This AMENDED AND RESTATED Master Services Agreement (this "Master Agreement") is entered into effective as of the _____ day of _____, 2025 (the "Effective Date") by and among OpenGov, Inc., a Delaware corporation registered to do business in the state of Washington ("OpenGov" or "Contractor"), and Snohomish County, a political subdivision of the state of Washington ("County").

RECITALS

WHEREAS, the Cartegraph software was selected through the County's competitive procurement process under RFP-14-14. As a result of the RFP process, Cartegraph Systems, Inc. entered into a Software License and Services Agreement with the County on September 25, 2015, which was later assumed by OpenGov on July 27, 2022; and

WHEREAS, the Software License and Services Agreement was amended to extend and add additional services through Amendment 1, executed June 14, 2017; Amendment 2, executed February 26, 2020; Amendment 3, executed August 26, 2021; Amendment 4, executed October 12, 2021; Amendment 5, executed July 14, 2022; and Amendment 6, executed December 14, 2023 (collectively "the Agreement"); and

WHEREAS, OpenGov, Inc. is committed to providing support for existing on-premise software licensed to the County's under their existing agreement only through the end of the initial agreement in 2026, after which the on-premise version of the software will transition to cloud-hosting services; and

WHEREAS, OpenGov has developed continued functionality for the Cartegraph software product that requires a transition to cloud-hosting services as a part of modernizing the existing Cartegraph commercial-off-the-shelf software. This upgrade to cloud services ensures continued availability of the software and support into the future, and is available to the County at no additional cost just as all other software upgrades in the past; and

WHEREAS, the County desires to upgrade the Cartegraph software and agrees to transition from on-premise database support model to cloud software as a service; and

WHEREAS, the support provided for Cartegraph software was competed when awarded and functionality provided by the software and services does not materially change with the upgrade to cloud software as a service, so in accordance with Snohomish County Code Chapter 3.04.190 and Executive policy POL-1733-01 further competition has been waived by the Executive; and

WHEREAS, OpenGov is honoring the existing contract's pricing and offering caps on price increases after 2026 if the County extends the software services through August 31, 2030; and

WHEREAS, Snohomish County and OpenGov desire to amend and restate the Agreement as set forth herein to reflect the assumption of service terms and conditions by OpenGov, and the necessary change in terms relating to the software upgrade from on-premise Cartegraph Operations Management System licensing and services to Cartegraph Asset Management software as a service.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, the parties hereto hereby agree to amend and restate the Agreement as follows:

1.   The new Master Agreement governing software and services in the upgraded platform is attached hereto and incorporated herein as Exhibit 1. This Master Agreement replaces in full the previous Software License and Services Agreement executed on September 25, 2015, as amended, and all exhibits contained therein.

2.   The Upgrade to Cloud Statement of Work for professional and implementation services to upgrade and migrate from the on-premise Operations Management System platform to Cartegraph Asset Management cloud software as a service is attached hereto and incorporated herein as Exhibit 2.

3.   The Support and Software Service Levels document is attached hereto and incorporated herein as Exhibit 3.

4.   The existing Orange Advantage Statement of Work for professional services shall be retained as Exhibit 4.

5.   The existing Orange Advantage Payment Schedule currently in effect shall be retained as Exhibit 5.

6.   The Payment Schedule is attached hereto and incorporated herein as Exhibit 6.

7.   This Master Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Master Agreement.

        Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Master Services Agreement as of the _____ day of _____, 2025.

SNOHOMISH COUNTY:	OPENGOV, INC.:
Snohomish County Executive Date	By: Sam Kramer Date Title: CFO
Approved only as to form: Wendling, Rebecca — Digitally signed by Wendling, Rebecca Date: 2025.10.02 13:34:57 -07'00'	10/3/2025 Signed by: *Sam Kramer* 042E57B5396E4E8...
Deputy Prosecuting Attorney Date	
Approved as to Insurance and Indemnification provisions: Barker, Sheila — Digitally signed by Barker, Sheila Date: 2025.10.03 15:56:54 -07'00'	
Risk Management Date	

Exhibit 1

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and Snohomish County, a political subdivision of the State of Washington (the "Customer" or "County"). This Agreement, which becomes binding once both 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).

    1.2.   "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems.

    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(s) separately executed by the parties or attached as an Exhibit 6, Payment Schedule, 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 described in the applicable Order Form, Statement of Work, and its Attachments ("Software Services"). Software Services do not include any pre-release features, functionality, and/or software that Customer elects to use while they are in beta.

    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 as stated in Exhibit 3. 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 and attached herein as Exhibit 3, as long as Customer is

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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 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, which is incorporated by reference. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.3.2.   If applicable, relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services require written request from OpenGov, subject to approval 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. 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, including but not limited to load testing, or stress testing; (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

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Customer, and all right, title, and interest in the same is reserved by Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to collect, process, store, generate, and display 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 product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov. OpenGov shall (a) keep and maintain Customer Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for OpenGov's own purposes or for the benefit of anyone other than County without County's prior written consent.

4.3. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry at OpenGov's then-current hourly rate.

4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. 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 Feedback into the Software Services and Documentation. 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.

4.6. Backup and Recovery of Customer Data. As a part of the Services, OpenGov is responsible for maintaining a backup of Customer Data in the event that the Services may be interrupted. Such backup shall have: (1) a recovery time objective ("RTO") of two hours for a single server and 24 hours for a full region, and (2) a recovery point objective ("RPO") of 24 hours. Unless otherwise described in Exhibit 3, backups shall be conducted

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every twenty-four (24) hours. OpenGov shall ensure Customer Data can be restored from such backups in the event of server failure or other failure resulting in data loss. OpenGov shall ensure Customer Data is retained in such backups for the entire term of this Agreement.

4.7.   Loss of Data. In the event of any act, error or omission, negligence, misconduct, or confirmed breach that compromises the security, confidentiality, or integrity of Customer Data ("Occurrence") or the physical, technical, administrative, or organizational safeguards put in place by OpenGov that relate to the protection of the security, confidentiality, or integrity of Customer Data, OpenGov shall as applicable: (a) notify County as soon as practicable but no later than twenty-four (24) hours of becoming aware of such Occurrence; (b) cooperate with County in investigating the Occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law (c) in the case of PII (personally identifiable information), at County's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law; or, (ii) reimburse County for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less that twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the Occurrence; (f) indemnify, defend, and hold harmless County for any and all third-party Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental hereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the Occurrence; and, (g) provide to County a detailed plan within ten (10) calendar days of the Occurrence describing the measures OpenGov will undertake to prevent a future Occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of OpenGov's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps OpenGov has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by OpenGov. This section shall survive the termination of this Agreement.

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 . OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and Documentation that OpenGov has

marked as "Confidential" pursuant to Section 5.4.2 of this Agreement.

5.2.   Confidential Information does not include: (a) data that 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 as authorized by 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.

