AMENDMENT TO SACRAMENTO AREA COUNCIL OF GOVERNMENTS STANDARD AGREEMENT

This Amendment (the "**Amendment**") amends that certain Sacramento Area Council of Governments Standard Agreement (as amended, the "**Agreement**"), by and between the Sacramento Area Council of Governments (the "**SACOG**") and OpenGov, Inc. ("**OpenGov**"), each individually a "**Party**" and together, the "**Parties**." All capitalized terms herein used but not defined shall have the meanings assigned to them in the Agreement

RECITALS

WHEREAS, SACOG entered into the Agreement with Govlist, Inc. in 2018 ("**Govlist**");

WHEREAS, Govlist was subsequently acquired by OpenGov;

WHEREAS, SACOG and OpenGov wish to extend the Agreement and the Parties desire to make certain changes in and amendments to the Agreement as more particularly described and detailed in this Amendment, wherein OpenGov will continue to provide the software services ("**Software Services**") identified in the attached Order Form (as defined below) to SACOG.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Effect of Amendment. This Amendment amends the Agreement by adding to, deleting from and modifying the Agreement as set forth herein.

2. Conflict. In the event of any conflict between the main body of the Agreement and this Amendment, this Amendment will control.

3. Amendments to Agreement.

A. The RECITALS are amended to add the "Whereas" clauses of this Amendment and incorporate into the Agreement.

B. Section 1 "Time of Performance" is hereby deleted in its entirety and replaced with the following:

"Subject to compliance with all terms and conditions, the Term of this Agreement shall be extended to November 7th, 2021 through November 7, 2023 as set forth in the applicable Order Form attached hereto as Exhibit A. SACOG shall have the right to renew the Agreement for a duration mutually agreed to by the Parties by providing 30 days advance written notice to OpenGov. If no such notice is provided, the Agreement shall terminate on Subscription End Date. "Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties."

C. Section 2 "Scope of Work" is hereby deleted in its entirety and replaced with the following:

"If OpenGov or its authorized independent contractors provides professional services to SACOG, such as implementation services, then these professional services will be described in a statement of work ("SOW") agreed to by the parties (the "Professional Services"). All Professional Services shall be billed on a time and material basis at OpenGov's then current Professional Services rate, unless mutually agreed.

Contractor agrees to offer the Software Services to Participating Agencies, as defined in Exhibit "J". Contractor and Participating Agencies shall upon mutual agreement, enter into a Participating Agency Sub-Agreement in substantially the form attached hereto as Exhibit "J".

D. Section 5 (a) "Consideration" is hereby deleted in its entirety and replaced with the following:

"(a) The fees for the Software Services for the Initial Term and any Renewal Term ("Software Services Fees") and the fees for Professional Services ("Professional Services Fees") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "Fees". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) SACOG must pay all Fees due under all Order Forms and SOW within thirty (30) days after SACOG receives each invoice (invoices are deemed received when OpenGov emails them to SACOG's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) SACOG must make all payments without setoffs, withholdings or deductions of any kind.

Section 6 is hereby deleted in its entirety and replaced with the following:

"Invoicing, Cost and Payment. OpenGov will invoice the SACOG according to the Billing Frequency listed on the Order Form. SACOG shall pay all invoices according to the Payment Terms listed on the Order Form. Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by SACOG and incurred by OpenGov in performing the professional services will be reimbursed by SACOG. Travel expenses include cost of coach airfare travel round trip from the individual's location to SACOG's location, reasonable hotel accommodations, ground transportation and meals."

E. Section 8 is hereby deleted in its entirety and replaced with the following:

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

(b) Upon termination pursuant to Section 8: (i) SACOG shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (ii) all Software Services provided to SACOG hereunder shall immediately terminate; and (iii) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(c) If this Agreement is terminated by SACOG due to an uncured material breach of this Agreement by OpenGov, OpenGov shall refund the pre-paid, unused portion of the Fee for such Software Services."

