheduled trainings.

Administrator Training	o Use and copy OBB Templates o Add Reports Views to Stories o Add Customer content including: narrative, images, and external data to Stories o Publish Stories o Update and maintain Stories.	
Virtual Budget End-User Training	OpenGov will: • Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to: o Navigate Opengov Budgets and Reports	Customer will: • Identify relevant participants and attend scheduled trainings.

Appendix C: Technical Requirements

C-1: OpenGov Budgeting & Planning Suite

Budgeting & Planning Suite	
Description	**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 - Capital Budget
Personnel Calculations and Tables	PDF, Word, csv, .xls, .xlsx with headers
Workflow Management	PDF, Word, .csv, .xls, .xlsx with headers
Logo Image	.jpg or .png format - Transparent
Branding guidelines	Hex codes

OPENGOV

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

Quote Number:	OG-011624		
Created On:	8/30/2023	**Prepared By:**	Kelly Ammons
Order Form Expiration:	10/5/2023	**Email:**	kammons@opengov.com
Subscription Start Date:	9/6/2023	**Contract Term:**	36 Months
Subscription End Date:	9/5/2026		

Customer Information

Customer:	City of Spring Hill	**Contact Name:**	Pamela Caskie
Bill To/Ship To:	199 Town Center Pkwy	**Email:**	pcaskie@springhilltn.org
	Spring Hill, TN	**Phone:**	931-486-2252
	United States		

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Budgeting & Planning Dashboards *Financial Integration, Online Budget Book, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Workforce Planning, Story Builder, Transparency*	9/6/2023	9/5/2024	$63,737.00
Budgeting & Planning Dashboards *Financial Integration, Online Budget Book, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Workforce Planning, Story Builder, Transparency*	9/6/2024	9/5/2025	$66,924.00
Budgeting & Planning Dashboards *Financial Integration, Online Budget Book, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Workforce Planning, Story Builder, Transparency*	9/6/2025	9/5/2026	$70,270.00

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.

Professional Services Total: $58,050.00

Billing Table:

Billing Date	Amount Due	
September 6, 2023	$121,787.00	*(Annual Software Fee + Professional Services)*
September 6, 2024	$66,924.00	*(5% Uplift)*
September 6, 2025	$70,270.00	*(5% Uplift)*

Order Form Legal Terms

Welcome to OpenGov!

This Order Form is entered into between OpenGov, Inc. ("OpenGov"), and you, the entity identified above ("Customer"), effective as of the date of the last signature below. This Order Form incorporates the OpenGov Master Services Agreement ("MSA") available at https://opengov.com/terms-of-service/master-services-agreement/. If professional services are purchased, the applicable Statement of Work ("SOW") is also incorporated. The Order Form, MSA, and, if applicable, the SOW are the full "Agreement".

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Spring Hill

Signatory: Jim Hagaman

Email of signatory: jhagaman@springhilltn.org

Timestamp: Wednesday, September 13th, 2023 5:51 PM UTC

OpenGov, Inc.

Signatory: Sam Kramer

Email of signatory: skramer@opengov.com

Timestamp: Tuesday, September 12th, 2023 2:12 PM UTC

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes binding when the parties have signed it (the "Effective Date"), sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services and receive professional services.

1. Definitions

1.1. "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 does not include any confidential personally identifiable information.

1.2. "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.

1.3. "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.

1.4. "Order Form" means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.

1.5. "Term" refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

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 provide the commercial off-the-shelf software solutions identified in the applicable Order Form ("Software Services").

2.2. 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, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3. Professional Services

2.3.1. If OpenGov or its authorized independent contractors provides professional services

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to Customer, such as implementation services, then these professional services ("Professional Services") will be described in an applicable statement of work ("SOW") agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

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 and Documentation. In addition, 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 owns all interests and 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. 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 grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will

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belong to OpenGov.

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

4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.

4.5. Feedback. "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. Customer grants 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. "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, and all Documentation.

5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further 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

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Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1.   Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.

6.2.   Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the Initial Term.

6.3.   Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.

6.4.   Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the the other party's Confidential Information in its possession.

7. Payment of Fees

7.1.   Fees; Invoicing; Payment; Expenses.

7.1.1.   Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.

7.1.2.   Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

7.1.3.   Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

7.1.4.   Customer Delays; On Hold Fee.

7.1.4.1.   On Hold. Excluding delays caused by a force majeure event as described in

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Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.

7.3. 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

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OpenGov.

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, 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 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 performance of such work to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, 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. Customer must give written notice of any claim under this warranty 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 (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) 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

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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 BY CUSTOMER TO OPENGOV 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 infringement of the other party's Intellectual Property Rights.

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

10.   Miscellaneous

10.1.   Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in 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. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.

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

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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.

10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (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. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may 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 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. California laws govern this Agreement, without regard to conflict of laws principles. 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 San Mateo County, California, and the parties submit to the personal jurisdiction and venue therein.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

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Signatures	
City of Spring Hill	**OpenGov, Inc.**
     	X
Signatory: Jim Hagaman	Signatory: Sam Kramer
Email of signatory: jhagaman@springhilltn.org	Email of signatory: skramer@opengov.com
Timestamp: Wednesday, September 13th, 2023 5:51 PM UTC	Timestamp: Tuesday, September 12th, 2023 2:12 PM UTC

Open Gov Budget Software Contract

Contract ID
64f9df3585aae9c5d50a9566

Filename
Open Gov Budget Software Contract.pdf

City of Spring Hill

Signatory: Jim Hagaman

Email of signatory: jhagaman@springhilltn.org

Timestamp: Wednesday, September 13th, 2023 5:51 PM UTC

OpenGov, Inc.

Signatory: Sam Kramer

Email of signatory: skramer@opengov.com

Timestamp: Tuesday, September 12th, 2023 2:12 PM UTC

What	When	Where
Signed by Jim Hagaman jhagaman@springhilltn.org	Sep 13, 2023 5:51 PM UTC	IP 76.9.164.5 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/116.0.0.0 Safari/537.36 Edg/116.0.1938.76
Signed by Sam Kramer skramer@opengov.com	Sep 12, 2023 2:12 PM UTC	IP 2600:4040:4937:9500:c1a:5144:6aa5:3c6d Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/116.0.0.0 Safari/537.36
Viewed by Sam Kramer skramer@opengov.com	Sep 12, 2023 2:11 PM UTC	IP 2600:4040:4937:9500:c1a:5144:6aa5:3c6d Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/116.0.0.0 Safari/537.36
Sent for signing by April Goad agoad@springhilltn.org	Sep 11, 2023 9:41 PM UTC	IP 76.9.164.5 Mozilla/5.0 (Windows NT 10.0; Win64; x64; rv:109.0) Gecko/20100101 Firefox/117.0
Sent for signing by April Goad agoad@springhilltn.org	Sep 11, 2023 8:33 PM UTC	IP 76.9.164.5 Mozilla/5.0 (Windows NT 10.0; Win64; x64; rv:109.0) Gecko/20100101 Firefox/117.0
Created by April Goad agoad@springhilltn.org	Sep 7, 2023 2:33 PM UTC	IP 76.9.164.5 Mozilla/5.0 (Windows NT 10.0; Win64; x64; rv:109.0) Gecko/20100101 Firefox/117.0

JUro