

Contract Between Town of Prosper, Texas, and OpenGov, Inc.

For Licensing and Supporting Application Software

The parties to this "Contract" are OpenGov, Inc.), a Delaware corporation, on behalf of itself and its Affiliates ("OpenGov") and Town of Prosper, a Texas municipality ("Customer"). This Contract sets forth the terms and conditions under which OpenGov will furnish Licensed Products and provide certain services described herein to Customer, and Customer will pay therefor. "Party" means Customer or OpenGov collectively, and Customer and OpenGov shall be referred to as "Parties".

Exhibits attached which are a part of this Contract are:

Appendix A - the OpenGov Investment Quotation for the Town of Prosper, Texas

For and in consideration of the mutual undertakings herein set forth, the Parties hereto agree as follows:

1) DEFINITIONS

The following terms as defined below are used throughout this Contract.

- a) "Affiliate" means a business entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.
- b) "Authorized Copies" means only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined as follows:
 - i) the single copy of the Licensed Software and the related Licensed Documentation delivered by OpenGov under this Contract; and
 - ii) any additional copies made by the Customer, as authorized in Section 3(c) and 3(d).
- c) "Designated System" means the hardware and software as specified, listed in Appendix A, and installed at the location specified in Appendix A.
- d) "Initial Term" is from 10/1/2020 (the "Effective Date") until 9/30/2021.
- e) "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Licensed Software provided by Customer to OpenGov.
- f) "Licensed Custom Software" means any software programs (or portions of programs) developed by OpenGov specifically for Customer's own use.
- g) "Licensed Documentation" means the published user manuals and documentation that OpenGov makes generally available for the Licensed Software.

- h) "Licensed Products" means (1) The Licensed Software, (2) Licensed Documentation, (3) Updates, and (4) Licensed Custom Software provided under this Contract, or (5) any copy of items (1) - (4).
- i) "Licensed Software" means the machine-readable object code version of the software that OpenGov makes generally, commercially available.
- j) "Renewal Term" means each additional renewal period, which shall be for a period of one (1) year.
- k) "Updates" mean any enhanced and/or improved versions of the Licensed Software provided under Appendix A of this Contract and released to the Customer after execution of this Contract.
- l) "Lease Fees" are the sum of annual recurring fees for all software modules contracted by the Customer.
- m) "Extended Support": See Appendix A for a detailed description.
- n) "Annual Recurring Fees" are the sum of all Lease Fees and Extended Support contracted by the Customer.
- o) "Installation" means the service previously provided by OpenGov to install the Licensed Software modules contracted by Customer on the Designated Systems and provision of the Licensed Products to the Customer.
- p) "Conversion" means the service provided by OpenGov to enable (convert and validate) past Customer data into the Designated System.
- q) "Training" means the service provided by OpenGov to train Customer contacts on the use of the Licensed Products.
- r) "Travel" means the expenses required by OpenGov personnel to commute to the Customer site to complete work required by Customer including but not limited to hotel, mileage, meals, and time to commute.

2) PRIMARY CONTACTS AND REPRESENTATIVES.

The primary contact for Customer during the Term of this contract shall be:

January Cook, P.O. Box 307, Prosper, Texas 75078

Both Parties shall notify the other Party in writing of any change in the primary contact.

3) LIMITED USE LICENSE.

- a) In consideration of annual software rental fees and other charges, if any, and the applicable custom software fees, if any, as provided in Appendix A, OpenGov hereby grants Customer and Customer hereby accepts from OpenGov a limited, non-transferable and non-exclusive right to use the Licensed Software only on the Designated System and only for its internal processing needs, subject to the terms and conditions specified herein for a term as provided by Section 11 herein.