F. Section 9 "Assignment" is hereby deleted in its entirety and replaced with the following:

"Except as set forth herein, OpenGov shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of SACOG, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. OpenGov may assign, upon written notice to SACOG, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) 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. In the event of such assignment by OpenGov where consent is not provided by SACOG, SACOG shall have the right to terminate the Agreement without recourse or financial liability within seven (7) days from the later of (a) the date it receives written notice of such assignment, or (b) the assignment date. Further if SACOG should terminate as provided in this Section 9, SACOG shall be entitled to a prorated refund of any Software Fees paid for the balance of the remaining term as of the date of termination. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors."

G. Section 11 "Time" is hereby deleted in its entirety and replaced with the following:

"Intentionally Deleted."

H. Section 13(d) is hereby deleted in its entirety and replaced with the following:

"Intentionally Deleted."

I. Section 13(e)(5) is hereby deleted in its entirety and replaced with the following:

"(5) Permit SACOG and/or its designees, upon three (3) days' advance written notice, reasonable access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials."

J. Section 14 "Indemnity" is hereby deleted in its entirety and replaced with the following:

"(a) OpenGov shall indemnify, defend and hold harmless SACOG, and any and all of its employees, officials and agents from and against any liability (including liability for claims,suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings,losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of a material breach of this Agreement due to the negligent or willful acts or omissions of OpenGov or by any individual or agency for which OpenGov is legally liable, including but not limited to officers, agents, employees or subcontractors of OpenGov."

K. Section 15 "INSURANCE" is hereby deleted in its entirety and replaced with the following:

"During the Term of this Agreement and for any extended time required. OpenGov agrees to purchase and maintain the Insurance detailed in Exhibit C."

L. Section 16(b) is hereby deleted in its entirety and replaced with the following:

"Intentionally Deleted."

M. Section 16(c) is hereby deleted in its entirety and replaced with the following:

"Contractor and its subcontractors agree to cooperate with the State and SACOG by making all appropriate and relevant project Records available for audit, inspection, and/or copying by the State, the California State Auditor, or any duly authorized representative of the State or Federal government. Such Records shall be available upon three (3) days' advance written notice during the term of this Agreement and for three (3) years from the date of submission of the final expenditure report by the State to FHWA."

N. Section 17 "Project Management" is hereby deleted in its entirety and replaced with the following:

"OpenGov and SACOG shall each assign a single point of contact with respect to this Agreement.

OpenGov's Project Manager is: Thao Jones-Hill or designee

SACOG'S Designated Overall Point of Contact is: Loretta Su or designee

O. Section 31 is hereby amended to add the following:

"The parties acknowledge that Contractor completed the DBE Information Form prior to award of the Agreement and that there are no DBE subcontractors. In the event there are DBE subcontractors during the term of this Agreement, Contractor shall abide by the terms of this section 31."

P. Section 39 "Permission" is hereby deleted in its entirety and replaced with the following:

"IP Indemnification.

OpenGov shall indemnify and hold SACOG, its elected and appointed officials, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) to the extent arising out of or in connection with a third party claim alleging that the Software Services infringe a copyright, U.S. patent, trademark or trade secret, or has caused harm to the rights of, a third party. If the Software Services becomes, or in OpenGov's opinion is likely to become, the subject of an infringement claim, OpenGov may, at its option and expense, either (a) procure for the SACOG the right to continue using the Software Services, (b) replace or modify the Software Services so that it becomes non-infringing with materially similar functionality, or (c) terminate the licenses granted hereunder and give the SACOG a pro-rata refund for any pre-paid, unused fees paid under this Agreement. Notwithstanding the foregoing, OpenGov will have no obligation under this Section or otherwise with respect to any infringement claim based upon (i) any use of the Software Services not in accordance with this Agreement or the documentation OpenGov makes available (ii) any use of the Software Services in combination with other products, equipment, software, or data not supplied by OpenGov, (iii) any use of any release of the Software Services other than the most current release made available to the SACOG, or (iv) any modification of the Software Services by any person other than OpenGov or its authorized agents or subcontractors. SACOG shall (a) promptly give notice of a claim to OpenGov; (b) give OpenGov sole control of the defense and settlement of the claim (provided that OpenGov may not settle such claim unless such settlement unconditionally releases the SACOG of all liability and, does not adversely affect OpenGov's business or the Software Service); (c) provide to OpenGov all available information and reasonable assistance; and (d) not compromise or settle such third-party claim. THE FOREGOING IS OPENGOV'S SOLE OBLIGATION AND SACOG EXCLUSIVE REMEDY WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

Q. Section 43 is hereby deleted in its entirety and replaced with the following:

"Intentionally Deleted."