5.4   Confidentiality and Public Disclosure.

5.4.1   OpenGov acknowledges that it may be provided access to Confidential Information of the County that is not subject to public disclosure pursuant to chapter 42.56 RCW (the Public Disclosure Act). OpenGov shall use its best efforts: (1) not to disclose or disseminate Confidential Information provided by the County to OpenGov to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with OpenGov's obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party not affiliated with this Agreement or for any purpose not required by the Agreement; and (3) to ensure that all persons working for OpenGov, or provided access to the County's Confidential Information for any reason, protect the County's Confidential Information against unauthorized use, dissemination, or disclosure. OpenGov's obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts attributable to the County or its employees.

5.4.2   Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of OpenGov are needed for the County to respond to a request under the Act, as determined by the County, OpenGov agrees to make them promptly available to the County. If OpenGov considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, OpenGov shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by OpenGov and the County determines that

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release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify OpenGov (a) of the request and (b) of the date that such information will be released to the requester unless OpenGov obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If OpenGov fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of OpenGov to claim any exemption from disclosure under the Act. The County shall not be liable to OpenGov for releasing records not clearly identified by OpenGov as confidential or proprietary. The County shall not be liable to OpenGov for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. Notwithstanding the foregoing, County shall give OpenGov at least thirty (30) day's written notice before the release of any record or Confidential Information under this Section by the County.

5.4.3. OpenGov shall indemnify and hold harmless the County, its officials, agents and employees from all loss or expense, including, but not limited to settlements, judgments, attorneys' fees and costs resulting from OpenGov's breach of this provision.

6. Term and Termination

6.1. Initial Term. This Agreement commences on September 25, 2015, and will continue until August 31, 2030, unless earlier terminated pursuant to Section 6.2 or 6.3. During the Initial Term OpenGov will provide support for the on-premises version of the software until services are fully transitioned to cloud-hosting services.

6.2. Renewal. This Agreement shall automatically renew every year on September 1 for an additional one-year term, (each year 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 then-current term.

6.3. Termination for Cause. 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, the non-breaching party may terminate this Agreement.

6.4. Termination for Non-Appropriation. For any term after the first full year of this Agreement, in the event that sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County may terminate this Agreement as a matter of public convenience as provided herein, which is effective at the end of the County's fiscal year. The County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal year, provided the County provides the Contractor written notice prior to the end of the current fiscal year that non-allocation of funds is probable and provides a Notice of Termination no less than 30 days before the end of the fiscal year.

6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a)

Customer shall pay in full for all Software Services and Professional Services for the then-current annual term, (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 other party's Confidential Information in its possession.

6.6.   Transition Services. Except in the case of a termination for cause by OpenGov, at any time prior to the effective date of any termination or expiration of this Agreement, the Customer may request that OpenGov continue to provide the Customer with any Software Services then provided under this Agreement for purposes of transitioning and migrating the Customer off the Software Services ("Transition Services"). Upon such request, the parties will develop a mutually agreed transition plan describing the Transition Services and each party's respective obligations in connection with the transition and migration of the Customer off the Software Services ("Transition Plan"). OpenGov will provide the Transition Services for the period agreed to in the Transition Plan, such period not to exceed 180 days following termination or expiration of this Agreement (the "Transition Period"). The Customer will compensate OpenGov for all Transition Services at rates specified in the Transition Plan or, if no rates are agreed upon by the parties prior to the performance of the Transition Services, at OpenGov's then current rates for the Software Services or Professional Services. All Transition Services will otherwise be subject to the terms of this Contract.

6.7.   Privacy. If OpenGov's use (whether directly or indirectly) of the Customer Data is contrary to any Privacy Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: (1) terminate this Agreement for cause if such breach has not been cured within 30 days of receipt by OpenGov of written notice, and (2) pursue any other legal and equitable remedies.

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 properly prepared invoices within 30 days of receipt. 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 Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by no more than 3% each year, or as otherwise agreed to in the applicable Order Form.

7.1.3.   Travel Expenses. If applicable, OpenGov will invoice Customer for pre-approved travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

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 a late interest penalty of the monthly rate of one and one-half percent (1.5%) in accordance with RCW 39.76.011, or the maximum rate permitted by law, whichever is lower, and (b) If Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 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's 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 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 OpenGov.

7.4.   Dispute. Should the County dispute any of the charges on its invoice, it shall notify OpenGov of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. OpenGov and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date, the County shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of OpenGov, OpenGov shall re-invoice the disputed amount owed then, including interest at the annual rate of one percent (1%) from the original due date, and the County shall pay all amounts agreed or found to be owing to OpenGov within (30) days of the date of the reissued invoice.

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, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as

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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 the completion of Professional Services pursuant to the applicable SOW to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, 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 this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice ("Defect Notice") of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so within 90 calendar days of Defect Notice, Customer may terminate the license for such Software Services and will be entitled to recover all fees paid to OpenGov for the deficient Software Services.

8.1.4. Documentation. OpenGov represents and warrants to the Customer that it will provide to the Customer all necessary Documentation for the Software Services and that such Documentation is detailed and complete and accurately describes the functional and operation characteristics of the Software Services. OpenGov further represents and warrants that it will provide to the Customer updated versions of all such Documentation when it provides updates.

8.1.5. Future Compatibility. OpenGov warrants that all updates, upgrades, and revisions to the Software Services furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the previous version or release of the Software Services furnished under the Agreement, so that such previous versions or releases shall continue to be operable with the Software Services as updated, upgraded, or revised, in materially the same manner and with materially equivalent performance. Without limiting the foregoing, OpenGov further warrants that future updates will not degrade the Software Services, cause a breach of any other warranty, or require the Customer to purchase new or additional hardware or software for continued operation of the Software Services.

8.1.6. Virus Warranty. OpenGov warrants that the Software Services does not knowingly contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Software Services in any manner. OpenGov shall immediately advise the Customer, in writing, upon reasonable suspicion or actual knowledge that the Software Services may result in the harm described above. OpenGov shall indemnify and hold the Customer harmless from any third-party claims resulting from the harm described above. This warranty shall survive

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the expiration or termination of this Agreement.

8.1.7. Intellectual Property. OpenGov represents and warrants to the Customer that the Customer's use of the Software does not and shall not infringe upon any United States patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against OpenGov by any third party based on an alleged violation of such right.

8.1.8. Third Party Warranties and Indemnities. For any third party Software provided by OpenGov to the Customer, OpenGov hereby assigns to the Customer all end-user warranties and indemnities relating to such third party Software. To the extent that OpenGov is not permitted to assign any of such end-user warranties and indemnities through to the Customer, OpenGov shall enforce such warranties and indemnities on behalf of the Customer to the extent OpenGov is permitted to do so under the terms of the applicable third party agreements. This warranty shall survive the expiration or termination of this Agreement.

