

OPENGOV, INC. Amendment 2 TO OPENGOV, INC. SOFTWARE AGREEMENT

**Amendment 2
To the Contract
between The County of Wise, Texas and OpenGov, Inc.**

This Amendment ("Amendment 2") dated March 15, 2022 ("Amendment Effective Date") is to the contract between OpenGov, Inc., ("OpenGov") and The County of Wise, Texas ("Customer") dated February 7, 2020, as amended November 30, 2020 ("Contract").

RECITALS

Whereas, the Customer desires to add BankRec services to their existing Contract and remove Utility Billing as described in this Amendment 2.

Now Therefore, in consideration of the foregoing premises, and the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Definitions**. All capitalized words and terms used but not defined herein shall have the meanings ascribed to them in the Contract.
2. **Effect of Amendment**. This Amendment 2 amends the Contract by adding to, deleting from and modifying the Contract as set forth herein.
3. **Amendments**. The Contract is amended as follows:
 - A. **Section 2. Primary Contacts and Representatives**. Delete the OpenGov address and replace with "6525 Crown Blvd # 41340, San Jose, CA 95160."
 - B. Section 1(d). Initial Term. **Delete the following End Date:**

9/30/2021

and replace it with the following End Date:

9/30/2022
 - C. **Section 16. Notices**. Delete the OpenGov contact information and replace it with "OpenGov General Counsel at 6525 Crown Blvd # 41340, San Jose, CA 95160, with a copy emailed to legal@opengov.com."
 - D. **Appendix**. Appendix A is deleted in its entirety and replaced with the following:
 1. **Appendix A Software Services and Fees**. **Delete the following Licensed Products and Charges tables:**

Appendix A Charges Summary	Annual Fees
Applications Currently Leased	\$18,723.00
Additional Products/Services	\$2,600.00
Reporting Tools	\$2,387.79

Applications Currently Leased	Annual Lease Amount
General Ledger	2,541.00
Accounts Payable	2,024.00
Budget Preparation	2,024.00
Payroll	2,888.00
Utility Billing	0.00
Cash Receipts	2,024.00
Fixed Assets	0.00
Purchase Card	0.00
Payroll Timesheets	0.00
Payroll Budgeting	2,888.00
Accounts Receivable	0.00
Report Distribution	2,310.00
Requisitions	0.00
STW Tools	2,024.00
Total	\$18,723.00

Additional Products/Services	
Supporting Software	2,000.00
STW Backups	600.00
Security License	0.00
Email Service	0.00
OpenGov Interface	
Total Additional Products/Services	\$2,600.00

And replace it with the following tables:

Appendix A Charges Summary	Annual Fees
Applications Currently Leased	\$17,330.00
Additional Products/Services	\$2,600.00
Reporting Tools	\$2,387.79
Premium Support	\$8,585.00

Applications Currently Leased	Start Date	End Date	Annual Lease Amount
General Ledger	10/1/2021	9/30/2022	\$2,541.00
Accounts Payable	10/1/2021	9/30/2022	\$2,024.00
Budget Preparation	10/1/2021	9/30/2022	\$2,024.00

Payroll	10/1/2021	9/30/2022	\$2,888.00
Utility Billing	10/1/2021	9/30/2022	\$0.00
Cash Receipts	10/1/2021	9/30/2022	\$2,024.00
Fixed Assets	10/1/2021	9/30/2022	\$0.00
Purchase Card	10/1/2021	9/30/2022	\$0.00
Payroll Timesheets	10/1/2021	9/30/2022	\$0.00
Payroll Budgeting	10/1/2021	9/30/2022	\$0.00
Accounts Receivable	10/1/2021	9/30/2022	\$0.00
Report Distribution	10/1/2021	9/30/2022	\$2,310.00
Requisitions	10/1/2021	9/30/2022	\$0.00
STW Tools	10/1/2021	9/30/2022	\$2,024.00
Bankrec	10/1/2021	9/30/2022	\$1,495.00
Total	10/1/2021	9/30/2022	\$17,330.00

Applications Currently Leased	Start Date	End Date	Annual Lease Amount
Supporting Software	10/1/2021	9/30/2022	\$2,000.00
Backups	10/1/2021	9/30/2022	\$600.00
Security License	10/1/2021	9/30/2022	\$0
Email Service	10/1/2021	9/30/2022	\$0

Additional Professional Fees*	Time and Materials Basis
Any additional Professional Services shall be billed on a times and materials basis.	\$185 per hour

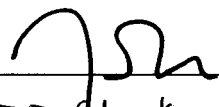
4. **Conflict.** In the event of any conflict between the main body of the Contract and this Amendment 2, this Amendment 2 will control.

5. **Legal Effect.** The modifications set forth in this Amendment 2 are effective as of the date first written above. This Amendment 2 shall expire unless signed by Customer by March 30, 2022. Except as expressly amended or modified by the terms of this Amendment 2, all other terms of the Contract shall remain unchanged and in full force and effect.

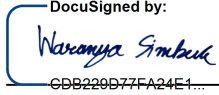

6. **Counterparts.** This Amendment 2 may be signed in any number of counterparts (which may be transmitted by facsimile, PDF, or like method of transmission), each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment 2 to be executed by their duly authorized representatives as of the date and year first written above.

Customer:

Signature 
Name JD Clark
Title County Judge
Date 3-14-22

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

DocuSigned by:

Signature 
CDB229D77FA24E1...
Name Waranya Simbeck
Title Head of Finance
Date 3/24/2022