- b) Once Customer has paid the annual software rental fees for Licensed Software, Customer shall have the right and license to use the Licensed Software only for the Customer's own use and only on the Designated System for the Term.
- c) In order to assist Customer in the event of an emergency, Customer is permitted to make up to two (2) backup copies on magnetic media of each application of the Licensed Software and one back up copy of the related Licensed Documentation. These Authorized Copies may be stored off-site away from Customer's premises (as specified in the Definitions Section) so long as they are kept in a location secure from unauthorized use. Customer or anyone obtaining access through Customer shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product includes, without limitation, copies of the following:
- i) program libraries, both source or object code;
 - ii) operating control language;
 - iii) test data, sample files, or file lay outs;
 - iv) program listings; and
 - v) licensed documentation.
- d) Upon written request by Customer, and with written permission by OpenGov, additional Authorized Copies may be made for Customer's internal use only.
- e) Customer may use the Licensed Products on the Designated System only while it has access to and operates the Designated System, and only during the Term.
- f) If the Designated System is located at Customer's premises and it becomes temporarily inoperable, Customer may load and use the Software on another System until the original Designated System becomes operable.
- g) Any other use or transfer of the Software will require OpenGov's prior approval, which approval will not be unreasonably withheld, and which may be subject to additional charges.
- h) Customer may use Licensed Products only in and for the Customer's own internal purposes and business operations. Customer will not permit any other person to use Licensed Products, whether on a time-sharing, remote job entry or other multiple-user arrangement. Customer may make back-up archival copies of the Software and any related Updates. Customer will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the location of each of these copies. Customer will not otherwise attempt to copy, translate, modify, adapt, decompile, disassemble or reverse engineer Licensed Products. The Licensed Software will be resident on Customer's Designated System, during the Term of the Contract.

4) PAYMENT.

Customer agrees to pay OpenGov the amounts specified in Appendix A in U.S. dollars and by the date specified in Appendix A. Any amount not paid when due, which is not in dispute, will accrue interest at the rate of one (1) percent per month, or the maximum interest allowable under applicable law, whichever is less. Customer will pay such interest when remitting the principal amount to OpenGov. All amounts under this Contract 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 amounts under this Contract 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 Contract are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

5) LICENSED SOFTWARE UPDATES, CUSTOMER SUPPORT.

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

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

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

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

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

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

viii. On-site support

6) LIMITED WARRANTIES.

a) **Warranty.** OpenGov warrants that Licensed Software and Updates will (1) conform to OpenGov published product manuals in effect on the date of delivery; and (2) perform substantially as described in the accompanying Licensed Documentation after delivery for 90 calendar days. OpenGov does not warranty that the Licensed Products will satisfy or may be customized to satisfy all of Customer's requirements.

b) **Remedies.** In case of breach of such warranty, OpenGov or its representative will use commercially reasonable efforts to correct or replace any defective Licensed Software or Update or, if not practicable, OpenGov will accept the return of the defective Licensed Software and will provide a pro-rata refund to Customer the amount actually paid to OpenGov for the defective Licensed Software, and a pro-rata share of any maintenance fees that Customer actually paid to OpenGov for the period that such Licensed Software was deficient. Customer acknowledges that this Paragraph sets forth Customer's exclusive remedy, and OpenGov's exclusive liability, for any breach of warranty related to the limited warranty of the Licensed Software and Updates.

c) **Disclaimer.** Except as expressly provided in this Contract, all other warranties, conditions, representations, indemnities and guarantees with respect to the Licensed Products whether expressed or imputed, arising by law, custom, prior oral or written statements by OpenGov or its licensors or representatives or otherwise, including, but not limited to, any warranty or merchantability, fitness for particular purpose or non-infringement, are hereby overridden, and excluded and disclaimed.

d) The foregoing warranties do not apply if the Licensed Products have been modified or are supported by any party other than OpenGov or its authorized licensors or representatives.

7) INDEMNITY.

a) OpenGov agrees to indemnify and hold Customer harmless from and against any and all judgments, suits, costs and expenses subject to the limits set forth in this Contract resulting from any alleged infringement of any patent (U.S. only) or copyright arising from the licensing of the Licensed Software pursuant to this Contract.

b) If an action is brought against Customer claiming that Licensed Software infringes a copyright, patent (U.S. only) or a trademark of, or has caused harm to the rights of any third-party, OpenGov will defend Customer at OpenGov's expense and, subject to Section 8 of this Contract, pay the damages and costs finally awarded against OpenGov in the infringement action, or against Customer for an infringement for which OpenGov has agreed to indemnify Customer under this Contract. Such damages are due Customer only under the following

conditions: (1) Customer notifies OpenGov promptly upon learning that the claim might be asserted; (2) OpenGov has control over the defense of the claim and any negotiation for its settlement or compromise; and (3) Customer takes no action that, in OpenGov's judgment, is contrary to OpenGov's interest.

