

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of _____, 2020, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and OPENGOV, INC. a Delaware corporation, whose address is 955 Charter Street, Redwood City, CA 94063, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On June 11, 2019 an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$114,438.

B. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 11th day of June, 2019, and shall terminate on the 30th day of June 2025, unless terminated earlier as set forth herein.

2. Paragraph 2, SERVICES TO BE PERFORMED, is modified to add the following:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary professional services work included in the new Statement of Work in Exhibit D. The Provider acknowledges that the work plan included in Exhibit D (Statement of Work) is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

b. The total annual compensation for the work under this Amendment is not to exceed \$195,041.08 is further described in the Order Form attached hereto as Exhibit C, incorporated herein. The Billing Table outlines the fixed annual rate of \$134,156.00 in the four years to follow Year 1 of the Agreement. Total five-year compensation shall not exceed \$731,665.08. Provider shall increase the fees payable for the Software Services for each such additional year by 4% from the prior year's fee.

4. The following sections are added to the Agreement:

26. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF,

DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. SIGNATORY:

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

28. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

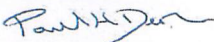
5. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

OPENGOV, INC.
A Delaware Corporation

DocuSigned by:



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By: Paul H. Denton
Title: CFO

DocuSigned by:



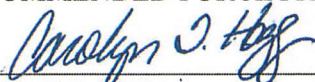
6151AD9171B044C...

By: Sean Wani
Title: General Counsel

CITY OF ALAMEDA
A Municipal Corporation

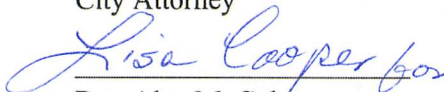
By: Eric J. Levitt
Title: City Manager

RECOMMENDED FOR APPROVAL:



By: Carolyn Hogg
Title: IT Director

APPROVED AS TO FORM:
City Attorney



By: Alan M. Cohen
Title: Assistant City Attorney

Exhibit D



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

Created On: 4/6/2020
Order From Expiration 6/30/2020
Subscription Start Date: 2/1/2020
Subscription End Date: 6/30/2025

Prepared By: Zach Garelik
Email: zgarelik@opengov.com

Customer Information			
Customer:	City of Alameda, CA	Contact Name:	Carolyn Hogg
Bill To/Ship To:	2263 Santa Clara Avenue, Room 220 Alameda, CA 94501 United States	Email:	chogg@alamedaca.gov
		Phone:	510-747-7495
Billing Contact: Carolyn Hogg		Email:	chogg@alamedaca.gov
		Phone:	510-747-7495
Order Details			
Billing Frequency: Annual		Description: See Billing Table Below	
Payment Terms: Net Thirty (30) Days			

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Transparency and Story Builder	2/1/2020	6/30/2020	Prorated	\$3,750.00
Transparency and Story Builder	7/1/2020	6/30/2025	5	\$9,000.00
Communications & Reporting Upgrade (Performance Measures, Enterprise Integration)	6/11/2020	6/30/2020	Prorated	\$3,321.75
Communications & Reporting Upgrade (Performance Measures, Enterprise Integration)	7/1/2020	6/30/2025	5	\$60,788.00
Open Town Hall	11/1/2020	6/30/2021	Prorated	\$6,933.33
Open Town Hall	7/1/2021	6/30/2025	4	\$10,000.00
Budgeting and Planning Upgrade (Budget Builder, Workforce Planning, Financial Integration)	7/1/2020	6/30/2025	5	\$54,368.00

Annual Subscription Total: \$134,156.00

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee Budgeting and Planning Upgrade	Product configuration and setup, training, and ongoing support to help organizations deploy and adopt the OpenGov solutions described in the attached SOW.

Professional Services Total: \$56,880.00

Billing Table:

Annual Term	Billing Date	Amount Due	Total Amount
	February 1, 2020	\$7,071.75	
Year 1	July 1, 2020	\$181,036.00	\$195,041.08
	November 1, 2020	\$6,933.33	
Year 2	July 1, 2021	\$134,156.00	\$134,156.00
Year 3	July 1, 2022	\$134,156.00	\$134,156.00
Year 4	July 1, 2023	\$134,156.00	\$134,156.00
Year 5	July 1, 2024	\$134,156.00	\$134,156.00

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 Subscription Start Date. This Order Form includes and incorporates the OpenGov Software Services Agreement dated December 7, 2018 provided that the parties agree to delete Section 10.1 of the Software Services Agreement, and the Statement of Work ("SOW") attached and incorporated herein. The Order Form, Software Services Agreement and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for all Software Services and Professional Services shall be due and payable, in advance, on the Subscription Start Date. By signing this Agreement, Customer acknowledges that it has reviewed and agrees to be legally bound by, the Agreement.

City of Alameda CA

Signature:

Name:

Title:

Date:

OpenGov, Inc.

DocuSigned by:

Signature

Name:

Title:

CFO

Date: 4/22/2020

Approved as to Form

Alan M. Cohen
Assistant City Attorney