

**AGREEMENT FOR THE PROCUREMENT OF SOFTWARE AS A SERVICE
(ClearGov, Inc.)**

This Agreement for the Procurement of Software as a Service (“Agreement” hereafter) is made as of the _____ day of _____, 2024, by and between the **City of Lake Worth Beach**, 7 North Dixie Highway, Lake Worth Beach, Florida 33460, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the City, and **ClearGov, Inc.**, 2 Mill & Main, Suite 630, Maynard, MA 01754, a company authorized to do business in the State of Florida, hereinafter referred to as the Vendor.

RECITALS

WHEREAS, the City needs a vendor to provide financial and budgeting software and related services to the CITY; and

WHEREAS, the BuyBoard National Purchasing Cooperative (“BuyBoard”), of which the CITY is a member, issued Proposal Invitation No. 692-23 for the procurement of software as a service (“SaaS”) products, cybersecurity assessments, and related services; and

WHEREAS, pursuant to BuyBoard Proposal Invitation No. 692-23 and Vendor’s response thereto, BuyBoard awarded to Vendor Contract No. 692-23 (collectively the “BuyBoard Documents”); and

WHEREAS, Contract No. 692-23 is incorporated into Vendor’s response to Proposal Invitation No. 692-23, is currently valid, and expires on March 31, 2025; and

WHEREAS, BuyBoard allows members, such as the City, to purchase products and related services included in Proposal Invitation No. 692-23 from qualified vendors; and

WHEREAS, the Vendor is a qualified vendor and is authorized to supply SaaS to the City under the BuyBoard Documents; and

WHEREAS, the City’s Code of Ordinances, section 2-112(e)(2), authorizes the City to participate in a cooperative purchasing agreement for procurement; and

WHEREAS, the Vendor and the City desire to enter into this Agreement for the procurement of Vendor’s SaaS product, including financial and budgeting software and related services (collectively the “Product”), at the pricing contained in the attached **Exhibit “A.”**

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. BuyBoard Documents. The BuyBoard Documents are hereby expressly made a part of this Agreement as fully as if set forth at length herein. The City shall have all rights, obligations and remedies set forth therein.

3. Vendor's Proposal; Agreement Term. In accordance with the terms and conditions in the BuyBoard Documents, the Vendor shall supply and deliver the Product as requested by the City. The goods and services to be provided by the Vendor shall be available subsequent to the execution and approval of this Agreement by the City and Vendor in accordance with the terms and conditions set forth herein. The Product and pricing shall be as set forth in **Exhibit "A,"** which is attached hereto and incorporated herein by this reference.

4. Purchase Orders; Timing of Deliveries. The City's ordering mechanism for goods and services provided and performed under this Agreement may be a City issued Purchase Order; however, any contractual terms and conditions stated in the City issued Purchase Order that conflict with this Agreement shall not apply. The terms and conditions of this Agreement shall apply to each Purchase Order. The pricing in each Purchase Order shall be consistent with the pricing set forth in **Exhibit "A."**

Vendor understands that time is of the essence with respect to Vendor's obligations, duties and responsibilities under this Agreement and each Purchase Order, and Vendor agrees to complete each of its deliveries/services at the time agreed to by the parties.

5. Contract Documents and Conflict of Terms and Conditions. This Agreement is comprised of the following documents, including their attachments and exhibits if any, which are incorporated herein by reference (the "Contract Documents"):

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. Vendor's response to BuyBoard Proposal Invitation No. 692-23 (which incorporates Contract No. 692-23); and
- D. BuyBoard Proposal Invitation No. 692-23.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement, including their attachments and exhibits if any, shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. Vendor's response to BuyBoard Proposal Invitation No. 692-23 (which incorporates Contract No. 692-23); and
- D. BuyBoard Proposal Invitation No. 692-23.

6. Compensation to Vendor. Payments by the City to the Vendor under this Agreement shall not exceed the pricing stated in **Exhibit "A"**.