R. Section 49 "Funding Requirements" is hereby deleted in its entirety and replaced with the following:

"SACOG may terminate this Agreement, upon providing at least ninety (90) days' notice in the event SACOG does not appropriate necessary funding to support continued performance under this Agreement, with no further liability of any kind to OpenGov. SACOG agrees not to use termination for non-appropriation as a substitute for termination for convenience. SACOG represents and warrants it has appropriated the funds for the first year of this Agreement."

S. Section 50 "Limitation of Liability" is hereby deleted in its entirety and replaced with the following:

"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 SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

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 SACOG TO OPENGOV (OR, IN THE CASE OF SACOG, PAYABLE) FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

Limitation of Liability Exclusions. The limitations of liability set forth 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 Confidentiality obligations, (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

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 SACOG."

T. Section 51 "WARRANTY DISCLAIMER" is hereby deleted in its entirety and replaced with the following:

"EXCEPT AS PROVIDED IN THIS AGREEMENT, 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; NOR DOES IT MAKE ANY WARRANTY TO ANY PORTION OF THE SYSTEM THAT HAS BEEN USED IN A MANNER NOT AUTHORIZED BY OPENGOV IN ITS DOCUMENTATION OR THE AGREEMENT. EXCEPT AS SET FORTH IN THIS AGREEMENT, 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, AND FITNESS FOR A PARTICULAR PURPOSE."

U. Exhibit A is hereby deleted in its entirety and replaced with "Exhibit A" attached to this Amendment.

V. Exhibit A-2 is hereby deleted in its entirety.

W. Exhibit D is hereby deleted in its entirety and replaced with "Exhibit D" attached to this Amendment.

X. Exhibit E is hereby deleted in its entirety and replaced with "Exhibit E" attached to this Amendment.

Y. Exhibit F is hereby deleted in its entirety and replaced with "Exhibit F" attached to this Amendment.

Z. Exhibit J is hereby deleted in its entirety and replaced with "Exhibit J" attached to this Amendment.

4. Amendments. This Agreement may only be modified by a written amendment signed by both Parties.

5. Legal Effect. The modifications set forth in this Amendment are effective as of the date first written above. Except as expressly amended or modified by this Amendment all other terms of this Agreement shall remain unchanged and in full force in effect.

6. Counterparts. This Amendment may be signed in any number of counterparts (which may be transmitted by facsimile, PDF, or like method of transmission), each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Signature Page Follow

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date first above written.

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

By:______________________________
James Corless, Executive Director

APPROVED AS TO FORM:

____
Sloan Sakai Yeung & Wong LLP
Legal Counsel to SACOG

OPENGOV, Inc.

By: ______________________________
Paul H. Denton, CFO

[Signature Page]

OpenGov Inc.
6525 Crown Blvd #41340

Created On:	11/4/2021
Order Form Expiration:	11/30/2021
Subscription Start Date:	11/8/2021
Subscription End Date:	11/7/2023

Prepared By:	Robert Torres
Email:	rtorres@gmail.com
Contract Term:	1 Year

Customer Information

Customer:	Sacramento Area Council of Governments, CA	**Contact Name:**	Loretta Su	**Billing Contact:**	Loretta Su
Bill To/Ship To:	1415 L Street, Suite 300 Sacramento, California United States	**Email:**	lsu@sacog.org	**Email:**	lsu@sacog.org

Order Details

Billing Frequency:	Annual	**Description:**	See Billing Table Below
Payment Terms:	Net Thirty (30) Days		

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
OpenGov Procurement *Contract Management, Solicitation Development, Supplier Engagement, Evaluations & Awards*	11/8/2021	11/7/2023	1	$24,600.00

Annual Subscription: $24,600.00

Billing Table:

Amount Due	Billing Date
$24,600.00	November 8, 2021
$24,600.00	November 8, 2022

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 6525 Crown Blvd #41340 San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the Amendment signed **November 7th, 2018, as amended ("SSA")** and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Software Services Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Sacramento Area Council of Governments, CA

Signature:

Name: James Corless

Title: Executive Director

Date: 12/03/2021

OpenGov, Inc.