8.1.9. Privacy. OpenGov acknowledges that the Customer Data may contain personal data, the use of which data is subject to various Privacy Laws, including all state, federal, and international laws and regulations and state, federal, and national government agency orders and decrees to which the Customer may be subject ("Privacy Laws"), including Chapter 19.255 RCW, as well as certain restrictions imposed on the Customer Data by the data subjects or other third party data providers. OpenGov agrees to strictly abide by all such restrictions pertaining to the Customer Data, as they are promulgated and applied, currently and in the future. Furthermore, OpenGov shall in good faith execute any and all agreements that the Customer is required to have OpenGov execute in order that the Customer may comply with any Privacy Laws.

8.1.10. Regulatory Requirements. OpenGov represents and warrants to the County that the Software meets and satisfies all regulatory requirements that apply to the Software for its intended use, and that Software meets and satisfies all of the regulatory requirements of the Americans with Disabilities Act, or Sections 504 and 508 of the Rehabilitation Act of 1973. OpenGov further warrants that OpenGov, its employees, agents, and subcontractors shall comply with all applicable employment and business regulatory requirements for entities registered to conduct business in the State of Washington.

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 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 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 24 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. [Intentionally Deleted.]

10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107. Customer's addresses for notice are: DIS.Admin@co.snohomish.wa.us with a mailed copy to Snohomish County Information Technology Department, 3000 Rockefeller Avenue, Mail Stop 709, Everett, WA 98201.

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 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 4 (Intellectual Property Rights; License Grants; Access to Customer Data), Section 5 (Confidentiality), Section 6 (Term and Termination), Section 7 (Payment of Fees), 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. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.

10.11. Access to Books and Records. OpenGov agrees that an authorized representative of the County shall, upon reasonable notice, have access to and the right to examine any pertinent books and financial records of OpenGov related to the performance of this Agreement. OpenGov shall maintain such books and financial records for this purpose for no less than six (6) years after the termination or expiration of this Agreement. In no event shall any audit occur: (1) more than once per calendar year, (2) without giving at least three business days prior written notice (3) outside of OpenGov's normal business hours, or (4) on systems where such audit may, in OpenGov's sole reasonable discretion, violate its third party confidentiality obligations.

10.12. Incorporation of Exhibits. Exhibits 1, 2, 3, 4, 5, and 6 referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

10.13. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

11. Insurance

11.1 **No Limitation.** OpenGov's maintenance of insurance as required by this Agreement shall not be construed to limit any other rights under this Agreement.

11.2 **Minimum Scope of Insurance and Limits.** OpenGov shall obtain and maintain continuously and for the duration of the Agreement, and for one year following termination, the following insurance:

1. **Commercial General Liability Insurance** with a minimum limit of $1,000,000 per occurrence, $2,000,000 general aggregate, and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

2. **Worker's Compensation Coverage** as required by the laws of the State of Washington. OpenGov's obligation shall extend to itself and any subcontractors working on behalf of OpenGov and must be obtained before performing any work under the Agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for OpenGov, its

employees, consultants, or subcontractors that might arise under the Washington State Industrial Insurance laws.

3. **Technology Professional Liability Errors and Omissions Insurance** appropriate to OpenGov's profession and work hereunder, with limits not less than $1,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by OpenGov in this agreement and shall include, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.

4. **Cyber Liability coverage** with limits not less than $1,000,000 per claim.

11.3 **Other Insurance Provisions.** The required Commercial General Liability Insurance and Professional Technical Liability Policies shall meet the following requirements:

1. OpenGov's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A-:VII.

2. OpenGov's Commercial General Liability insurance coverage shall be primary and non-contributing insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be excess of OpenGov's insurance and shall not contribute with it.

3. OpenGov shall provide at least thirty days prior written notice by certified mail, return receipt requested, of any impending cancellation, non-renewal, expiration, or reduction in coverage.

4. OpenGov shall furnish the County with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of OpenGov before commencement of the work.

12. Non Discrimination

12.1. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law Against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

OpenGov shall comply with chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by OpenGov of

OpenGov's compliance with the requirements of chapter 2.460 SCC. If OpenGov is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect OpenGov's obligations under other federal, state, or local laws against discrimination.

12.2   Federal Non-Discrimination. The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title BI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

Snohomish County		**OpenGov, Inc.**	
Signature	_____	Signature	Signed by: *Sam Kramer* 042E57B5396E4E8...
Name	_____	Name	Sam Kramer
Title	_____	Title	CFO
Date	_____	Date	10/3/2025

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EXHIBIT 2
Upgrade to Cloud Statement of Work

THIS Statement of Work ("**SOW**") is made part of and incorporated by this reference into the Amended and Restated Master Services Agreement (the "**Agreement**") entered into by and between Snohomish County (the "**County**"), and OpenGov, Inc. (the "**Contractor**").

NOW THEREFORE, it is hereby understood and agreed that all work will be pursuant to the provisions, terms and conditions of this SOW, the Agreement, and in accordance with the specifications set forth herein.

1. <u>DEFINITIONS</u>

Capitalized terms used in this SOW and not otherwise defined herein have the meanings defined for them in the Agreement. When used herein with initial capitalization, whether in singular or plural, the following terms shall have the following meanings:

1.1 *"Acceptance" and "Accepted"*

This shall mean that: (i) the work and/or deliverables substantially satisfy the functions and specifications agreed to by both Parties and as described herein; and (ii) the work and/or deliverables shall be deemed delivered and acceptable by the County, following completion of any acceptance testing with written acknowledgement from the County testifying of acceptance if applicable, after the rendering of work and the delivery of deliverables as described in this SOW and the Agreement.

1.2 *"Critical Defect"*

This shall mean any Defect that (1) severely impacts the County's ability to use the software or the system or the Contractor's ability to provide services, or (2) has a significant financial impact on the County.

1.3 *"Defect"*

This shall mean (1) any failure of the software to operate in accordance with the documentation, functional specifications, or performance standards; and/or (2) any failure of the Contractor to perform the services in accordance with Exhibit 4.

1.4 *"Hosted Software Services"*

This shall mean services which shall be made available by the Contractor to the County as a service via the internet in accordance with this Agreement.

1.5 *"Maintenance Services"*

This shall mean the general maintenance of the platform and Hosted Software Services, and the application of Updates and Upgrades.

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1.6 "Support Services"

This shall mean support in relation to the use of, and the identification and resolution of errors in, the Hosted Software Services, but shall not include the provision of training services.

1.7 "Update"

This shall mean a hotfix, patch or minor version update to any platform software.

1.8 "Upgrade"

This shall mean a major version upgrade of any platform software.

2. WORK

2.1 Scope of Work.

The Contractor shall upgrade and migrate the County's existing on-premise Operations Management System licensing and services to Cartegraph Asset Management cloud software as a service. Upgraded system licensing and support in the Cartegraph Asset Management cloud software and pricing referenced in this SOW shall include migration of all Customer Data held within the on-premise Operations Management System, and provide for at minimum, existing user license counts, and data storage and compute to support up to 3TB of data.

2.2 Contractor Requirements and Deliverables

Upon implementation, the Contractor shall meet the following objectives and deliverables as detailed in this SOW, and Attachment 1 Upgrade to Hosted Project Plan ("Plan").

2.2.1   County Acceptance Criteria:

a. County staff have access to the production, test, development, and sandbox environments
b. Migration of Customer Data and integrations have been completed successfully
c. County staff have been trained on, and can successfully operate the system
d. County staff are successfully able to fully access and utilize Scenario Builder without interruption, as an interface with cloud-based availability
e. Hosted site implementation is complete and operating as expected with no Critical Defects

3. CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor to provide:

(a) A primary point of contact to act as Project Manager ("CPM") and work with Snohomish County's Project Manager ("SCPM"), or other designated representative.

(b) Professional staff to perform or manage the functions described in this SOW. The assignment of such Contractor staff shall be disclosed to County and shall be subject to County's approval. County may direct the Contractor to remove or reassign any staff that the County determines to be unqualified or unsuitable; however, County's right to do so does not implicate County as party to Contractor's obligations in the SOW.

(c) Reports- Weekly and/or monthly status reports as required by SCPM.

(d) New hosted production and sandbox environments.

(e) Location for County to upload files.

(f) Sandbox Esri connections (4 DTUs).

(g) Scenario Builder: an interface with cloud-based availability.

(h) Training and reference materials sufficient to educate end users in routine use of the system. Training and reference materials sufficient to educate administrative users to successfully operate full features and functionality of the system, including:
   i. Advanced reporting
   ii. Basic preventive maintenance
   iii. Advanced preventive maintenance
   iv. Basic automation manager
   v. Advanced automation manager
   vi. Basic & Advanced Resources

3.2 Contractor Tasks and Responsibilities:

(a) Provide initial and any updates to Attachment 1 – Upgrade to Hosted Project Plan ("Plan") as needed and provide to County for review and approval.

(b) Complete all tasks and deliverables as detailed in Attachment 1 – Upgrade to Hosted Project Plan.

(c) Ensure adherence to the project scope and schedule.

(d) Manage risk, including notifications to the County's Project Manager within 24 hours – via email or phone – when the project scope or schedule may be impacted, as well as providing mitigation plans.

(e) Provide written status reports, which include schedule updates, all reported issues and their statuses, weekly via email.

(f) Be available for status calls as requested by County.

(g) Provide monthly updates to steering committee via in person or online meeting as requested by the County.

(h) All additional tasks required to achieve the results specified herein.

4. COUNTY'S RESPONSIBILITIES

4.1 Complete obligations

A complete list of County's obligations under this SOW is set forth below. All other work, resources, personnel, data, software, etc. required for the Contractor to achieve the results specified herein (limited only by the Scope of this SOW) are the sole and exclusive responsibility of the Contractor.

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4.2 County Tasks and Responsibilities:

(a) Review and provide formal written approval of the initial Plan, and any updates to the Plan. The County's right to approve or reject these items does not implicate the County as party to the Contractor's obligations.

(b) Provide SQL backup and zip copy of project home.

(c) Set and advise Contractor of the migration date.

(d) Lock production site on a date agreed upon by both parties.

(e) Send backup and new project home items.

(f) Notify end users of new url.

(g) System testing in accordance with approved test plan.

(h) Review and provide formal written approval of work performed by Contractor as set forth in Section 6.1.

5. <u>PROJECT MANAGEMENT</u>

Snohomish County project management best practices will be observed, including County change control procedures and weekly project status update meetings with the participating project team (Contractor/County). The County Project Manager and the Contractor will negotiate the Acceptance level of project management oversight at the kickoff meeting.

6. <u>ACCEPTANCE TESTING</u>

6.1 Acceptance Testing

1. Within fifteen (15) business days of the Contractor providing notice to the County that the system has been installed and County personnel have been trained in accordance with the Agreement, the County shall begin the acceptance testing process.

2. The acceptance testing shall include thirty (30) days of continuous operation of the system without Defect in accordance with all functional specifications, performance standards, and documentation in the County's fully implemented production environment.

3. If the County accepts the work, the County will provide a written notice of Acceptance to the Contractor.

4. If County determines that the work is not acceptable, the County shall notify the Contractor in writing, describing the deficiencies.

5. Upon receipt of a notice describing the deficiencies described in the preceding section, the Contractor shall either provide a detailed, written plan to achieve Acceptance or make corrections or replacements within an agreed upon time with no charge to the County. The parties shall agree on a start date for beginning another Acceptance testing period.

6. Another thirty (30) days of continuous operation of the system without Defect in accordance with all functional specifications, performance standards, and documentation in the County's fully implemented production environment shall follow any corrections or replacements. A third or additional Acceptance testing period may occur if agreed to by the parties.

7. If the County Accepts the system following a second or subsequent Acceptance testing period, the County will provide a written notice of Acceptance to the Contractor.

8. If the Contractor does not correct or replace the unacceptable aspects of the system, the County may declare a breach of the Agreement.

7. <u>CHANGE MANAGEMENT</u>

Organizational Change Management

Understanding who will be impacted by the change, areas of concern within the organizational structure, mitigation plans and an overall implementation methodology that incorporates the proper communication and training plans for moving to a new system is important.

This organizational change management focus includes the below tasks as part of the SOW of this project. This shall be planned and agreed to by both the Contractor project manager and the County project manager, as applicable to the project objectives together, the project managers shall:

1. Identify stakeholders and develop and manage plans, expectations, and project business goals

2. Assess change(s) – including business processes, roles and responsibilities

3. Develop and implement project planning, status reporting, project reporting

4. Develop and implement communications plan – agendas, meeting notes, timelines, status reports, and facilitate stakeholder communication and meetings, including all-hands meetings

5. Develop and implement risk mitigation plans

6. Develop training plans – informal, formal, various styles, workshops, end-to-end System testing, train-the-trainer, online help, refresher training

7. Manage milestone lessons learned process –continuous feedback loop and areas for correction

8. Track milestone markers –audits, key performance indicators (KPIs), monitoring and controlling, celebrate the successes!

9. Identify champions of change – County team members to help shape a change management culture from within the County.

Because Contractor does not know the County individuals' skill sets, history with the County offices, prior experiences, personalities and backgrounds nearly as well as the County management staff does, organizational change efforts are a joint responsibility. Organizational change management tasks will be jointly created and managed by both parties. Contractor will supply templates and tools for the organizational change management activities as listed above, and work to refine, implement and monitor them with the County Project Manager. Both parties may assign specific roles under this area to various leads on the team who can influence and manage change at different levels.

Communication and training are critical to change management. The Contractor project management team will work with the County project management team to ensure they have the information necessary to disseminate to the rest of the County staff.

Contractor and County will develop a plan to ensure open and two-way communication. By keeping staff informed, the County shall be able to minimize the unknown factors that can hinder successful change management. As a part of the configuration phases, County team leads will receive hands-on experience with the new software using Customer Data as early in the project cycle as possible and no later than the start of Conversion 2. As the team becomes comfortable with the new software and its improved features with early reviews, informal/formal training sessions, End to End System Testing and other activities, adversity to change is significantly reduced.