7. Notices. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the City or the Vendor have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the Vendor to the City shall be sent to the following:

City of Lake Worth Beach
Attn: City Manager/Finance Department/Procurement Division
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the City to the Vendor shall be sent to the following:

ClearGov, Inc.
Attn: President
2 Mill & Main, Suite 630
Maynard, MA 01754

8. Liability.

8.1 Without waiving any rights to sovereign immunity, and subject to the limitations of and to the extent permitted by Section 768.28, Florida Statutes, as amended from time to time, City agrees to be responsible for its employees negligent acts or omissions arising out of or related to the Contract Documents. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The City shall not be required to indemnify Vendor under the Contract Documents. The Vendor shall be responsible for the negligent acts or omissions of its employees arising out of or related to the Contract Documents.

8.2 Notwithstanding any other provision in the Contract Documents, Vendor shall defend all claims brought against City or its officers, agents, or employees (collectively "Indemnitees") by a third party (collectively "Third-Party Claims") and indemnify and hold Indemnitees harmless for all actual and substantiated losses, damages, judgments, costs, expenses, and fees (including reasonable attorney fees) (collectively "Damages") resulting or arising from the Vendor's provision of services under the Contract Documents. Except as stated in Section 14 below, there shall be no limitation on the aggregate cumulative monetary liability of the Vendor under this provision.

8.3 Infringement Indemnity. Notwithstanding any other provision in the Contract Documents, Vendor will defend or settle at its expense all Third Party claims brought the Indemnitees arising out of a claim asserting that the work, services, software, repair, materials or other deliverables ("deliverables" hereafter) provided by Vendor under the Contract Documents infringes any

copyright or any patent or misappropriates a trade secret. Vendor will indemnify and hold harmless the City against and from Damages at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Vendor is promptly notified in writing of such claim or suit, (ii) Vendor will have the sole control of the defense and settlement thereof, and (iii) City furnishes Vendor, on reasonable request, information available to City for such defense. The City will not admit any such claim without prior consent of Vendor.

- A. In the event of a claim of infringement, Vendor shall, at its option:
 - procure for City the right to continue using the deliverables provided under the Contract Documents; or
 - replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
 - If neither of the above actions is reasonably feasible, Vendor will refund to City the fee actually paid by City under the Contract Documents (as amortized on a straight-line basis over the time in which the City was able to use the deliverables).

- B. Vendor will have no obligation under this section for infringement if and to the extent that such claim arises from:
 - the City's obligations with regards to existing products utilized by the City;
 - modification of the deliverables other than by Vendor or by its recommendation;
 - combination of the deliverables with products other than those supplied by Vendor;
 - the alleged infringement or misappropriation relates to such modification or combination; and/or
 - the specifications or written direction of the City directs Vendor to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with Vendor's products, services, or work product.

- C. Vendor will also not have any indemnification obligation with respect to a claim: (i) if it has provided City with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by City within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.

- D. Vendor's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon Vendor whether such injury or damage shall accrue, or may be

discovered, before or after termination or expiration of the Contract Documents.

9. Controlling Law; Venue; Remedies; Enforcement Costs; Jury Trial Waiver.

9.1 The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, necessary to enforce the Contract Documents will be held exclusively in Palm Beach County, Florida. Disputes related to or arising out of the Contract Documents shall not be subject to binding or non-binding arbitration. Nothing in the Contract Documents shall be construed as a waiver of the City's right to venue for all disputes in Palm Beach County, Florida. This provision shall supersede and specifically replace all other conflicting provisions in the Contract Documents.

9.2 If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents. This provision shall supersede and specifically replace all other conflicting provisions in the Contract Documents.

10. Authority to Practice. Vendor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws. Proof of such licenses and approvals shall be submitted to the City upon request.

11. Survivability; Severability; Preparation; Waiver. Any provision of the Contract Documents which is of a continuing nature or imposes an obligation which extends beyond the term of the Contract Documents shall survive its expiration or earlier termination. If any term or provision of the Contract Documents, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision shall be deemed valid and enforceable to the extent permitted by law. The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

12. Public Entity Crimes, E-Verify, and Scrutinized Companies.

12.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Vendor certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted Vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

12.2 If applicable to the Vendor, pursuant to Section 448.095(5), Florida Statutes, the Vendor, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor and the subcontractor.