c) If a claim described in Paragraph 7(b) may be or has been asserted, Customer will permit OpenGov, at OpenGov's option and expense, to (1) procure the right to continue using the Licensed Product; (2) replace or modify the Licensed Software to eliminate the infringement while providing functionally equivalent performance; or (3) accept the return of the Licensed Software and provide a pro-rata refund to Customer in the amount actually paid to OpenGov for such Licensed Software that is unused, and a pro-rata share of any Support fees that Customer actually paid to OpenGov for the period that such Licensed Software .

d) Limitation. OpenGov shall have no indemnity obligation to Customer if an infringement claim results from the following:

- i) a correction or modification of the Licensed Software not provided by OpenGov;
- ii) the failure to promptly install an Update; or
- iii) the combined use of the Licensed Software with software not provided or supplied by OpenGov.

8) NO CONSEQUENTIAL DAMAGES.

Under no circumstances will OpenGov or its licensors or representatives be liable for any consequential indirect special, punitive, or incidental damages, whether foreseeable or unforeseeable based on Customer's claims or those of its customers, including, but not limited to, claims for loss of data, goodwill, profits, use of money or use of the Licensed Products, interruption in use or availability of data, stoppage or other work or impairment of other assets out of breach or failure of express or implied warranty, breach of contract, misrepresentation of negligence, strict liability in tort or otherwise, except only in the case of death or personal injury where and to the extent that applicable law requires such liability. In no event will the aggregate liability which OpenGov or its Affiliates or representatives may incur in any action or proceeding exceed the total amount actually paid by Customer for the specific Licensed Product that directly caused the damage.

9) OWNERSHIP.

a) All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Licensed Products and Feedback are and will remain the exclusive property of OpenGov or its licensors, whether or not specifically recognized or perfected under applicable law. Customer shall obtain no right, title or interest in the Licensed Products by virtue of this Contract other than the non-exclusive, nontransferable license to use the Licensed Products as

restricted herein. Customer will not take any action that jeopardizes OpenGov's or its licensor's proprietary rights or acquire any right in the Licensed Products, except the limited use rights specified in Section 3. OpenGov agrees to notify customer in writing if OpenGov determines that Customer has or is about to take any action identified above which Customer has agreed not to take.

b) OpenGov or its licensor will own all rights in any copy, translation, modification, adaptation or derivation of the Licensed Products, including any Feedback, improvement or development thereof.

c) Customer will obtain, at OpenGov's request, the execution of any instrument that may be appropriate to assign these rights to OpenGov or its licensor or perfect these rights in OpenGov's or its licensor's name.

10) CONFIDENTIAL INFORMATION AND NON-DISCLOSURE.

a) Customer acknowledges that Licensed Products incorporate confidential and proprietary information developed or acquired by or licensed to OpenGov. Customer will take all reasonable precautions necessary to safeguard confidentiality or proprietary notice placed on Licensed Products. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

b) Subject to requirements of the Freedom of Information Act (FOIA) and applicable state and local statutes relating to open records, each party shall hold all confidential information in trust and confidence for the Party claiming confidentiality and not use such confidential information other than for the benefit of that Party. The other Party agrees not to disclose any such confidential information by publication or otherwise, to any other person or organization, unless ordered to do so by a court of law or otherwise required under federal or State law.

c) Customer hereby acknowledges and agrees that all Licensed Products are confidential information and proprietary to OpenGov. In addition to other restrictions set forth elsewhere in this Contract or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard OpenGov's proprietary rights in Licensed Products, including without limitation the following measures:

i) Customer shall permit access to Licensed Products only to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.

ii) With respect to agents or third parties, Customer shall permit access to Licensed Products only after OpenGov has approved and returned a written non-disclosure statement to Customer, which approval shall not be unreasonably withheld. OpenGov reserves the right to reasonably refuse access to a third party after it has evaluated the request. Customer agrees to provide information reasonably requested by OpenGov to assist OpenGov in evaluating Customer's request to permit third party access to Licensed Products. In addition to any other remedies, OpenGov

may recover all reasonable and documented damages and legal fees incurred in the enforcement of this provision on third party access,

iii) Customer shall cooperate with OpenGov in the enforcement of the conditions set forth in the non-disclosure statement, or any other reasonable restrictions OpenGov may specify in writing in order to permit or restrict access.

iv) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials.