8. PROJECT COMPLETION CRITERIA

The full solution supplied by the Contractor (including all, software, custom configurations, training, and support agreements) has been installed or delivered to the County and are fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested by the County, and Accepted through testing (at the discretion of the County).

9. ROLLING ESTOPPEL

County assumes responsibility for providing the resources as indicated in the SOW. County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein County is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested

solutions to the situation(s). These suggestions should be in sufficient detail so that County project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the change order procedures.

Any changes to the scope of this SOW must be agreed to in writing, by both the County and Contractor, and documented via a written change order. A formal amendment to the Agreement may be required.

10. TIMELINE

Time is of the essence. Contractor is required to meet all milestones specified in the SOW and Attachment 1 – Upgrade to Hosted Project Plan.

11. FEES

All implementation work and general training on the upgraded platform will be completed at zero cost to the County. Any specific training or customized work will use Orange Advantage hours.

12. PROJECT MANAGERS

County Project Manager ("SCPM")		Contractor Project Manager ("CPM")	
Name:	Terrence Broadus, Project Manager	**Name:**	Tommi Gonzales, Special Projects Manager
Address:	Continuous Improvement 3000 Rockefeller Ave Everett, WA 98201	**Address:**	OpenGov, Inc. PO Box 103366 Pasadena, CA 91189-3366
Phone:	(425) 388-3837	**Phone:**	916-693-1695
Email:	Terrence.broadus@snoco.org	**Email:**	T.gonzales@opengov.com
Name:	Michael Neuterman, Technology Manager	**Name:**	Laura Ball, Customer Success Manager
Address:	Public Works 3000 Rockefeller Ave Everett, WA 98201	**Address:**	OpenGov, Inc. PO Box 103366 Pasadena, CA 91189-3366
Phone:	425-312-0733	**Phone:**	801-915-6545
Email:	Michael.neuterman@snoco.org	**Email:**	L.ball@opengov.com
Name:	Ciara Bertulfo	**Name:**	Anne Dolphin
Address:	Information Technology 3000 Rockefeller Ave Everett, WA 98201	**Address:**	OpenGov, Inc. PO Box 103366 Pasadena, CA 91189-3366
Phone:	425-312-0682	**Phone:**	563-451-6788
Email:	Ciara.bertulfo@snoco.org	**Email:**	adolphin@opengov.com

Escalation path

Snohomish County:

Brian Beason, Administrative Operations Manager, 425-388-3862, brian.beason@snoco.org

OpenGov, Inc:

Jon Sweet, SVP Operations, (845) 625-8372, jmsweet@opengov.com

13. **SERVICES**

   13.1 *Hosted Software Services.*

   1. The Contractor shall create an account for the County and shall provide to the County login details for that account on the Effective Date.

   2. The Contractor shall provide the County with initial data storage of 3 Terabytes. The Contractor does not anticipate the County will reach this limit, so there will be no additional storage cost.

   3. The Contractor shall provide the County with licenses as described in Exhibit 6.

   4. The County shall use reasonable endeavors, including reasonable security measures relating to account access details, to ensure that no unauthorized person may gain access to the Hosted Software Services using an account.

   5. The Contractor shall use reasonable endeavors to maintain the availability of the Hosted Software Services to the County.

   6. Downtime caused directly or indirectly by any of the following shall not be considered a breach of the Agreement:

      a. A force majeure event;

      b. A fault or failure of the internet or any public telecommunications networks;

      c. Any breach by the County of this Agreement; or

      d. Scheduled maintenance carried out in accordance with the Agreement.

   9. The County must not use the Hosted Software Services in any way that causes, or may cause, damage to the Hosted Software Services or platform or impairment of the availability or accessibility of the Hosted Software Services.

   10. The County must not use the Hosted Software Services:

      a. In any way that is unlawful, illegal, fraudulent or harmful; or

      b. In connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

11. The County has no right to access the software code (including object code, intermediate code and source code) of the platform, either during or after the term.

13.2 Maintenance Services.

1. Contractor shall provide the Maintenance Services to the County for the term of the Agreement.

2. Contractor shall give the County at least ten (10) business days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Software Services or are likely to have a material negative impact upon the Hosted Software Services, without prejudice to the Contractor's other notice obligations under the Agreement.

3. Contractor shall give the County at least sixty (60) business days' prior written notice of the application of an Upgrade to the platform. In addition, Contractor shall provide the County with a test version of the upgraded platform at least thirty (30) business days' prior to the migration to the new version.

4. Contractor shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Contractor's industry.

5. Contractor may suspend the provision of the Maintenance Services if any amount due to be paid by the County to the Contractor under the Agreement is overdue, and the Contractor has given to County at least thirty (30) days written notice of an undisputed invoice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

13.3. Support Services.

1. Contractor shall provide Support Services to the County during the term of the Agreement.

2. Contractor shall make available to the County a helpdesk to provide standard software technical support as described in Exhibit 3 of the Agreement.

3. Contractor shall provide the Support Services in accordance with the standards of skill and care reasonable expected from a leading service provider in the Contractor's industry.

4. County may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the County must not use the helpdesk for any other purpose.

5. Contractor shall respond promptly to all requests for Support Services made by the County through the helpdesk.

6. Contractor shall provide the Services according to the performance criteria and Service Level Standards for standard support set forth in Exhibit 3 of the Agreement.

14. SAML 2.0 COMPLIANCE

Annual Certificate Updates

In a future engagement, the County and Contractor may establish single sign-on integration. After the solution integrates with County's Active Directory Federation Services (ADFS) then SAML2.0 compliance is required. The Contractor shall ensure compliance with SAML 2.0 for end user authentication during the term of this Agreement.

15. SITES AND LOCATIONS

All work will be conducted remotely.

16. ATTACHMENT(S)

Attachment 1 – Upgrade to Hosted Project Plan

Integration Name/Description	Owner Workgroup		OpenGov
DTU Training	OpenGov team will train & deploy		OpenGov will train Snohomish on using the DTU. Setting up new imports and exports, Snohomish will them duplicate the steps for each addional import\export. OpenGov will create all scheduled auomations
Labor Log Time entries from Cartegraph	IT	Export from Cartegraph or FME API	OpenGov to create a scheduled automation for the provided IMX file, it will be scheduled to run at the designated time each day
Cartegraph Labor Import	IT	Import into Cartegraph or FME API	OpenGoc to create a scheduled automation for the provided IMX file, it will be scheduled to run at 10 pm each day
Labor Log Import	IT	Import into Cartegraph or FME API	OpenGoc to create a scheduled automation for the provided IMX file, it will be scheduled to run at the designated time each day
Cartegraph Equipment Usage Export	IT	Export from Cartegraph or FME API	OpenGov to create the scheduled export automation at the designated time, or since it seems to not be a scheduled event can this be accomplished using the API by Snohomish or create a custom view with the content, create an automation with the attached report
SeeClickFix integration for County Fair sanitation (customers report bathroom, hand sanitizer, handwash station issues)	Parks/Airport		Standard integration, comunicate necessary url changes to SeeClickFix