12.3 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Vendor certifies that it is not participating in a boycott of Israel. The City and Vendor agree that the City will have the right to terminate the Contract Documents if Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

13. Entirety of Contractual Agreement. The City and Vendor agree that the Contract Documents set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered by Vendor, except by written instrument executed by both parties hereto.

14. Taxes. The City is exempt from payment of Florida State Sales and Use Tax. Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the City, nor is Vendor authorized to use the City's Tax Exemption Number in securing such materials. Vendor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to the Contract Documents.

15. Palm Beach County IG. In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Vendor should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

16. Independent Contractor. Vendor is, and shall be, in the performance of all services under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the services performed pursuant to the Contract Documents shall at all times, and in all places, be an employee of Vendor and shall have no claim under the Contract Documents for compensation of any kind from the City under the Contract Documents or otherwise. Vendor shall be solely responsible for any and all compensation or payment to all persons engaged in any services performed pursuant to the Contract Documents on behalf of Vendor including, but not limited to, all wages, benefits and payroll taxes.

17. Public Records Law.

Vendor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the City to perform the services.
- b. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within

a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Documents following completion of the Contract Documents if the Vendor does not transfer the records to the City.
- d. Upon completion of the Contract Documents, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by the City to perform the service. If Vendor transfers all public records to the City upon completion of the Contract Documents, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract Documents, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH, FL 33460.

18. Insurance.

Prior to commencing any services, the Vendor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Vendor. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/	\$1,000,000 per occurrence Errors and Omissions
Commercial general liability operations,	\$1, 000,000 per occurrence (Products/completed
insurance broad form property, personal injury)	\$2,000,000 annual aggregate

Worker's Compensation	\$ statutory limits
Cyber and Privacy Liability Insurance	\$1,000,000 per occurrence

The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve the Vendor of its liability and obligations under the Contract Documents.

19. Budget and Appropriation. Vendor acknowledges and agrees that the City is a municipal corporation and political subdivision of the state of Florida, and as such, the Contract Documents are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated therewith in any fiscal year of the City. Based upon the timeframes set forth in the Contract Documents, the City agrees that it has the funding available for the current fiscal year (FY 2023-2024) and agrees to propose in each applicable fiscal year budget thereafter an amount to cover the City's payment obligations as stated in the Contract Documents; however, the City's future funding obligations as stated herein are all subject to the City's annual budgeting and appropriation process. Vendor understands and agrees that the City's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the City nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under the Contract Documents. In the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's payment obligations in the Contract Documents in any fiscal year after the current fiscal year, then the City will notify Vendor of such occurrence and either the City or Vendor may terminate the Contract Documents by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Vendor for all software delivered under the Contract Documents through the date of termination.

20. Event of Default and Remedies.

20.1 Each of the following shall be an "Event of Default" under the Contract Documents: (a) Vendor fails to observe or perform any term, covenant, or condition of the Contract Documents which is required of Vendor to be observed or performed, and Vendor fails to remedy the same within thirty (30) days after notice from the City; and (b) the City fails to observe or perform any term, covenant, or condition of the Contract Documents which is required of the City to be observed or performed, and the City fails to remedy the same within thirty (30) days after notice from Vendor. However, if the City's or Vendor's Event of Default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, the defaulting party shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that the defaulting party diligently commences such cure within the foregoing 30-day period and thereafter proceeds with the curing of the default.

20.2 Except for the City's non-payment due to a lack of budget and appropriation as set above, if an Event of Default is not cured within the timeframes set forth above by the City, Vendor shall have all rights and remedies under the Contract Documents against the City. The City shall have all rights and remedies available to it under applicable law including termination of the Contract Documents for breach, the extend allowed herein.

