

# OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes effective when fully executed (the "Effective Date"), sets forth the terms and conditions under which OpenGov will provide its products and services to Customer.

## 1. Definitions

- 1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record), including any data transmitted through the Software Services.
- 1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.
- 1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, 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, that specifies the Software Services and the Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.
- 1.5. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at <https://opengov.my.site.com/support/s/agreement-product-documentation>, which is incorporated into this Agreement by reference.
- 1.6. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.
- 1.7. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.
- 1.8. "Statement of Work" or "SOW" means the document(s) separately executed by the parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.

## 2. Software Services and Professional Services

- 2.1. Software Services.

- 2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.
- 2.1.2. 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. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at <https://opengov.com/service-sla>, which is incorporated into this Agreement by reference.
- 2.2. Professional Services.
  - 2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.
  - 2.2.2. Travel Expenses for Professional Services. Travel expenses, if any, will be set forth in the applicable Order Form or SOW. Any additional travel expenses shall be subject to Customer's prior written approval and will be reimbursable 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 knowingly or negligently, 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 personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access, or otherwise use the Software Services. Customer shall also 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, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services

not provided by OpenGov.

- 3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the parties agree to comply with the terms of the Data Processing Addendum, located at <https://opengov.com/data-processing-addendum>, which is incorporated into this Agreement by reference.

#### **4. Intellectual Property Rights; License Grants; Access to Customer Data**

- 4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.
- 4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.
- 4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.
- 4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.
- 4.5. 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.

- 4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, 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, in accordance with the notice requirements set forth in Section 10.2.
- 4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation or Product Documentation that are based on or derived from such Feedback.

## **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 or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.
- 5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving party without restriction on disclosure before receipt from the disclosing party; (e) is disclosed to the receiving party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving party without access to the disclosing party's Confidential Information.
- 5.3. Each party agrees to use the other's Confidential Information only in connection with 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. If a party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other party in writing prior to the disclosure to give the other party an opportunity to oppose or limit the disclosure.

## **6. Term and Termination**

- 6.1. Agreement Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.
- 6.2. Renewal. Each Order Form shall automatically renew for additional terms equal in duration to its initial term (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current term.
- 6.3. Termination for Cause. If either party materially breaches 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. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each party shall, upon request of the other party, return or delete any of the other party's Confidential Information.

## **7. Payment of Fees**

- 7.1. Fees; Invoicing; Payment; Expenses.
  - 7.1.1. Fees. Fees for the Software Services and Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay 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, except as expressly provided in Sections 8.1.2 and 8.1.3.
  - 7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.
  - 7.1.3. Travel Expenses. OpenGov will invoice Customer for 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 maximum rate permitted by law; 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. Each party is responsible for the tax effects this Agreement imposes upon it. If Customer is tax-exempt, it will provide OpenGov its tax exemption certificate.

## **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 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 the 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 then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. 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, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.

- 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 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 OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 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 arising out of fraud or willful misconduct by either party; (b) either party’s infringement of the other party’s Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.
- 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.

## **10. Miscellaneous**

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer’s logos and trade names for marketing and promotional purposes in OpenGov’s website and marketing materials, subject to Customer’s trademark usage guidelines provided to OpenGov and only with the Customer’s prior written approval for each marketing and promotional use.
- 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.

- 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 will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.1.1.
- 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 or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), 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. Neither party may assign, or otherwise transfer this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, 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. 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. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

10.12. State of Arizona Required Clauses

10.12.1. Conflict of Interest: This Agreement may be cancelled in accordance with Arizona Revised Statutes Section (A.R.S.) § 38-511.

10.12.2. Forced Labor of Ethnic Uyghurs Certification: OpenGov certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If OpenGov becomes aware it is not in compliance with this certification, it shall notify the Customer within five business days after becoming aware. This Agreement will terminate upon failure to remedy the noncompliance within 180 days of the notification. (A.R.S. § 35-394)

10.12.3. If applicable, OpenGov certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of goods and services from Israel, as defined in A.R.S. § 35-393.

**Customer:** Lake Havasu City, AZ

**OpenGov, Inc.**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# OpenGov Procurement Product Documentation

Last updated 3 months ago

This article, last updated on September 4, 2025, provides an overview of the OpenGov Procurement application. It details the application's features such as Intake Management, which allows customer staff to create intake tickets and manage procurement workload via a dashboard. The article also discusses the Solicitation Development feature, which guides customers through the preparation of a solicitation, provides a library of templates, and offers integrated document preparation and version control. Additionally, the Task Comment and Assignment feature is highlighted, which enables live conversations, task assignments, customizable workflows, and approval processes for solicitation documents. The application's capabilities aim to streamline procurement processes and enhance collaboration.

Modified September 4, 2025

## 1. Intake Management

- a. Customer staff create an intake ticket to collaborate on the scope of work and other background research.
- b. A Dashboard to help Customers manage the procurement workload. After the intake ticket is reviewed and approved, the dashboard manages project assignments for project managers, contract administrators, and/or buyers.