Snohomish	Estimated Hours	Integration Name/Description	Status	Dataset(s) Accessed/Referenced
Snohomish to provide the IMX and setup a DTU to transfer the file 30 minutes after the scheduled export.		Labor Log Time entries from Cartegraph	Active	no sql
Snohomish to provide the IMX, comma delimited file for import and setup a DTU to transfer the file 30 minutes prior to the scheduled import.		Cartegraph Labor Import	Active	Highline View - no quereies
Snohomish to provide the IMX, comma delimited file for import and setup a DTU to transfer the file 30 minutes prior to the scheduled import.		???	Active	From CSV to CG
Snohomish to create an export of the fields that are required.		Cartegraph Equipment Usage Export	Active	No sql
NA	1 hour	SeeClickFix integration for County Fair sanitation (customers report bathroom, hand sanitizer, handwash station issues)	Active	Cartegraph-powered integration, County-side automation to sort by CG Issue type to assign CG Request to correct party

Dependent Dataset(s)/Direct to SQL	FME Job Name	Timeframe/Frequency	Notes
Cartegraph_LaborLog_Export_DateRange_Prod.fmw	Cartegraph_LaborLog_Export_DateRange_Prod.fmw	Manual run. Mostly by: SPWAMD Anna Dietz;	Used for Cartegraph to UKG (formerly Kronos) Labor Hours, Rate, Work Title, OOC, and Job Costing Daily, Weekly, and End of Pay Period reconciliation for timekeeping; data is exported for the first day of the pay period and each consecutive day until the end of the week, then the end of the week is exported and reconciled.
Cartegraph-Labor-Import.fmw	Cartegraph-Labor-Import.fmw	Automation: Daily 22:00	
Cartegraph-LaborLog-Export-Date-Update-Prod.fmw	Cartegraph-LaborLog-Export-Date-Update-Prod.fmw	Manual run. Mostly by: SPWAMD Anna Dietz;	Used to insert a date onto each labor log entry's Export Date field in Cartegraph that was reconciled and exported into UKG (formerly Kronos) -- Labor Hours, Rate, Work Title, OOC, and Job Costing End of Pay Period reconciliation for timekeeping; used in conjunction with a Cartegraph automation that prevents any modification of the labor log from when the Export Date is not null.
Cartegraph-Cayenta-EquipmentUsage_Prod.fmw	Cartegraph-Cayenta-EquipmentUsage_Prod.fmw	Manual run on FME by: SPWMAD (only ran twice 6-13-24 and 6-4-24)	
Requests	N/A	Realtime	QR codes generated through bit.ly and uploaded to SCF through direct link (auto-populates some fields, depending on CG Request Issue) Has not been updated since 2019 OG no longer supporting SCF, but unsure whether in-house expansion/development of existing will be possible Created in partnership between PW/OpEx, no IT involvement (Blair Marshall, John Juker led efforts) IT requesting documentation for processes in place

Upgrade to Hosted Project Plan Gantt

PROJECT TITLE	Snohomish Upgrade to Hosted
VENDOR PROJECT MANAGER	John Pahl
COUNTY PROJECT MANAGER	Terrence Broadus
Date	7/28/2025

TASK TITLE	TASK OWNER	Task Status
Upgrade to Hosted		
OpenGov to setup new hosted product and sandbox environments	Anne Dolphin	Complete
OpenGov to provide a location for Client to upload files	Joshua Koppel	Complete
OpenGov create account for App Support (SIS-ApsSPT@co.snohomish.wa.us)	OpenGov / Snohomish	Complete
OpenGov updated project plan gantt (removed DTU build)	OpenGov / Snohomish	Complete
Data Transfer Milestone (for Sandbox) (Current - Aug 1st)		
Client to provide SQL backup and zip copy of project home	Customer Team	Complete
County IT open ticket with Aalta (https://aalta.freshdesk.com/support/login)	Ciara Bertulfo	Complete
Backup copy placed on \\snoco\apps\SqlBackUp1\AaltaBackup (sample name: SPW_Cartegraph_04_11.bak)	Ciara Bertulfo	Complete
Create zip file of \\snoco\apps\SPW_CartFile\Prod\ProjectHome	Ciara Bertulfo	Complete
Database backup and zip file placed on OpenGov's SFTP	Ciara Bertulfo	Complete
Draft process documentation for Database & Project Home data transfer	Ciara & Terrence	In Progress
OpenGov to receive a copy of database and project home from client	Joshua Koppel	Complete
Opengov to Setup and copy data to hosted production and sandbox environments	Joshua Koppel	Complete
OpenGov to setup \ Sandbox Esri connections (4 DTUs)	Joshua Koppel	Complete
Setup ArcGIS online and SSO Cartegraph login	Joshua Koppel/Snohomish	In Progress
Build out Cloud based views	Anne/Snohomish	Complete
Data Migration Milestone (Sandbox) (Aug 4th - Aug 22nd)		
Establish production benchmarks (record courts, performance execution time)	Ciara, Blair	Not Started
Update FME connection configurations/URL/API Key	Ciara Bertulfo	Not Started
Schedule start date & time for FME processes	Project Team	Not Started
County IT run FME process (Labor Log Time entries from Cartegraph) for Sandbox environment	Ciara Bertulfo	Not Started

County IT run FME process (Cartegraph Labor Import) for Sandbox environment	Ciara Bertulfo	Not Started
County IT run FME process (Labor Log Import) for Sandbox environment	Ciara Bertulfo	Not Started
County IT run FME process Cartegraph Equipment Usage Export) for Sandbox environment	Ciara Bertulfo	Not Started
Blackout period Aug 11 - Sept 1	Project Team	Not Started
Validation checks (records counts, metadata, spot checks)	Project Team	Not Started
Validation & Testing Milestone (Sandbox) (Aug 25th - Sept 12th)		
Functional Testing: Validate functionality, workflows, reports, etc.. (benchmarks from on-premise system)	Project Team	Not Started
UAT: Create and test real world use cases (Airport)	Project Team	Not Started
UAT: Create and test real world use cases (Road Maint.)	Project Team	Not Started
UAT: Create and test real world use cases (Solid Waste)	Project Team	Not Started
UAT: Create and test real world use cases (DCNR)	Project Team	Not Started
Client Sign-off on UAT	Project Team	Not Started
UI/UX Training/Workflow Changes Milestone (Sandbox) (Sept 22nd - Oct 17th)		
Identify differences between Cloud & On-Premise workflows	OpenGov / Snohomish	Not Started
Training Plan determined	Project Team	Not Started
Training Resource Scheduled: Orange Advantage Support	Project Team	Not Started
Training Material made available to end users	Project Team	Not Started
Mobile Device Deployment (Sandbox)		
Determine installation & testing process	Project Team	Not Started
Confirm Cartegraph One is compatible with new iOS version	Project Team	Not Started
Update mobile device iOS (Apple/Android). Can this be accomplished via MDM?	Project Team	Not Started
Reauthorize permissions for location services, camera access	Project Team	Not Started
Install Cartegraph Asset Management app from play store	Project Team	Not Started
Configure the Cartegraph Asset Management app. Can this be accomplished via MDM? Manual URL? Vendor provided QR Code?	Project Team	Not Started
Provide clear update instructions	Project Team	Not Started
Validate ability to login to Cartegraph One and Cartegraph Asset Management app from one mobile device	Project Team	Not Started
Client Approval of Mobile Deployment	Project Team	Not Started
Cutover & Go-Live Planning (Oct 27th - Nov 8th)		
Set migration date	OpenGov / Snohomish	Not Started
Go-Live Notification (3 week lead time)	Project Team	Not Started
Set migration date (follow the start of a new pay cycle??)	Project Team	Not Started
Client notifies end users of new url	Project Team	Not Started
System Freeze: On an ageed upon date, Admin lock the Production site	Project Team	Not Started
Final Data Transfer	Ciara Bertulfo	Not Started