Signature: Paul H. Denton

Name: Paul H. Denton

Title: CFO

Date: 11/22/2021

EXHIBIT D
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the SACOG Board of Directors are:

Karm Bains
Krista Bernasconi
Gary Bradford
Chris Branscum
Pamela Bulahan
Trinity Burruss
Jan Clark-Crets
Rich Desmond
Lucas Frerichs
Sue Frost
Jill Gayaldo
Bonnie Gore
Lakhvir Ghag
Martha Guerrero
Shon Harris
Rick Jennings II
Paul Joiner
Patrick Kennedy
Mike Kozlowski
Rich Lozano
Porsche Middleton
Pierre Neu
David Sander
Michael Saragosa
Don Saylor
Jay Schenirer
Matt Spokely
Tom Stallard
Darren Suen
Wendy Thomas
Rick West

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

☐ YES ☑ NO

If yes, please identify the Director(s): ____________________

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any SACOG Director(s) in the three months following the award of the contract?

☐ YES ☑ NO

If yes, please identify the Director(s): ____________________

Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

11/22/2021

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

Paul H. Denton, CFO

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

OpenGov, Inc.

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "**Party**" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "**Participant**" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "**Agency**" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "**Officer**" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "**License, permit, or other entitlement for use**" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "**Contribution**" includes contributions to candidates and committees in Federal, State, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars ($250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars ($250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars ($250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811, (916) 322-5660.

EXHIBIT E

County of Sacramento
PAYEE DATA RECORD
(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

PAYEE DATA RECORD

INSTRUCTIONS: Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (Form 1099), determine California non-resident withholding and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.

TYPE

Check the boxes that apply to Sacramento County's payments to you

☐ Goods ☐ Services ☐ Medical Services ☐ Legal Services ☐ Rents/Lease ☑ Other software services

PAYEE INFORMATION

NAME (as shown on your income tax return)
OpenGov,Inc

TRADE NAME OR DBA (if different from line 1)

MAILING ADDRESS (Number and Street or P.O. Box Number)
PO Box 41340

(City, State and Zip Code)
San Jose, CA 95160

PAYMENT REMITTANCE ADDRESS (Number and Street or P.O. Box Number, City, State and Zip Code)
P.O Box 120370 Dallas, TX 75312-0370

ePAYABLE CONTACT INFORMATION (Name, Phone Number and Email Address)
Maggie Chao / 650-3367167 / Billing@opengov.com

FEDERAL TAX CLASSIFICATIONS & EXEMPTIONS

Check appropriate federal tax classification

☐ **INDIVIDUAL OR SOLE PROPRIETOR (SSN)** ☐ **PARTNERSHIP (FEIN)** ☐ **ESTATE OR TRUST (FEIN)**

SSN is mandatory of all Individuals/Sole Proprietors by authority of CA. Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 1088.8

CORPORATION (FEIN): (MARK ONLY ONE TYPE):

● **C CORPORATION (FEIN)** ☐ **S CORPORATION (FEIN)**

LIMITED LIABILITY COMPANIES (LLC):

☐ **LIMITED LIABILITY COMPANY. ENTER THE TAX CLASSIFICATION (C=Corportion S=S Corporation P=Partnership)** ________

☐ **GOVERNMENT ENTITIES - Federal, State, and Local (Including School Districts)**

☐ **EXEMPT (nonprofit) payee code if any** ____________ Exemption from FATCA reporting (see instructions on next page)

TAX ID NUMBER

Enter your TIN in the appropriate box. If you are an individual or sole proprietor you must enter your SSN.
Single member LLCs (disregarded entities must enter the TIN of the owner identified on the Name line.