## 2. Solicitation Development

- a. The system provides an intuitive user interface that guides Customers through specific steps to streamline the preparation of a solicitation.
  - i. Provides a library where a variety of “bid form” templates and historical solicitations may be stored and accessed.
  - ii. Clause selections based on a series of upfront customizable questions that determine the options chosen by Customers.
  - iii. Facilitates copying or duplicating previous solicitations while tracking the editing and development of new clauses during solicitation development.
  - iv. Integrated document preparation and version control, with ability to view draft version differences based on tracked changes.

## 3. Task Comment and Assignment

- a. Create live conversations and task assignments via comment management, allowing different aspects of the project to be developed simultaneously.
- b. Facilitate customizable workflows and track the approval process for solicitation documents, including multiple approvers of a solicitation document.

- c. Approve the final solicitation (with option to enable/disable).

#### **4. Vendor Database and Engagement**

- a. Online portal where vendors interested in participating in opportunities can register at no cost, 24 hours a day, 365 days a year. Database of registered vendors that allows vendors to list commodity and service codes, subscribe to notifications via listed codes, and update their information. Automated system notification to vendors after successful registration.
- b. Email vendor registration invitations using saved email addresses.
- c. Vendor directory search, filter, and profile viewing capabilities.
- d. Automated notifications of newly posted: solicitations to registered vendors using selected category codes, addendums, responses to questions, and approved equals.
- e. Track and report if the vendor is a Disadvantaged Business Enterprise/Small Business Enterprise (“DBE” and “SBE”).

#### **5. Electronic Sourcing**

- a. The final, approved solicitation published in a web based, MS Word and/or PDF with multiple PDF attachments. Post responses to questions or approved equals.
- b. Vendors can review solicitations prior to submitting, ask questions, send an “approved equal” request, and submit secure electronic proposals online.
- c. Automated notifications for procurement dates (e.g., pre-bid meetings or bid due date).
- d. Automated confirmation email for successful electronic uploads and/or downloads, and time and date stamp when proposals are received. Firm stop to prevent receiving submittals after the published due date and time.
- e. Ability to support sealed bid procurements, reverse auctions, and pre-qualify firms prior to bidding.
- f. Accepts electronic bid bonds (Surety 2000).
- g. Integrates with digital signature and notary services.
- h. Post links to social media such as LinkedIn, Twitter, and Facebook with one click.

#### **6. Evaluations and Scoring**

- a. Efficiently distribute vendor submittals to evaluation groups with automated tracking of evaluation status, including reminders for timely completion.
- b. Review, score, and rank with or without price knowledge. Manage proposal evaluations by establishing scoring metrics, integrate questionnaires, create custom evaluation groups and organize multiple groups as needed. Gather, compile, and analyze scores using various scoring methods (e.g., consensus scoring) with flexible formulas for cost and criteria evaluation, customizable notifications, and compile data into recommendation reports.
- c. Assess proposals based on technical quality, cost, preferences (e.g., local, minority), and presentation quality. Access both summary and detailed score views, and committee score sheets, to finalize rankings for each member. Generate a matrix showing side-by-side final scoring summaries with member notes, which can be exported to Excel.
- d. Enter supplemental evaluation comments and note exceptions per criteria.

- e. Data roll up preventing duplication data entry.
- f. Support multiple awards from a single solicitation.
- g. Leverage integration with the national supplier ranking system, Procurated.

## **7. Award Notification**

- a. Notice of intent to award or rejection (Recommendation).
- b. Notice to Proceed notification (Finalize).
- c. Post tabulations and award information in the public portal.

## **8. Contract Development**

- a. Track interoffice correspondence.
- b. Post contract change orders, task orders, and amendments.
- c. Send notifications to multiple recipients when documents move through the process.
- d. Draft Contract Agreements, internal review and approval workflows.

## **9. Contract Document Storage, Search, and Retrieval**

- a. Capable of storing bids, awards, and contract documents for reference purposes; provide a solicitation trail that is transparent and auditable.
- b. Search contracts, review, and print contract documentation.
- c. Ability to generate reports for all contracts and agreements, including sorting data based on type of agreement, project, funding source, and DBE/SBE goal. Ability to generate a report for all contracts tied to a specific capital project.
- d. Integration with Pavilion, a national database for cooperative and piggyback contracts.

## **10. Contract Notifications**


- a. Track contract duration (i.e., initial term and any option years).
- b. Automated notification to Customer and vendors before contract expiration.
- c. Track insurance certificates and bonds with automated notifications before expiration.


## **11. Admin and System Standards**


- a. Role-based security and administrator permissions for controlling staff access.
- b. Manage users, department access, templates, modify workflows by adding or subtracting participants or steps, and customize variables. Create and manage document retention policies.
- c. Access through multiple browsers (Internet Explorer, Google Chrome, Safari, Firefox).
- d. Track solicitation outreach and participation in real-time, report on vendor notifications and downloads, as well statistical analysis of overall use.
- e. Ability to brand with agency logos.


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Creating Prorated Fees (</support/s/article/aa244c2c-5f95-40db-ae09-b9cef4656bce>)  138

Contact Support

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## 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.