Client send backup and new project home items	Ciara Bertulfo	Not Started
Final Data Sync (Saturday Morning)	Customer Team	Not Started
OpenGov to restore backup in hosted production (3 - 4 hrs)	Joshua Koppel	Not Started
GIS Integrations	Joshua Koppel	Not Started
Completed; new site is up. Transition fully to cloud	Joshua Koppel	Not Started
Vendor go-live support team available	OpenGov / Snohomish	Not Started
Deactivate on-premise system	Project Team	Not Started
Change Management (tasks will be executed alongside regular project tasks)		
100% URL Migration Completed Across Devices	Chg Mgt Team	Not Started
URL Change instructions issued and followed	Chg Mgt Team	Not Started
Dept. Administrators provide confirmation of URL updates	Chg Mgt Team	Not Started
Project Communication	Chg Mgt Team	Not Started
Create Communication Plan	Chg Mgt Team	Not Started
Create feedback survey to show 85% satisfaction with project communications	Chg Mgt Team	Not Started
Project Team & SME's trained and prepared	Chg Mgt Team	Not Started
Create training attendance log, feedback forms, etc..	Chg Mgt Team	Not Started
User Adoption	Chg Mgt Team	Not Started
User Satisfaction Post Migration	Chg Mgt Team	Not Started
Training Completion by End Users	Chg Mgt Team	Not Started
Project Closure & Review (Nov 10th - Nov 21st)		
Confirm that Cartegraph system is fully configured and operational	Project Mgmt	Not Started
Obtain formal sign off from stakeholders	Project Mgmt	Not Started
Knowledge Transfer	Project Mgmt	Not Started
Lessons Learned/Celebrate & Acknowledge Team	Project Mgmt	Not Started

Exhibit 3
Support and Software Service Levels

This Support and Software Services Levels Exhibit ("Support Exhibit") applies to OpenGov's Master Services Agreement or End User License Agreement (each the "Agreement"). Capitalized terms not defined herein have the meaning indicated in the Agreement. To access support and receive important notifications about changes to the Software Services, Customers must opt in to OpenGov's support portal (the "OpenGov Help Center").

1.   Support for OpenGov Software Services

Table 1: Standard and Premium Support Offerings

Offering	Standard	Premium
Unlimited Number of Support Cases per Year	✓	✓
Unlimited Access to OpenGov Help Center	✓	✓
Unlimited Access to OpenGov Status Page	✓	✓
Unlimited Access to OpenGov University	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Increased Response Times	-	✓*

* See Table 2 for increased response times for premium support, which includes 24/7/365 support for Urgent severity cases.

Table 2: Severity Levels and First Response Times

Severity Level*	Severity Definition	First Response Time	
		Standard	Premium
Urgent	Complete loss of Software Services with no workaround, blocking the Customer's business operations.	One (1) Business Hour	One (1) Calendar Hour
High	Severe defect or configuration issue with no workaround, causing significant disruption to the Customer's business operations.	One (1) Business Day	Two (2) Business Hours
Normal	Partial reduction in Software Services with a workaround available, resulting in low-to-medium impact on the Customer's operations.	Four (4) Business Days	Eight (8) Business Hours
Low	Routine support requests for minor issues with negligible to low impact on the Customer's business operations.	Eight (8) Business Days	Two (2) Business Days

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

2.   OpenGov Uptime Percentage
   2.1. OpenGov's Quarterly Uptime Percentage is 99.9% for the Software Services (excluding any OpenGov software not hosted by OpenGov).

2.2. Unavailability is defined as any 1-minute period where all connection requests to the Software Services fail ("Failed Connection"). A Failed Connection is counted only once per 1-minute period and not across overlapping periods (e.g., 12:00:00–12:00:59 and 12:00:30–12:01:29). OpenGov measures uptime using industry-standard monitoring tools.

2.3. "Quarterly Uptime Percentage" is calculated by subtracting from 100 the percentage of 1-minute periods during any quarterly billing cycle that the Software Services are Unavailable out of the total number of minutes in that quarterly billing cycle.

2.4. Process. Customers shall notify OpenGov of any Unavailability via the OpenGov Help Center within 30 days of the Unavailability event.

3. **Exclusions**. This Support Exhibit does not apply to any:

3.1. Features designated Beta;

3.2. Issues or configuration changes caused by third party software or services;

3.3. Scheduled maintenance communicated at least 24 hours in advance via the OpenGov Help Center;

3.4. Support for issues related to the operation of the Software Services due to Customer's firewall or hardware (e.g. personal computers or browser issues) and loading required add-on programs;

3.5. Unforeseen high user request volume from the Customer;

3.6. On-site support; and

3.7. Errors resulting from:

3.7.1. Abuses or behaviors violating the Agreement;

3.7.2. Customer's unauthorized actions, inaction, or those of Customer's employees, agents, contractors, or vendors, or unauthorized access through Customer's passwords or equipment due to inadequate security practices;

3.7.3. Failure to adhere to required configurations, use supported platforms, follow acceptable use policies, or misuse the Software Services beyond its intended functionality or OpenGov's published guidance.

Exhibit A-4 Orange Advantage Scope of Work

Orange Advantage Support Subscription

Beginning January 1, 2024, Cartegraph shall provide sixty-four (64) hours of professional services annually to the County's Public Works Department, Department of Conservation and Natural Resources, and Airport. The deliverables will be defined, and agreed upon, by both County and Cartegraph's project managers. Deliverables may include, but will not be limited to the following:

- Training
- Configuration
- Reports
- Automations
- Dashboards
- Consultation
- Imports
- Other services as mutually agreed upon by both County and Cartegraph's project managers

Cartegraph shall provide all services remotely via audio, video, and web conferences unless otherwise noted. The Orange Advantage Scope of Work does not include Work Product.

Exclusions

The following service items are not included in the Orange Advantage Scope of Work:

- Implementation of Cartegraph service for the County Airport.

Exhibit C-5 Orange Advantage
Payment Schedule

Investment Summary

The County shall pay Cartegraph for the following for line items for an Orange Advantage support subscription:

Year 8 - 1/1/2024 - 8/31/2024 - Subscription

No.	Product	Code	Quantity	Price
1	Orange Advantage (64 Hours)	CGORNG	1	USD 12,333.33
			Term 8 - 1/1/2024 - 8/31/2024 - Subscription TOTAL:	USD 12,333.33

Year 9 - 9/1/2024 - 8/31/2025 - Subscription

No.	Product	Code	Quantity	Price
1	Orange Advantage (96 Hours)	CGORNG	1	USD 18,500.00
			Term 4 - 9/1/2024 - 8/31/2025 - Subscription TOTAL:	USD 18,50.00

Year 10 - 9/1/2025 - 8/31/2026 - Subscription

No.	Product	Code	Quantity	Price
1	Orange Advantage (96 Hours)	CGORNG	1	USD 18,500.00
			Term 5 - 9/1/2025 - 8/31/2026 - Subscription TOTAL:	USD 18,500.00

Summary By Term - Includes Services & Subscriptions

Total Year 8	USD 12,333.33
Total Year 9	USD 18,500.00
Total Year 10	USD 18,500.00
TOTAL	USD 49,333.33

Exhibit C-5 - 1

Investment Notes:

- Any applicable taxes are not included.
- Pricing does not include any applicable Esri ArcGIS licenses.

Payment Terms and Conditions

In consideration for the Solutions provided by Cartegraph to County, County agrees to pay Cartegraph the Fees as described below.

DELIVERY

Beginning January 1, 2024, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in Exhibit C-5.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered beginning January 1, 2024, which will be considered the County's notification for Cartegraph to proceed. County agrees to work with Cartegraph to schedule Services in a timely manner.

SOLUTION SUBSCRIPTION INVOICING

County shall be provided with the ability to access and use the Solution Subscription beginning January 1, 2024. The fee for Year 8 as described in this Exhibit C-5 shall be invoiced upon execution of Amendment No. 6.

Payment for Year 9 and Year 10 renewal terms will be due in annual installments prior to the anniversary of September 1st in the amount(s) that follow:

- Year 8: $12,333.33
- Year 9: $18,500.00
- Year 10: $18,500.00

PAYMENT TERMS

- All payments are due Net 30 days from receipt of a correctly completed invoice.
- All payments are to be in U.S. Dollars.
- For customers in the United States, any appliable taxes required at the time of invoice will be determined based on the laws and regulations of the taxing authority(s) governing the County.

Exhibit C-5 - 2

Exhibit 6 – Payment Schedule

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Form Number: 740 **ared By:** Laura Ball

o/Ship To: Rockefeller Ave **il:** d.white@co.snohomish.wa.us

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Cartegraph Engage			$15,000.00
Facilities Domain	09/01/2025	08/31/2026	$21,670.00
OMS Premium			
OMS Unlimited Users	09/01/2025	08/31/2026	$0.00
Parks & Recreation Domain	09/01/2025	08/31/2026	$28,135.00
SCF Other Agency Type			$11,250.00

Signal Domain	09/01/2025	08/31/2026	$22,505.00
Stormwater Domain	09/01/2025	08/31/2026	$39,385.00
Transportation Domain	09/01/2025	08/31/2026	$42,010.00
Walkability Domain	09/01/2025	08/31/2026	$0.00
Cartegraph Engage	09/01/2026	08/31/2027	$15,375.00
Facilities Domain	09/01/2026	08/31/2027	$22,211.75
OMS Premium	09/01/2026	08/31/2027	$115,363.75
OMS Unlimited Users	09/01/2026	08/31/2027	$0.00
Parks & Recreation Domain	09/01/2026	08/31/2027	$28,838.38
SCF Other Agency Type	09/01/2026	08/31/2027	$11,531.25
Signal Domain	09/01/2026	08/31/2027	$23,067.63
Stormwater Domain	09/01/2026	08/31/2027	$40,369.63
Transportation Domain	09/01/2026	08/31/2027	$43,060.25
Walkability Domain	09/01/2026	08/31/2027	$0.00
Cartegraph Engage	09/01/2027	08/31/2028	$15,759.38
Facilities Domain	09/01/2027	08/31/2028	$22,767.04
OMS Premium	09/01/2027	08/31/2028	$118,247.84
OMS Unlimited Users	09/01/2027	08/31/2028	$0.00
Parks & Recreation Domain	09/01/2027	08/31/2028	$29,559.33

SCF Other Agency Type	09/01/2027	08/31/2028	$11,819.53
Signal Domain	09/01/2027	08/31/2028	$23,644.32
Stormwater Domain	09/01/2027	08/31/2028	$41,378.87
Transportation Domain	09/01/2027	08/31/2028	$44,136.76
Walkability Domain	09/01/2027	08/31/2028	$0.00
Cartegraph Engage	09/01/2028	08/31/2029	$16,153.36
Facilities Domain	09/01/2028	08/31/2029	$23,336.22
OMS Premium	09/01/2028	08/31/2029	$121,204.04
OMS Unlimited Users	09/01/2028	08/31/2029	$0.00
Parks & Recreation Domain	09/01/2028	08/31/2029	$30,298.32
SCF Other Agency Type	09/01/2028	08/31/2029	$12,115.02
Signal Domain	09/01/2028	08/31/2029	$24,235.42
Stormwater Domain	09/01/2028	08/31/2029	$42,413.34
Transportation Domain	09/01/2028	08/31/2029	$45,240.18
Walkability Domain	09/01/2028	08/31/2029	$0.00
Cartegraph Engage	09/01/2029	08/31/2030	$16,557.19
Facilities Domain	09/01/2029	08/31/2030	$23,919.63
OMS Premium	09/01/2029	08/31/2030	$124,234.14
OMS Unlimited Users	09/01/2029	08/31/2030	$0.00

Parks & Recreation Domain	09/01/2029	08/31/2030	$31,055.78
SCF Other Agency Type	09/01/2029	08/31/2030	$12,417.90
Signal Domain	09/01/2029	08/31/2030	$24,841.31
Stormwater Domain	09/01/2029	08/31/2030	$43,473.67
Transportation Domain	09/01/2029	08/31/2030	$46,371.18
Walkability Domain	09/01/2029	08/31/2030	$0.00

Customer Billing/Service Periods:

Period:	Total:
09/01/2025	$292,505.00
09/01/2026	$299,817.64
09/01/2027	$307,313.07
09/01/2028	$314,995.90
09/01/2029	$322,870.80

Order Form Legal Terms:

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.

For the avoidance of doubt, this Payment Schedule replaces and supersedes Amendment No. 3 executed on *August 26, 2021*, Amendment No. 4 executed on *October 12, 2021*, and Amendment No. 5 executed on *July 14, 2022*.