11) **TERM & TERMINATION.**

a) Unless the Parties mutually agree to renew the Contract for a Renewal Term prior to expiration of the applicable term, this Contract shall terminate at the end of the Initial Term or applicable Renewal Term. The "Term" of this Contract is the Initial Term, and each Renewal Term. An annual price increase of five percent (5%) is applicable after the first year of the Contract.

b) By Customer: If OpenGov materially breaches any term of this Agreement and fails to cure such breach within ninety (90) days after notice by Customer, the Customer may terminate this Agreement immediately upon notice.

c) By OpenGov: If Customer fails to make prompt payments to OpenGov when invoiced and within the time frame outlined in this Contract, or if Customer fails to fulfill its responsibilities as prescribed in this Contract, OpenGov may at its option terminate this Contract, as follows:

i) The termination notice shall define the reason(s) for termination;

ii) If the reason cited for termination is Customer's failure to make prompt payment, Customer shall have fifteen (15) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;

iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Contract.

iv) At the end of ninety (90) days, unless the notice of termination has been revoked in writing by OpenGov, the Contract terminates.

d) This Contract may be terminated without judicial or administrative resolution if Customer or OpenGov, or any of Customer's, or OpenGov's employees or representatives breach any term or condition hereof

i) Either Party may terminate this Contract in the event of bankruptcy, insolvency and/or assignment for the benefit of creditors of or by either Party.

ii) Upon the termination of this Contract for any reason, OpenGov's maintenance and support of the Licensed Products will cease, and the license shall be considered terminated.

iii) Upon termination of this Contract for any reason, Customer shall return or destroy all copies of the previously Licensed Product and shall

cease all use of the Licensed Product and, upon request certify as to such actions.

iv) The provisions of Sections 4 (Payment), 6(c) (Warranty disclaimer), 7 (Indemnity), 8 (No Consequential Damages), 9 (Ownership), 10 (Confidential Information and Non-disclosure), 12 (Right to Inspection), 16 (Notices), and 17 (Miscellaneous) will survive the termination of this Contract.

e) Additionally, Customer may terminate this Contract, upon providing at least ninety (90) days notice prior to the annual anniversary date of the Contract ("**Anniversary Date**") upon the occurrence of an Event of Nonappropriation as defined below. An "**Event of Nonappropriation**" occurs when prior to each Anniversary Date: a) Customer uses all efforts that are lawful and within Customer's official power, to secure the appropriate funds for the next year's Lease Fees, including indicating the Licensed Product serves an essential purpose to Customer; and b) Customer has not acquired, used or issued a proposal for similar products or services during this period or has not hired any third party or allowed its own employees to use other services in place of the Licensed Product. Customer shall permit OpenGov to assist with the efforts in a) above, including providing OpenGov with direct access to Customer's applicable appropriations team.

12) RIGHT TO INSPECTION.

During the term of this Contract, OpenGov or its representative may, upon 30 days prior written notice to Customer, inspect the files, computer processors, equipment and facilities of Customer during normal working hours to verify Customer's compliance with this Contract.

13) INSTALLATION AND TRAINING.

a) OpenGov shall make available to Customer qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. Customer and OpenGov will develop a mutually agreeable training schedule. Costs for hourly services for the first year of the Term are described in Appendix A.

b) Installation and training support services will be performed at Customer's premises, unless otherwise stated.

c) Training shall consist of both operational and administrative information.

d) Training will also include hardware and data communications systems, as applicable, including, but not limited to, system configuration, back-up and recovery training, standards for system management and general operations training for Customer personnel.

e) Each software application training shall be provided by OpenGov. Each program shall be demonstrated step-by-step, practicing each menu, each screen, and each entry as well as explaining how to use the written and/or on-line documentation.

14) INDEPENDENT CONTRACTOR.

OpenGov is an independent contractor. The personnel of one Party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each Party shall be responsible for the acts of its own employees.

15) INSURANCE REQUIREMENTS.

Each Party shall be responsible for Worker Compensation coverage for its own personnel. OpenGov shall not commence work under this Contract until it has obtained Worker Compensation Insurance. OpenGov shall procure and maintain, during the term of this Contract, Worker Compensation Insurance for all of its employees or representatives who engage in the work to be performed. Should Customer require other insurance coverage of OpenGov, it shall be provided at Customer's expense upon notice to OpenGov.

16) NOTICES

Notices to OpenGov shall be mailed certified mail, return receipt requested to: OpenGov General Counsel at 955 Charter Street, Redwood City, CA. 94063 and legal@opengov.com. Notices to Customer shall be mailed certified mail, return receipt requested to:

January Cook, P.O. Box 307, Prosper, Texas 75078

17) MISCELLANEOUS.

- a) All notices or approvals required or permitted under this Contract must be given in writing.
- b) This Contract will bind both the Customer's and OpenGov's Affiliates. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas. If any provision of this Contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Contract.
- c) The prevailing Party in any dispute or legal proceedings enforcing this Contract shall be entitled to recover attorney's fees, witness fees, litigation expenses and costs, as are reasonable and necessary, to be paid by the non-prevailing Party.
- d) OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- e) Except as set forth in this Paragraph, neither Party shall assign, delegate, or otherwise transfer this Contract or any of its rights or obligations to a third party without the other Party's prior written consent, which consent shall not be

unreasonably withheld, conditioned, or delayed. Either Party may assign, without such consent but upon written notice, its rights and obligations under this Contract to: (i) its Affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Contract, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Contract shall insure to the benefit of and bind each Party's permitted assigns and successors.

f) The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

g) 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 Contract, 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.

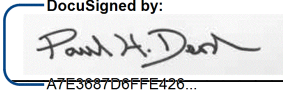
h) If any provision of this Contract is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Contract will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Contract will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Contract.

i) This Contract contains the complete and exclusive statement of the agreement between the Parties concerning the matters referred to herein and replaces any prior oral or written representations or communications between the Parties. Each individual signing below represents that they have the requisite authority to execute this Contract on behalf of the organization for which they represent and that all necessary formalities have been met. This Contract is effective upon the last date shown on this page. No modification of this Contract will be binding, unless in writing and signed by an authorized representative of each Party.

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

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

Town of Prosper, TX

| | | | |
|-----------|---|-----------|------------------|
| Signature |  | Signature | _____ |
| Name | Paul H. Denton | Name | Harlan Jefferson |
| Title | CFO | Title | Town Manager |
| Date | 3/16/2021 | Date | _____ |

Appendix A

1) Installation Time.

Installation has been completed pursuant to the prior agreement between the parties.

2) Licensed Products and Charges:

| Appendix A Charges Summary | Annual Fees |
|-------------------------------|-------------|
| Applications Currently Leased | \$19,862.00 |
| Additional Products/Services | \$3,020.00 |
| Reporting Tools | \$2,985.36 |

| Applications Currently Leased | Annual Lease Amount |
|-------------------------------|---------------------|
| General Ledger | \$1,932.00 |
| Accounts Payable | \$1,381.00 |
| Budget Preparation | \$1,381.00 |
| Payroll | \$1,932.00 |
| Utility Billing | \$2,205.00 |
| Cash Receipts | \$1,654.00 |
| Fixed Assets | \$1,381.00 |
| Purchase Card | \$1,654.00 |
| Payroll Timesheets | \$2,756.00 |
| Payroll Budgeting | \$0.00 |
| Accounts Receivable | \$0.00 |
| Report Distribution | \$0.00 |
| Requisitions | \$2,205.00 |
| STW Tools | \$1,381.00 |
| Total | \$19,862.00 |

| Additional Products/Services | |
|---|-------------------|
| Supporting Software | \$2,420.00 |
| STW Backups | \$600.00 |
| Security License | \$0.00 |
| Email Service | \$0.00 |
| OpenGov Interface | |
| Total Additional Products/Services | \$3,020.00 |

Note: Any amounts that are zero are for applications/products currently not used.

Amounts specified for Vision and Intellicus are based upon the previous year's amounts and may change. The amounts will be billed at the time a bill is received from the vendor.

| Reporting Tools | |
|---|-------------------|
| Intellicus | \$1,500.00 |
| Vision (Infor) | \$1,485.36 |
| Total Additional Products/Services | \$2,985.36 |

3) **Miscellaneous**

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