21. No Consequential Damages. Notwithstanding any other provision in the Contract Documents, in no event shall either party be liable to the other party for any incidental, special, indirect, liquidated, consequential, or punitive damages arising out of or related to the Contract Documents, whether such alleged damages are labeled in tort, contract, or otherwise, and even if a party has been advised of the possibility of such damages.

22. Counterparts. The Contract Documents may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this Contract Documents by electronic means and shall treat the same as an original.

23. Compliance and Reporting. Each of the parties agrees to perform its responsibilities under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance under the Contract Documents. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of the Contract Documents. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the City and Vendor have caused this Agreement to be executed the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Yannick Ngendahayo, Financial Services Director

VENDOR: ClearGov, Inc.

[Corporate seal, if required]

By: Bryan A. Burdick
Print Name: Bryan A. Burdick
Title: President

STATE OF FLORIDA)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 1st day of May, by Bryan A. Burdick, as the President [title] of **ClearGov, Inc.**, a company authorized to do business in the State of Florida, who is personally known to me or who has produced License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the VENDOR to the same.

Christina M. Pizeri
Notary Public Signature

Notary Seal:

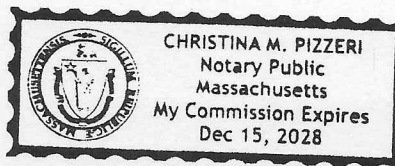
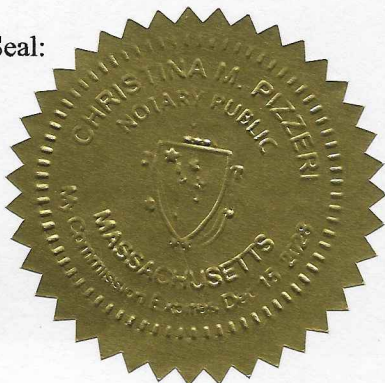


EXHIBIT "A"

Service Order and Vendor's Statement of Work (3 pages)



2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Nathaniel Pecina
Contact Phone	512-507-5879
Contact Email	npecina@cleargov.com

Order Date	Apr 29, 2024
Order valid if signed by	May 31, 2024

Customer Information					
Customer	Lake Worth Beach, FL	Contact	Jamie Brown	Billing Contact	Yannick Ngendahayo
Address	7 North Dixie Highway	Title	Interim City Manager	Title	Finance Director
City, St, Zip	Lake Worth Beach FL, 33460	Email	yngendahayo@lakeworthbeachfl.gov	Email	yngendahayo@lakeworthbeachfl.gov
Phone	561-586-1654			PO # (If any)	

This Service Order will be contracted through...	
Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #692-23

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 4	\$ 13,500.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions	Tier 4	\$ (3,375.00)
Onboarding Discount: WAIVED customer value add	100%	\$ (10,125.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ -
Subscription Services	Tier	Service Fees
ClearGov BCM Operational Budgeting - Civic Edition	Tier 4	\$ 25,400.00
ClearGov BCM Capital Budgeting - Civic Edition	Tier 4	\$ 18,300.00
ClearGov BCM Digital Budget Book - Civic Edition	Tier 4	\$ 15,300.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions	Tier 4	\$ (14,750.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 44,250.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jun 1, 2024	Jun 1, 2024	ClearGov Setup Services - DBB
Pro-Rata	Jun 1, 2024	Sep 30, 2024	ClearGov Subscription Services - DBB
Initial	Oct 1, 2024	Sep 30, 2027	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jun 1, 2024	-	One Time Setup Fee
Jun 1, 2024	\$ 5,100.00	4 Month Pro-Rata Subscription Fee - DBB
Oct 1, 2024	\$ 44,250.00	Annual Subscription Fee - DBB + OB + CB
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
Valid Until	May 31, 2024	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Appropriations	ClearGov acknowledges that this Service Order is subject to ongoing appropriations by Customer's applicable appropriating body and/or board of directors.
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	Jamie Brown
Title	Interim City Manager

ClearGov, Inc.	
Signature	<i>Bryan A. Burdick</i>
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.