SOCIAL SECURITY NUMBER ___ – __ – ____

EMPLOYER IDENTIFICATION NUMBER 3 0 - 0 7 1 7 3 7 4

RESIDENCY STATUS

● **California Resident -** Qualified with Secretary of State to do business in California or maintains a permanent place of business in California.
(See Nonresident Withholding on next page)

☐ **California Nonresident -** Subject to State income tax withholding.
(see Nonresident Withholding on next page)

☐ **California Nonresident Exemption -** To qualify for exemption, check one of the following:

☐ No services provided in California.

☐ A completed Franchise Tax Board Form 590. - (must be attached)

☐ A waiver of State withholding from Franchise Tax Board. - (must be attached)

CALIFORNIA SALES TAX PERMIT NUMBER
(required only for California nonresident vendors that charge California sales tax)

CERTIFYING SIGNATURE

Under penalty of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a United States person (including a United States resident alien), and
4. The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
5. If facts change upon which this form are based, I will promptly notify the County of Sacramento.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE(Type or Print)	E-MAIL ADDRESS	
Maggie Chao / AR Accountant	Billing@opengov.com	
SIGNATURE OF U.S. PERSON	**DATE**	**TELEPHONE NUMBER**
eSigned via SeamlessDocs.com Maggie Chao Key: 275d47d0f55ae28a347582d922249bb3	11/09/2021	650-336-7167

(REV Apr 2017)

County of Sacramento

County of Sacramento
Payee Data Record
(REV Apr 2017)

PURPOSE OF FORM
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

ARE YOU A RESIDENT OR A NONRESIDENT?
Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A nonresident payee can use Franchise Tax Board Form 587 to allocate California source payments and determine if withholding is required. This form must be certified and is valid for the duration of the contract provided there is no material change in the facts. By signing Form 587, the payee agrees to promptly notify the withholding agent of any changes in facts.

If appropriate, attach a completed Franchise Tax Board Form 587 to this form.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individual/sole proprietorship,** the term "resident" includes every individual who is in California for other than a temporary or transitory purpose an any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the Unites States, call………..….1-800-852-5711
From outside the United States, call………....1-916-845-6500
For hearing impaired with TDD, call…………..1-800-822-6268

EXEMPTIONS
If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?
Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are $1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California
Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

WEB SITE: www.ftb.ca.gov

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.

ePAYABLE CONTRACT INFORMATION
The County offers electronic payments through ePayables. The benefits to your company include: saving time and money-reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow-expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserves the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address, in case there is a change in your staff. This payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to ePayables@saccounty.net and include: company name, contact person, email address and phone number.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to $20,000.

EXHIBIT F

County of Sacramento

Vendor ACH/Direct Deposit Authorization Form

Please Check One: ☑ NEW Direct Deposit ☐ CHANGE Direct Deposit ☐ CANCEL Direct Deposit

Vendor Information

Vendor Name: OpenGov,Inc

Address: PO Box 41340
Street Address | Suite #

San Jose | CA | 95160
City | State | ZIP Code

Contact Name: Maggie Chao Title: AR Accountant

Business Phone: 650-3367167 Fax Number:

Remittance E-Mail Address: Billing@opengov.com

Banking Information

Vendor's Bank Name: First Republic Bank

Bank Address: 111 Pine Street
Street Address | Suite #

San Francisco | CA | 94111
City | State | ZIP Code

Bank Contact Name: Karina Datwani

Primary Phone: 415-249-5528 Fax Number:

ABA Routing No: 321 081 669 Account Number: 80009468341

Account Type: ☒ Checking ☐ Savings
(Please check only one)

Vendor's Authorization

I certify that the information provided on this form is correct, and I hereby authorize County of Sacramento to electronically deposit payments to the bank account designated above and if necessary, to adjust or reverse a deposit for any entry made to this account in error. It is my responsibility to immediately notify County of Sacramento if I believe there is a discrepancy between the amount deposited to the bank account above and the amount of the invoice(s) paid. I understand that I must notify County of Sacramento in writing immediately of any changes in status or banking information. I understand that this authorization will remain in full force and effect until County of Sacramento has received written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than seven (7) to ten (10) business days. County of Sacramento will assume zero overdraft liabilities for this activity.

