

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

**Amendment 3
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, as amended March 14, 2022. ("Contract").

RECITALS

Whereas, the Customer desires to renew for 1 year as described in this Amendment 3.

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 3 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 1(d). Initial Term. **Delete the following End Date:**

9/30/2022

and replace it with the following End Date:

9/30/2023

- B. **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		\$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

And replace it with the following tables:

Appendix A Charges Summary	Annual Fees
Applications Currently Leased	\$18,913.14
Additional Products/Services	\$2,860.00
Reporting Tools	\$2,387.79
Premium Support	\$8,585.00

Applications Currently Leased	Start Date	End Date	Annual Lease Amount
General Ledger	10/1/2022	9/30/2023	\$2,795.10
Accounts Payable	10/1/2022	9/30/2023	\$2,226.40
Budget Preparation	10/1/2022	9/30/2023	\$2,226.40
Payroll	10/1/2022	9/30/2023	\$3,176.80
Utility Billing	10/1/2022	9/30/2023	\$0.00
Cash Receipts	10/1/2022	9/30/2023	\$2,226.40
Fixed Assets	10/1/2022	9/30/2023	\$0.00
Purchase Card	10/1/2022	9/30/2023	\$0.00
Payroll Timesheets	10/1/2022	9/30/2023	\$0.00
Payroll Budgeting	10/1/2022	9/30/2023	\$0.00
Accounts Receivable	10/1/2022	9/30/2023	\$0.00
Report Distribution	10/1/2022	9/30/2023	\$2,541.00
Requisitions	10/1/2022	9/30/2023	\$0.00
STW Tools	10/1/2022	9/30/2023	\$2,226.40
BankRec	10/1/2022	9/30/2023	\$1,495.00
Total			\$18,913.15

Applications Currently Leased	Start Date	End Date	Annual Lease Amount
Supporting Software	10/1/2022	9/30/2023	\$2,200.00
Backups	10/1/2022	9/30/2023	\$660.00
Security License	10/1/2022	9/30/2023	\$0
Email Service	10/1/2022	9/30/2023	\$0

Additional Professional Fees*	Time and Materials Basis
Any additional Professional Services shall be billed on a times and materials basis.	\$205 per hour

4. **Conflict.** In the event of any conflict between the main body of the Contract and this Amendment 3, this Amendment 3 will control.

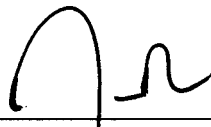
5. **Legal Effect.** The modifications set forth in this Amendment 3 are effective as of the date first written above. This Amendment 3 shall expire unless signed by Customer by October 15, 2022. Except as expressly amended or modified by the terms of this Amendment 3, all other terms of the Contract shall remain unchanged and in full force and effect.

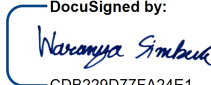
6. **Counterparts.** This Amendment 3 may be signed in any number of counterparts (which may be transmitted by facsimile, PDF, or like method of transmission), each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment 3 to be executed by their duly authorized representatives as of the date and year first written above.

Customer:

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

Signature 
 Name JD Clark
 Title County Judge
 Date 9-26-22

DocuSigned by:

 Signature Waranya Simbeck
 Name Waranya Simbeck
 Title Head of Finance
 Date 9/27/2022