Authorized Signature: *Maggie Chao* Title: AR Accountant

E-Mail Address: Billing@opengov.com Date: 11/09/2021

700 H Street, Room 3650 • Sacramento, California 95814 • Phone (916) 874-7422 • Fax (916) 874-6454 • Email: ACH@saccounty.net

EXHIBITJ

FORM OF PARTICIPATING AGENCY SUB AGREEMENT

SOFTWARE SERVICES SUB-AGREEMENT
between
OpenGov,* *Inc.* and *Participating Agency

THIS SOFTWARE SERVICES SUB-AGREEMENT (the "Agreement"), is made and entered into this __ day of __ , 20_, by and between the [Insert Name of Participating Agency], a describe form of entity (hereinafter "Participating Agency"), and OpenGov, Inc., a Delaware Corporation (the "Contractor").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with Contractor, effective *November 7,* 2018, as amended by that First Amendment effective as of November 7, 2021 (the "SACOG Agreement") to provide certain Software Services to certain participating SACOG member agencies and other eligible entities. Capitalized words and terms used but not defined herein shall have the meanings ascribed to them in the SACOG Agreement; and

B. The Participating Agency desires to purchase certain Software Services from Contractor pursuant to the terms and conditions set forth below and the OpenGov Order Form attached hereto as Exhibit A-1.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement asthough set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to Contractor's provision of services to the Participating Agency.

2. Contractor agrees to provide the Software Services as described in the Order Form. Execution of this Agreement is deemed execution of the Order Form.

3. The Participating Agency shall pay Contractor for the Software Services and Professional Services, if applicable, in accordance with the Order Form.

4. Insurance Requirements. Contractor shall obtain and maintain the insurance required under Section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as an additional insured thereunder.

5. Project Manager:

The Participating Agency's project manager for this Agreement is____, unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Participating Agency ProjectManager at the following address:

Project Manager, Title
Participating Agency
Address
Address

Contractor's project manager for this Agreement is set forth in Section 17 of the Agreement.

6. This Agreement embodies the entire agreement and understanding between the Participating Agency and Contractor and supersedes all prior agreements and understandings between the Participating Agency and Contractor relating to the subject matter hereof. This Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Agreement by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of thedate first above written.

PARTICIPATING AGENCY:

____

(Insert Name, Title)

OPENGOV, INC.:

____

Name:
Its:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Woodruff-Sawyer & Co.
50 California Street, Floor 12
San Francisco CA 94111

CONTACT NAME: Tami Huntsman
PHONE (A/C, No, Ext): 415.489.1435
FAX (A/C, No):
E-MAIL ADDRESS: thuntsman@woodruffsawyer.com

INSURED OPENINC-02
OpenGov, Inc
PO Box 41340
San Jose CA 95160

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : North American Capacity Insurance Company	25038
INSURER B : Continental Insurance Company	35289
INSURER C : National Fire Insurance Company of Hartford	20478
INSURER D : American Casualty Company of Reading	20427
INSURER E : Continental Insurance Company of New Jersey	42625
INSURER F : Ascot Insurance Company	23752

COVERAGES **CERTIFICATE NUMBER:** 1120058967 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			6079220146	2/15/2021	2/15/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			6079220132	2/15/2021	2/15/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
E	X UMBRELLA LIAB X OCCUR			6079220180	2/15/2021	2/15/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
D B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			6079220177 PST673180563	2/15/2021 2/21/2021	2/15/2022 2/15/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A F	Tech Errors & Omissions/Cyber Excess Errors & Omissions Retroactive Date 8/22/2012			C4LPE040432CYBER2021 EOXS211000051101	2/15/2021 2/15/2021	2/15/2022 2/15/2022	Per Claim Limit Aggregate Limit Excess Limit	3,000,000 3,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

OpenGov, Inc.
PO BOX 41340
San Jose CA 95160

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE