

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**SOFTWARE AS A SERVICE AND IMPLEMENTATION AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND**

OpenGov, Inc.

Contract ID #1000036689

This Agreement is made this 1st day of October, 2025, in the City and County of San Francisco (“City”), State of California, by and between OpenGov, Inc. located at 660 3rd Street, Suite 100, San Francisco, CA, 94107 (“Contractor”) and City.

Recitals

WHEREAS, the Mayor’s Office (“Department”) wishes to procure Software as a Service and related implementation of a Permit Management system from Contractor; to support citywide permit processes including planning applications, code enforcement and cross-departmental permits for the Departments of Public Works, Planning, Building Inspection, Fire, Public Health, Environmental Health, Recreation and Parks, Community Investment and Infrastructure, Code Enforcement, and the Entertainment Commission; and,

WHEREAS, Contractor represents and warrants that it is qualified to provide the Software as a Service Application and the professional services, such as customization, integration, and configuration, that can only be performed by the Contractor due to the proprietary nature of the software as set forth under this Agreement; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 21.30 pursuant to waiver OCAWVR0012344 granted by the Office of Contract Administration; and

WHEREAS, this Agreement is for off-the shelf proprietary software, including software as a service (SaaS), and corresponding standard support which includes professional services, such as customization, integration, and configuration, that can only be performed by authorized vendors due to the proprietary nature of the software; as such, is exempt from Civil Service Commission review;

WHEREAS, the Department has filed Ethics Form 126f2 (Notice of Submission of Proposal) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of an elected officer of the City; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Acceptance" means notice from the City to Contractor that the deliverables identified in each Phase meets the specifications contained in Appendix A. City's Acceptance of each Phase shall be governed by the procedures set forth in Article 4 ("Services, Software Implementation and Acceptance") and Appendix A.

1.2 "Acceptance Window" means the time period following completion of each milestone/deliverable for Acceptance as set forth in Appendix A Section 7.

1.3 "Agreement" means this contract document, including all Appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.4 "Anonymized Data" means aggregated and anonymized data derived from City Data such that user, customer and client data cannot be identified which may be used to provide, maintain, develop, and improve Contractor's products and services, to provide general customer service support and improvements, and to perform data and usage analytics.

1.5 "Appendices" means the appendices listed in Article 15 ("Appendices") herein.

1.6 "Authorized Users" means a person authorized by City to access City's Portal and use the SaaS Application, including any City employee, contractor, or agent, or any other individual or entity authorized by City.

1.7 "Back-Up Environment" means Contractor's back-up Data Center for the SaaS Services."

1.8 "Beta features, functionality or software" means features, functionality or software not generally available for purchase by all Contractor's customers.

1.9 "Change Order" means a written instrument signed by both parties that modifies the Statement of Work that documents modifications to the project scope, deliverables, timelines, resource and fee allocations. All Change Orders must be authorized by both parties prior to implementation and are subject to the not to exceed amount of the contract.

1.10 "City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing," and the Mayor's Office of Civic Innovation. ,.

1.11 "City Data" means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement, including data resulting from use of the SaaS Service. City Data includes, without limitation, Confidential Information. For the avoidance of doubt, any insights, developments, or improvements arising from Anonymized Data are not City Data or City's Confidential Information.

1.12 “City Portal” means an electronic gateway to a secure entry point via Contractor’s Website that allows City and its Authorized Users to log in to an area where they can view and download information or request assistance regarding the SaaS Application and Services.

1.13 “City’s Project Manager” means the individual specified by City pursuant to Section 5.5.1 hereof, as the Project Manager authorized to administer this Agreement on City’s behalf.

1.14 “CMD” means the Contract Monitoring Division of the City.

1.15 “Confidential Information” means all confidential information including, but not limited to, business, technical, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) of the disclosing party that is marked as “Confidential” or an equivalent designation, that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure or that is subject to local, state or federal laws restricting the use and disclosure of such information. These laws include, but are not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act/California Consumer Privacy Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data. Contractor’s Confidential Information includes, without limitation, the source and object code underlying the SaaS Services and the SaaS Application, and Documentation. 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) City expressly directs Contractor 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.

1.16 “Contractor” means OpenGov, Inc., located at 660 3rd Street, Suite 100, San Francisco, CA, 94107.

1.17 “Contractor Project Manager” means the individual specified by Contractor pursuant to Section 5.5.1 hereof, as the Project Manager authorized to administer this Agreement on Contractor’s behalf.

1.18 “Contractor’s Website” means the Website that provides Authorized User access to the SaaS Application Services.

1.19 “Critical Milestones” means those milestones specified in the Project Schedule as Critical Milestones.

1.20 “Data Breach” means any access, destruction, loss, theft, use, modification or disclosure of City Data by an unauthorized party or that is in violation of the Agreement terms and/or applicable local, state or federal law.

1.21 “Data Center(s)” means a physical location within the United States where Contractor (or its subcontractor) houses and operates the hardware (including computers, computer servers, routers, and other related equipment and devices) on which Contractor (and or its subcontractor) hosts via the Internet the SaaS Application and City Data pursuant to this Agreement.

1.22 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially-completed work product, resulting from the Services provided pursuant to Appendix A, including without limitation, the work product described in the “Scope of Services” attached as Appendix A. For the avoidance of doubt, Deliverables do not include the SaaS Application, the SaaS Services, or any upgrades, updates, new features or functionality thereof.

1.23 “Disabling Code” means computer instructions or programs, subroutines, code, instructions, data or functions (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of City’s access to the SaaS Services through Contractor’s Website and/or Authorized User’s processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

1.24 “Documentation” means technical publications provided by Contractor to City relating to use of the SaaS Application, such as reference, administrative, maintenance, and programmer manuals.

1.25 “End Users” means any Authorized User who accesses Contractor’s Website and uses the SaaS Application and Services.

1.26 "Errors, Defects and Malfunctions" means either a deviation between the function of the software and functional specifications furnished by Contractor for the Project.

1.27 "Fix" means repair or replace source, object or executable code in the Programs to remedy an Error, Defect or Malfunction.

1.28 "Functional Specifications" means the written description of City's requirements, operations, and procedures, which document is to be prepared by Contractor, and upon approval by City, shall form the basis for the Acceptance of Phases as defined herein.

1.29 “Internet” means that certain global network of computers and devices commonly referred to as the “internet,” including, without limitation, the World Wide Web.

1.30 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, which impose specific duties and obligations upon Contractor.

1.31 “Open Source Software” means software with either freely obtainable source code, a license for modification, or permission for free distribution.

1.32 “Party” or “Parties” means, respectively, City and Contractor either individually or collectively.

1.32 “Party” or “Parties” means, respectively, City and Contractor either individually or collectively.

1.33 “Performance Credit” means credit due to City by Contractor with regard to Contractor’s service level obligations in Appendix D (Service Level Obligations).

1.34 “Personal Identifiable Information (PII)” means any information about an individual, including information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that can reasonably be linked to an individual, such as medical, educational, financial, and employment information.

1.35 “Phases” means the milestones specified in the Statement of Work.

1.36 “Precedence” means that, notwithstanding the terms of any other document executed by the Parties as a part of this Agreement, the terms of this Agreement shall control over any discrepancy, inconsistency, gap, ambiguity, or conflicting terms set forth in any other Contractor pre-printed document.

1.37 “Project” means implementation of a Permit Management system from Contractor; to support citywide permit processes including planning applications, code enforcement and cross-departmental permits as described in Appendix A.

1.38 “Project Data” means data that is first produced in the performance of this Agreement.

1.39 "Project Schedule" means the schedule for Contractor's completion of all phases of work, and the Critical Milestones associated with such completion as specified in Appendix A.

1.40 “SaaS Application/SaaS Software/Software” means the licensed and hosted computer program and associated documentation, as listed in this Agreement and Appendices, and any modification or Upgrades or modifications to the program(s), residing in Contractor’s servers that provides the SaaS Services that may be accessed by Authorized Users through the Internet. The SaaS Application may include Contractor provided Third-Party Software. All Software, revisions and versions provided by Contractor shall be subject to the terms and conditions of this Agreement, including any amendments thereto.

1.41 “SaaS Application Patch” means an update to the SaaS Application comprised of code inserted (or patched) into the code of the SaaS Application, and which may be installed as a temporary fix between full releases of a SaaS Application Revision or SaaS Application Version. Such a patch may address a variety of issues including without limitation fixing a Software bug, installing new drivers, addressing new security vulnerabilities, addressing software stability issues, and upgrading the Software. SaaS Application Patches are included in the annual payments made by City to Contractor for the SaaS Services under this Agreement.

1.42 “SaaS Implementation and Training Services” means the services by which Contractor will implement all necessary Software configurations and modules necessary to make the SaaS Application available and accessible to City, as specified in Appendix A.

1.43 “SaaS Issue” means a problem with the SaaS Services identified by City that requires a response by Contractor to resolve.

1.44 “SaaS Maintenance Services” means the activities to investigate, resolve SaaS Application and Services issues and correct product bugs arising from the use of the SaaS Application and Services in a manner consistent with the published specifications and functional requirements defined during implementation.

1.45 “SaaS Services” means the services performed by Contractor to host the SaaS Application to provide the functionality listed in the Documentation as described in Appendix B.

1.46 “SaaS Severity Level” means a designation of the effect of a SaaS Issue on City. Until the SaaS Issue has been resolved, the Severity Level may be raised or lowered based on Contractor’s analysis of impact to business.

1.47 “SaaS Software Error” means any failure of SaaS Software to conform in all material respects to the requirements of this Agreement or Contractor’s Documentation.

1.48 “SaaS Software Error Correction” means either a modification or addition that, when made or added to the SaaS Software, brings the SaaS Software into material conformity with the Documentation, or a procedure or routine that, when observed in the regular operation of the SaaS Software, avoids the practical adverse effect of such nonconformity.

1.49 “SaaS Software Revision” means an update to the current SaaS Software Version of the SaaS Software code that consists of minor enhancements to existing features and code corrections. SaaS Software Revisions are provided and included with the annual service payments made by City to Contractor for the SaaS Service.

1.50 “SaaS Software Version” means the base or core version of the SaaS Software that contains significant new features and significant fixes and is available to City. SaaS Software Versions may occur as the SaaS Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d, an example of which would be NCC 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 4 refers to a fix. All SaaS Software Versions are provided and included as part of this Agreement. Seven days before introducing new features on the SAAS software, Contractor shall provide City’s Project Manager written notice of the new features.

1.51 “Scheduled SaaS Maintenance” means the time (in minutes) during the month, as measured by Contractor, in which access to the SaaS Services is scheduled to be unavailable for use by City due to planned system maintenance and major version upgrades.

1.52 “Services” means the work performed by Contractor under this Agreement as specifically described in the “SaaS Implementation and Training Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.53 “Source Code” means the human readable compliable form of the Licensed Software to be provided by Contractor.

1.54 “Third-Party Software” means the software described in Appendix B, “Third-Party Software-Included in this Agreement.”

1.55 “Transition Services” means that assistance reasonably requested by City to effect the orderly transition of the SaaS Services.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on October 1, 2025 and expire on September 30, 2026, unless earlier terminated as otherwise provided herein.

2.2 **Options to Extend.** City has the option to renew the Agreement for a period of [two] (2) additional years. City may exercise this option at City’s sole and absolute discretion by modifying this Agreement as provided in Section 12.6, “Modification of this Agreement.” Extensions may be for the whole or partial period provided for above.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions.

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs.** City’s payment obligation to Contractor cannot at any time exceed the amount certified by City’s Controller for the purpose and period stated in such certification. Absent an authorized emergency per City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 12.6, “Modification of this Agreement.”

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 Compensation.

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed Five Million Nine-Hundred Thousand dollars [\$5,900,000], the breakdown of which appears in Appendix C, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. If City fails to make any payments required under this Agreement, then in addition to any other rights Contractor may have under this Agreement or applicable law, if City's account remains delinquent (with respect to payment of an undisputed invoice) for 30 days after receipt of a delinquency notice from Contractor, which may be provided via email to City's designated billing contact, Contractor may temporarily suspend City's access to the SaaS Services for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with this Agreement. City will continue to incur and owe all applicable fees irrespective of any such service suspension based on such City's delinquency. City will not honor minimum service order charges for any Services covered by this Agreement.

(a) **SaaS Implementation and Training Services:** The breakdown of costs associated with the SaaS Implementation and Training Services appear in Appendix C ("Calculation of Charges"). Compensation for services rendered pursuant to Appendix A shall be made annually in advance within 30 calendar days of receipt of the invoice, unless a different schedule is set out in Appendix A. In no event shall the amount for SaaS Implementation and Training Services under this Agreement exceed One Million Nine-Hundred Thousand dollars and no cents [\$1,900,000].

(b) **SaaS Application and Hosted Services:** The breakdown of costs associated with the SaaS Application and Hosted Services appear in Appendix C ("Calculation of Charges"). Compensation for services rendered pursuant to Appendix C shall be made annually in advance within 30 calendar days of receipt of the invoice, unless a different schedule is set out in Appendix A. In no event shall the amount for SaaS Application and Hosted Services under this Agreement exceed Four Million dollars and no cents [\$4,000,000]. If there is an increase in annual SaaS Application and Hosted Services charges, Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the applicable SaaS Application and Hosted Services period. Annual SaaS Application and Hosted Services charges shall not increase more than five percent (5%) of the rate of the year immediately prior to such increase. If the City chooses to enter into a multi-year renewal before or at the conclusion of the initial term of the Agreement in accordance with Section 2.2, the escalation on SaaS Application and Hosted Services of five percent (5%) shall be on a base price of Three and a Half Million dollars and no cents [\$3,500,000].

3.3.2 Payment Limited to Satisfactory Services. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services as set forth in the Warranty of Performance in Section 6.3.2.

3.3.3 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if

applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.4 **Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within thirty (30) calendar days, measured from the date of receipt of the invoice, unless a different schedule is set out in Appendix A. If City disputes an invoice in good faith, it will notify Contractor prior to the due date of the invoice, and the Parties will seek to resolve the dispute over a 15-calendar day discussion period. City is not required to pay disputed amounts during the discussion period, but will timely pay all undisputed amounts. After the discussion period, either Party may pursue any available remedies. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

(b) No additional charge shall accrue against City in the event City does not make payment within any time specified by Contractor.

3.3.5 **Getting paid by City for Services.**

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfgov.org).

(b) At the option of City, Contractor may be required to submit invoices directly in City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.6 **Reserved (Grant Funded Contracts).**

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit and examine such books and records related to matters related to the performance of this Agreement at reasonable places and times... Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later. In no event shall any audit occur: (1) without giving at least three business days prior written notice, (2) outside of Consultant's normal business hours, or (3) on systems where such audit may, in Consultant's sole reasonable discretion, violate its third party confidentiality obligations.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

Article 4 SaaS Services and Resources

Article 5 Services, Software Implementation and Acceptance

5.1 Services Contractor Agrees to Perform. Contractor will perform all of the services set forth in Appendix A (Statement of Work) and Appendix B (SaaS Application and Hosted Services). Officers and employees of City are not authorized to request and City is not required to compensate Contractor for services beyond those stated.

(a) **Maintenance and Support.** Contractor shall provide Maintenance/Support in accordance with Appendix B (SaaS Application & Hosting Services). Maintenance and Support Services include the provision of upgrades and a service desk, during the term of this Agreement for the SaaS Application(s).

(b) **Hosting.** Contractor shall provide hosting in accordance with Appendix B, including the following:

(i) **Hosting Infrastructure.** Contractor shall provide all hosting infrastructure, including, but not limited to, hardware, software and other equipment, at Contractor's hosting site as required to provide hosting and deliver the SaaS Application and Services.

(ii) **Security.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the Agreement. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this Agreement, unless otherwise permitted in this Agreement. Remote access to view City Data by Contractor for technical support purposes from outside the United States is prohibited without the formal written approval of City as long as City Data remains hosted solely on hardware residing on Data Centers located in the United States and no City Data is downloaded to or stored on any hardware residing on Data Centers not residing in the United States.

(iii) **Access.** Contractor shall provide Authorized Users 24/7 access to the SaaS Application(s) excluding during routine maintenance periods in accordance with Appendix D.

(iv) **Disaster Recovery and Business Continuity.** Contractor shall provide Disaster Recovery Services and assist with Business Continuity as described in Section 14.4 and Appendix E.

(c) **Service Level Obligations.** Contractor shall comply with the support (24/7 service desk) and Service Level Obligations described in Appendix D.

5.1.0 Interpretation of the Specifications. The City hereby acknowledges that the Statement of Work attached as Appendix A includes the implementation of each Project Phase. In the event of a variance between the written proposal Contractor submitted in response to City's request for information to be performed under this Agreement (the "Proposal") and the Statement of Work, the Statement of Work shall be determinative.

5.2 Change Orders.

(a) **City Proposed Change Order.** The City may at any time, by written order, submit a Change Order to Contractor. Within ten (10) working days of receiving a proposed Change Order, Contractor shall submit to City a written cost estimate, which shall

include any adjustments to fees the Project Schedule, the Statement of Work, the Acceptance criteria or any other obligations of Contractor, as applicable.

(b) **Contractor Proposed Change Order.** Contractor may also propose a Change Order involving either additions, deletions, or revisions to the Work, or any obligations imposed upon the Parties under this Agreement. Contractor's proposed Change Order shall be in the form of a Request for Change ("RFC") which shall explain, in writing, Contractor's basis for requesting the Change Order and the impact of the proposed Change Order on the Project Schedule, the cost of Work, the Agreement documents and Deliverables, and any other interdependent Work, including but not limited to, the Acceptance criteria, training, documentation, performance, resources, data conversion, users, re-engineering tasks, and all other aspects of the Project, as provided in this Agreement.

(c) Any Change Order requiring a Project price adjustment that results in an overall increase to the not to exceed Project compensation (Section 3.3), shall be agreed to in writing by the Parties and executed in the same manner as this Agreement pursuant to Section 11.5, ("Modification of this Agreement").

(d) All Change Orders must be approved, in writing, by both parties. Contractor shall not proceed with any work contemplated in any Change Order until it receives written notification to commence such work from City's Project Manager.

(e) The City shall have authority to order minor changes in the Work not involving either an adjustment in the total contract sum or an extension of the time for completion of the Work. The City's Project Manager may waive a variation in the Work if, in his or her opinion, such variation does not materially change the Project's performance.

5.3 Acceptance Procedure.

5.3.1 **Acceptance of Deliverables.** Upon completion of each Phase of the Services, City shall, within the Acceptance Window, review and notify Contractor of City's acceptance or rejection of the specifications of each completed Phase in accordance with Appendix A. Should City reject any deliverable then City is entitled to another Acceptance Window upon receipt from Contractor of the revised specifications/Phase in accordance with Appendix A.

5.3.2 **Final Acceptance of Project.** Upon completion of all Phases, City and Contractor shall conduct Acceptance Testing of the Project in accordance with the Acceptance Test Plan per the procedures in Appendix A. City will not be deemed to have Accepted any Program or the System until Contractor receives written notice of Acceptance from City in accordance with Appendix A.

5.3.3 **Failure to Pass Acceptance Tests.** In the event that City determines that the System fails to meet the standards set forth in the Acceptance Test Plan, the parties will proceed in accordance with Appendix A.

5.4 **SaaS Licensed Software.** Subject to the terms and conditions of this Agreement, Contractor hereby grants City and Authorized Users a non-transferable, non-sublicensable, non-exclusive, royalty-free license to access, display, and use the SaaS Application and SaaS Services during the Term of this Agreement and any renewals thereof, if any, for its internal use, and the purpose as described in this Agreement in Appendix A.

5.4.1 Restrictions. City may not use the SaaS Services or SaaS Application in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, City shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the SaaS Services or SaaS Application to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the SaaS Services or SaaS Application (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 SaaS Services or SaaS Application; (d) perform or disclose any benchmarking or performance testing of the SaaS Services or SaaS Application, including but not limited to load testing or stress testing, without the prior written consent of Contractor; (e) remove any proprietary notices included with the SaaS Services or SaaS Application; or (f) use the SaaS Services or SaaS Application in violation of applicable law.

5.4.2 Responsibilities. City shall be responsible for obtaining and maintaining hardware, third-party software systems of record, and third-party application programming interfaces needed to connect to, access, or otherwise use the SaaS Services or SaaS Application. City shall also be responsible for: (a) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards and (b) all uses of City user accounts by any party other than Contractor. Contractor is not responsible for the operation, support, or security of any third-party software, systems, or services not provided by Contractor.

5.4.3 Click-Wrap Disclaimer. No “click to accept” agreement that may be required for City and/or Authorized Users’ access to the SaaS Services or Contractor’s Website and no terms of use, terms of service, or privacy policy referenced therein or conditioned for use of the SaaS Services or Contractor’s Website shall apply. Only the provisions of this Agreement as amended from time to time shall apply to City and/or Authorized Users for access thereto and use thereof. The Parties acknowledge that City and/or each Authorized User may be required to click “Accept” as a condition of access to the SaaS Services through Contractor’s Website, but the provisions of such “click to accept” agreement and other terms (including terms of use, terms of service, and privacy policy) contained or referenced therein shall be null and void for City and/or each such Authorized User. The foregoing does not apply to City’s own click-wrap agreements in the event City chooses to have Contractor include terms of use, terms or service, privacy policies, or similar requirements drafted and approved by City.

5.4.4 SaaS Application Title. City acknowledges that title to each SaaS Application and SaaS Services shall at all times remain with Contractor, and that City has no rights in the SaaS Application or SaaS Services except those expressly granted by this Agreement. Contractor exclusively owns all right, title, and interest to the SaaS Services, SaaS Application, SaaS Maintenance Services, SaaS Implementation and Training Services, and Documentation, including all intellectual property rights therein. This includes without limitation, all underlying technology, software, user interfaces, visual design elements, 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 SaaS Application, SaaS Services, SaaS Maintenance Services, SaaS Implementation and Training Services, Services, or Documentation. City may not reproduce, modify, distribute, or create derivative works based on any part of the SaaS Application or SaaS Services, in whole or in part, without Contractor’s prior written consent. Notwithstanding anything to the contrary herein, Contractor hereby grants a non-exclusive, royalty-free, perpetual license to City to use, reproduce, distribute and prepare

derivative works of the Documentation and any materials delivered to City as part of the SaaS Implementation and Training Services to create City training and enablement materials (“Training Materials”) for City’s internal training and enablement purposes during the term of the Agreement, provided that City shall treat such Training Materials as Contractor’s Confidential Information in accordance with this Agreement.

5.4.5 Authorized APIs. City shall be permitted to access and use Contractor’s SaaS Application Program Interfaces (APIs) when commercially available to develop and modify, as necessary, macros and user interfaces for use with any existing or future City systems and infrastructure. For purposes of this Agreement, such development shall be deemed an authorized modification but will not be supported by Contractor unless provided for in this Agreement. Functionality and compatibility of City developed macros will be sole responsibility of City. Any such macros or user interfaces developed by City shall become the property of City subject to Contractor’s Developer Terms and Conditions available upon request. All flat-file exchanges will be over an encrypted file transport service (ftps/vsftpd/scp/sftp) to a secure private ftp site.

5.4.6 Proprietary Markings. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the SaaS Application or any related materials or Documentation.

5.5 Project Managers; Services Contractor Agrees to Perform.

5.5.1 Project Managers. Contractor and City shall each designate a Project Manager, who shall be accessible by telephone throughout the duration of the Agreement and shall be available 9 a.m. to 5 p.m. (Pacific Standard Time), Monday through Friday, excluding City-designated holidays. These hours may be adjusted by mutual agreement of City and Contractor. Contractor and City shall each use their best efforts to maintain the same Project Manager throughout the duration of the Agreement. However, if either Party needs to replace its Project Manager, such Party shall provide the other Party with written notice thereof at least forty-five (45) days prior to the date the Project Manager shall be replaced. Notwithstanding the foregoing, either Party will have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or reasonable vacations. Each Party shall notify the other Party in advance of any such temporary appointments. City may require Contractor to replace its Project Manager, by giving Contractor notification thereof and City’s objective reasons therefor.

Contractor’s Project Manager: Angelica Au
660 3rd Street, Suite 100,
San Francisco, CA 94107
aau@opengov.com
(650) 336-7167

City’s Project Manager: Sarah Bindman
Product Manager for Mayor’s Office of
Innovation
sarah.bindman@sfgov.org
(415)554-6141

5.6 Document Delivery; Training.

5.6.1 Document Delivery. Contractor will deliver Documentation in electronic format for the SaaS Application and Services at the time it gives City access to the SaaS Application and Services. The Documentation will accurately describe the functions and features of the SaaS Application and Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user. City shall have the right to make any number of additional copies of the Documentation at no additional charge.

5.7 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources for timely completion within the project schedule specified in this Agreement.

5.8 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 11 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

5.9 Independent Contractor; Payment of Employment Taxes and Other Expenses.

5.9.1 Independent Contractor. For the purposes of this Section 5.9, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that, at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

5.9.2 Payment of Employment Taxes and Other Expenses. Should City, in its reasonable discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 5.9 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

(a) **Assignment.** The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City, approval which shall not be unreasonably withheld, by written instrument executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, upon a change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor, Contractor 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 assignment in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Contractor's assets or voting securities to a successor entity, such assignee will be required to sign up to receive electronic payments to be paid under this Agreement through the commercial product provided through City's banking partner via [SF City Partner at sf.gov](https://sf.gov). Any purported assignment made in violation of this provision shall be null and void

Article 6 Insurance; Indemnity and Warranties

6.1 Insurance.

6.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Technology Errors and Omissions Liability Insurance, with limits of \$20,000,000 for each claim and each loss. The policy shall at a minimum cover errors and omissions or wrongful acts in the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(e) Cyber and Privacy Liability Insurance with limits of not less than \$20,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, PHI or other PII, stored or transmitted in electronic form.

6.1.2 Additional Insured.

(a) The Commercial General Liability Insurance policy must include as Additional Insured City and County of San Francisco and, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured City and County of San Francisco and, its Officers, Agents, and Employees.

6.1.3 **Waiver of Subrogation.** The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by Contractor, and its employees, agents and subcontractors.

6.1.4 Primary Insurance.

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

6.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, or non-renewal. Notices shall be sent to City address set forth in Section 12.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to include City and County of San Francisco and its officers, agents and employees and Contractor as additional insureds and waive subrogation in favor of City, where required.

6.2 Indemnification.

6.2.1 General Indemnification. Contractor shall defend, at its own expense, City against any third party claim or action brought against City arising from or in any way connected with Contractor's negligence in performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee (a "Claim") and shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages arising out of such Claim. The foregoing indemnity shall include reasonable fees of attorneys. In addition to Contractor's obligation to indemnify City, Contractor and City specifically acknowledge and agree that City

shall (a) promptly give notice of a Claim to Contractor, (b) give Contractor sole control of the defense and settlement of the Claim provided Contractor shall not agree to any injunctive relief or settlement that obligates the City to perform any obligation, make an admission of guilt, or incur any expense, without the City's prior written consent, (c) provide to Contractor all available information and reasonable assistance, and (d) not compromise or settle such third-party Claim. Contractor has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

6.2.2 Infringement Indemnification. If notified promptly in writing of any judicial action or informal claims brought against City based on an allegation that City's use of the SaaS Application and Services infringes a patent, copyright, or any right of a third-party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property "Infringement", and such judicial action an "Infringement Claim", Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that (a) City promptly gives notice of an Infringement Claim to Contractor; (b) Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise provided Contractor shall not agree to any injunctive relief or settlement that obligates the City to perform any obligation, make an admission of guilt, or incur any expense, without the City's prior written consent.; (c) City provides to Contractor all available information and reasonable assistance; and (d) City shall not compromise or settle such third-party Infringement Claim, only if Contractor accepts the defense and hold harmless requirements without reservation, and provided, however, that Contractor shall not agree to any injunctive relief or settlement that obligates City to perform any obligation, make an admission of guilt, fault or culpability or incur any expense, without City's prior written consent, which shall not be unreasonably withheld or delayed. In the event a final injunction is obtained against City's use of the SaaS Application and Services by reason of Infringement, or in Contractor's opinion City's use of the SaaS Application and Services is likely to become the subject of Infringement, Contractor may at its option and expense: (i) procure for City the right to continue to use the SaaS Application and Services as contemplated hereunder; (ii) replace the SaaS Application and Services with a non-infringing, functionally equivalent substitute SaaS Application and Services; or (iii) suitably modify the SaaS Application and Services to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the SaaS Application and Services. If none of these options is reasonably available to Contractor, then Agreement may be terminated at the option of either Party hereto and Contractor shall provide a pro-rata refund to City all amounts pre-paid under this Agreement for the license of such infringing SaaS Application and/or Services for the remainder of the applicable term, effective as of the date of termination of the Agreement. Any unauthorized modification or attempted modification of the SaaS Application and Services by City or any failure by City to implement any improvements or updates to the SaaS Application and Services, as supplied by Contractor, shall void this indemnity unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the SaaS Application and Services with products or data of the type for which the SaaS Application and Services was neither designed nor intended to be used, unless City has obtained prior written authorization from Contractor permitting such use.

6.2.3 Under no circumstances will City indemnify or hold harmless Contractor.

6.2.4 **Sole Remedy.** The foregoing is Contractor's sole obligation and City's exclusive remedy with respect to the infringement of the intellectual property rights of any third party, an Infringement Claim or a Claim. The indemnification obligations set forth in this Section are subject to the limitation of liability provisions of this Agreement.

6.3 Warranties of Contractor.

6.3.1 **Warranty of Authority; No Conflict.** Each Party warrants to the other that it is authorized to enter into this Agreement and that its performance of the Agreement will not conflict with any other agreement.

6.3.2 **Warranty of Performance.** Contractor warrants that when fully implemented, the SaaS Application to be configured and provided under this Agreement shall perform in accordance with the then-current Documentation. The foregoing warranty does not apply to (a) any SaaS Application that has 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 City elects to use in the beta phase of development. For any breach of this warranty, OpenGov will repair or replace any nonconforming SaaS Application so that the affected portion of the SaaS Application operates as warranted. If Contractor is unable to do so, City 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. City must give written notice of any claim under this warranty to Contractor within 90 days of City discovering the defect to receive such warranty remedies. With respect to all Services to be performed by Contractor under this Agreement, including SaaS Implementation and Training Services outlined in Appendix A, and SaaS Application and Hosted Services outlined in Appendix B, Contractor warrants that it will use reasonable care and skill. All services shall be performed in a professional, competent and workmanlike manner by Contractor personnel appropriately qualified and trained to perform such services. In the event of a breach of the foregoing warranty relating to any service under this Agreement City must give written notice of any claim under this warranty to Contractor within one hundred and twenty (120) days from the date of provision of such Services, and Contractor shall, at its sole cost and expense, re-perform such Services.

6.3.3 **Compliance with Description of Services.** Contractor represents and warrants that the SaaS Application and Services specified in this Agreement and all updates and improvements to the SaaS Application and Services will comply in all material respects with the specifications and representations specified in the Documentation (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth (i) herein or in any amendment hereto, and (ii) the updates thereto.

6.3.4 **Title.** Contractor represents and warrants to City that it is the lawful owner or license holder of all Software, materials and property identified by Contractor as Contractor-owned and used by it in the performance of the SaaS Services contemplated hereunder and has the right to permit City access to or use of the SaaS Application and Services and each component thereof. To the extent that Contractor has used Open Source Software ("OSS") in the development of the SaaS Application and Services, Contractor represents and warrants that Contractor is in compliance with any applicable OSS license(s) and is not infringing. Contractor has not and will not grant any rights to any third party that are in conflict with any of the rights

granted to City under this Agreement. In the event of a breach of the warranty in this Section 6.3.4, City's sole and exclusive remedy will be the indemnity in Section 6.2.2.

6.3.5 Disabling Code. Contractor represents and warrants that the SaaS Application and Services, and any information, reports or other materials provided to Authorized Users as a result of the operation of the SaaS Application and Services, including future enhancements and modifications thereto, will not knowingly include (i) any Disabling Code; (ii) viruses or other computer programming routines or defects that re intended to damage, detrimentally interfere with, or expropriate any system, data, or information; or (iii) any feature that does, or with the passage of time could, in any way impair the operation of the SaaS Application or Services now or hereafter.

6.3.6 CONTRACTOR DOES NOT WARRANT THAT THE SAAS 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 SAAS SERVICES. EXCEPT AS SET FORTH IN THIS SECTION, THE SAAS SERVICES ARE PROVIDED "AS IS" AND CONTRACTOR 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.

6.3.7 Business Continuity. Contractor warrants and represents to City that it has implemented and will maintain a business continuity and disaster recovery plan in accordance with this Agreement.

Article 7 Liability of the Parties

7.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

7.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

7.3 Liability of Contractor By Type. CONTRACTOR, 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 CONTRACTOR'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7.4 Liability of Contractor By Amount. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, MISREPRESENTATIONS, NEGLIGENCE, STRICT LIABILITY, OTHER TORTS OR OTHERWISE) EXCEED THREE TIMES (3X) THE FEES PAID BY CITY TO CONTRACTOR FOR THE SAAS SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 7.4 SHALL LIMIT PAYMENTS MADE UNDER A VALID INSURANCE CLAIM UNDER THE INSURANCE REQUIREMENTS IN SECTION 6.1.

7.5 The total aggregate liability shall:

- (a) apply regardless of the form or source of liability, including negligence, whether the liability was foreseeable, and whether a Party has been advised of the possibility of the liability;
- (b) not apply to either Party's liability for (i) death, bodily injury, or damage to tangible personal property resulting from a Party's negligence; (ii) gross negligence or willful misconduct; (iii) fraud; or (iv) loss or damage for which liability cannot be excluded or limited by law.

7.6 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 7.1, 7.2, 7.3, and 7.4 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 5.3.1; and (d) payment obligations under this Agreement. The consequential damages waiver in Section 7.3(b) shall not apply to damages from Contractor's obligations in Section 14.1.5.

Article 8 Payment of Taxes

8.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

8.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to

provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

8.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 9 Termination; Disposition of Content; Survival

9.1 Termination for Cause. City shall have the right, without further obligation or liability to Contractor:

To terminate this Agreement if Contractor commits any material breach of this Agreement or Event of Default (see Section 9.2 below) and fails to remedy such material breach or Event of Default within thirty (30) days after written notice by City of such breach (30-day cure period), in which event, Contractor shall provide a pro-rata refund to City for the remainder of the then-current term under this Agreement for the SaaS Application and/or Services, effective as of the date of termination.

9.2 Each of the following shall constitute an event of default (“Event of Default”) under this Agreement:

9.2.1 Contractor fails or refuses to perform or observe any material term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims	12.11	Compliance with Laws
5.9.2.(a)	Assignment	11.10	Alcohol and Drug-Free Workplace
Article 6	Insurance; Indemnity and Warranties	Article 14	Data and Security
Article 8	Payment of Taxes		

9.2.2 Contractor fails or refuses to perform or observe any other material term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within thirty (30) days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed ten days for Contractor to cure the default.

9.2.3 Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or

reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

9.2.4 A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

9.2.5 **Default Remedies.** On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. .

9.3 **Bankruptcy.** In the event that Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at City's option this Agreement shall terminate and be of no further force and effect. Upon termination of this Agreement pursuant to this Section, Contractor shall return City Data in accordance with this Agreement.

9.4 **Transition Services and Disposition of City Data.** Upon request of City, expiration, or termination of the SaaS Services under this Agreement:

9.4.1 **Transition Services.** Except in the case of termination for cause by Contractor, at any time prior to the effective date of any termination or expiration of this Agreement, the City may request that Contractor continue to provide to City with any SaaS Services then provided under this Agreement for purposes of transitioning and migrating the City off of the SaaS Services ("Transition Services"). Upon such request, the parties will develop a mutually agreed transition plan describing the Transition Services and each party's respective obligations in connection with the transition and migration of the City off the SaaS Services ("Transition Plan"). Contractor will provide the Transition Services for the period agreed to in the Transition Plan, such period not to exceed 180 days following termination or expiration of this Agreement ("Transition Period"). The City will compensate Contractor for all Transition Services at rates specified in the Transition Plan or, if no rates are agreed upon by the parties prior to the performance of the Transition Services, at Contractor's then current rates for the SaaS Implementation and Training Services. During the transition period, SaaS Application and City Data access shall continue to be made available to City without alteration. All applicable terms and conditions of this Agreement shall apply to the Transition Services.

9.4.2 **Disposition of City Data.** Contractor may immediately discontinue the SaaS Services and City shall immediately cease accessing the SaaS Application and Services at the conclusion of the Transition Services pursuant to Section 9.4.1. Contractor shall within thirty (30) calendar days of the expiration or termination of the SaaS Services return City Data in an

industry standard format upon City's request. This provision shall also apply to all City Data that is in the possession of subcontractors, agents or auditors of Contractor. Such data transfer shall be done at no cost to City. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within forty-five (45) calendar days clear, purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five (5) calendar days that such clear or purge and/or physical destruction has occurred. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

9.5 Remedies. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

9.6 Notice of Default. Any notice of default must be sent in accordance with Section 12.1, "Notices to the Parties."

9.7 Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

9.8 Survival.

9.8.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services		
		10.1	Ownership of Results
3.4	Audit and Inspection of Records		
3.5	Submitting False Claims	12.7	Dispute Resolution Procedure
5.9	Independent Contractor; Payment of Employment Taxes and Other Expenses	12.8	Agreement Made in California; Venue
Article 6	Insurance; Indemnity and Warranties	12.9	Construction
Article 7	Liability of the Parties	12.10	Entire Agreement
		12.11	Compliance with Laws
Article 8	Payment of Taxes	12.12	Severability
9.2.5	Default Remedies	14.2.1	Proprietary or Confidential Information of City
9.4	Transition Services and Disposition of Content	14.2.5	Notification of Legal Requests

9.7	Non-Waiver of Rights			
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Article 10 Rights in Deliverables

10.1 Ownership of Results. Any interest of Contractor or its subcontractors in the City Data or any configurations in the Deliverables are or shall become the property of City.

Article 11 Additional Requirements Incorporated by Reference

11.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 11, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (“Mandatory City Requirements”) are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

11.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact that constitutes a violation of Section 15.103 of City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*). Contractor further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

11.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

11.4 Consideration of Salary History. . Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

11.5 Nondiscrimination Requirements.

11.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and

132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

11.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

11.6 Reserved (Local Business Enterprise and Non-Discrimination in Contracting Ordinance).

11.7 Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

11.8 Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

11.9 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

11.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling,

offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

11.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

11.12 Reserved (Slavery Era Disclosure).

11.13 Consideration of Criminal History in Hiring and Employment Decisions.

11.13.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

11.13.2 The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

11.14Reserved (Nonprofit Contractor Requirements).

11.15Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

11.16Reserved.

11.17Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Article 12 General Provisions

12.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	City and County of San Francisco Department of Technology Contract Administration One South Van Ness Ave., 2 nd Floor San Francisco, CA 94103 DTContracts@sfgov.org
To Contractor:	OpenGov, Inc. 660 3 rd Street, Suite 100 San Francisco, CA 94107 legal@opengov.com (650) 336-7167

12.2 Any notice of default or data breach must be sent by certified mail or other trackable hard-copy written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

12.3 Compliance with Laws Requiring Access for People with Disabilities.

12.3.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

12.3.2 Contractor shall adhere to the requirements of (i) the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), (ii) Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), (iii) Section 255 of the Communications Act Guidelines, and (iv) the applicable Revised Section 508 Standards published by the U.S. Access Board (<https://www.access-board.gov/ict/>). , Contractor shall materially comply with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as amended from time to time. Contractor shall ensure that all information content and technology provided under this Agreement fully conforms to the applicable Revised 508 Standard, as amended from time to time. Contractor shall provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the Services provided under this Agreement.

12.4 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

12.5 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

12.6 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement

12.7 Dispute Resolution Procedure.

12.7.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

12.7.2 Government Code Claim Requirement. No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

12.7.3 Reserved (Health and Human Service Contract Dispute Resolution Procedure).

12.8 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

12.9 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

12.10 Entire Agreement. This contract, including the Appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 12.6 (“Modification of this Agreement”).

12.11 Compliance with Laws. Contractor shall keep itself fully informed of City’s Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

12.12 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

12.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

12.14 Order of Precedence. The Parties agree that this Agreement, including all Appendices, sets forth the Parties’ complete agreement. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City’s terms and Contractor’s printed terms, City’s terms shall take precedence. Any hyperlinked terms included in Contractor’s terms shall have no legal effect.

Article 13 Department Specific Terms

13.1 Reserved.

Article 14 Data and Security

14.1 Management of City Data.

14.1.1 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of

City Data is the exclusive property of City. For the avoidance of doubt, City agrees that all insights, developments, or improvements arising from Anonymized Data by Contractor shall be the exclusive property of Contractor. Contractor warrants that the SaaS Application does not maintain, store, or export City Data using a database structure, data model, entity relationship diagram or equivalent.

14.1.2 Use of City Data. Contractor agrees to hold City Data received from, created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City's City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, including user tracking and exception City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis. City agrees that Contractor and its authorized partners may Anonymized Data to provide, maintain, develop, and improve Contractor's products and services, to provide general customer service support and improvements, and to perform data and usage analytics.

14.1.3 Access to and Extraction of City Data. City shall have access to City Data 24-hours a day, 7 days a week. The SaaS Application shall be capable of creating a digital, reusable copy of City Data, in whole and in parts, as a platform independent and machine-readable file. Such file formats include, without limitation, plain text files such as comma-delimited tables, extensible markup language, and javascript object notation. City Data that is stored in binary formats, including without limitation portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was loaded into the SaaS Application. This reusable copy must be made available in a publicly documented and non-proprietary format, with a clearly-defined data structure and a data dictionary for all terms of art contained in the data. For purposes of this Section, non-proprietary formats include formats for which royalty-free codecs are available to End Users. Contractor warrants that City shall be able to extract City Data from the SaaS Application on demand, but no later than 24-hours of City's request, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees to Contractor).

14.1.4 Backup and Recovery of City Data. As a part of the SaaS Services, Contractor is responsible for maintaining a backup of City Data and for an orderly and timely recovery of such data in the event of data corruption or interruption of the SaaS Services. Unless otherwise described in Appendices A and/or B, Contractor shall maintain a contemporaneous backup of City Data that can be recovered within the requirements in this Agreement and as outlined in Appendix D and maintaining the security of City Data as further described herein. Contractor's backup of City Data shall not be considered in calculating storage used by City.

14.1.5 Data Breach; Loss of City Data. In the event of any Data Breach, act, SaaS Software Error, omission, negligence, misconduct, or breach that compromises the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of City Data, Contractor shall, as applicable:

(a) Notify City following discovery without undue delay, but not to exceed within seventy-two (72) hours, of a Data Breach. Contractor's report shall identify:

- (i) the nature of the unauthorized access, use or disclosure;
- (ii) the Confidential Information accessed, used or disclosed;
- (iii) the person(s) who accessed, used, disclosed and/or received protected information (if known);
- (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
- (v) what corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

(b) Contractor shall coordinate with City in its breach response activities including without limitation:

- (i) Immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;
- (ii) Promptly (within 2 business days) designate a contact person to whom City will direct inquiries, and who will communicate Contractor responses to City inquiries;
- (iii) As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by City, and undertake appropriate response activities;
- (iv) Provide status reports to City on Data Breach response activities, either on a daily basis or a frequency approved by City;
- (v) Make all reasonable efforts to assist and cooperate with City in its Breach response efforts;
- (vi) Ensure that knowledgeable Contractor staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach; and
- (vii) Cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City.

(c) In the case of PII or PHI, at City's sole election, (a) notify the affected individuals as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (b) reimburse City for any costs in notifying the affected individuals;

(d) In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no fewer than twenty-four (24) months following the date of notification to such individuals;

(e) Perform or take any other actions required to comply with applicable law as a result of the occurrence;

(f) Recreate lost City Data in the manner and on the schedule set by City without charge to City; and

(g) Provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

(h) Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain (at City's election) information that may include: name and contact information of Contractor's (or City's) representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor.

(i) Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

(j) City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Contractor to do so.

14.2 Proprietary or Confidential Information.

14.2.1 Proprietary or Confidential Information of City. Both Parties understand and agree that, in the performance of the work or services under this Agreement may involve access to the other Party's Data, which includes proprietary or Confidential Information. Either Party and its subcontractors or agents shall use City Data only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of City Data and only as necessary in the performance of this Agreement. Either Party's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of City Data shall be deemed a material breach of this Agreement, for which the disclosing Party may terminate the Agreement. In addition to termination or any other remedies set forth in this Agreement or available in equity or law, City may bring a false claim action against Contractor pursuant to Chapters 6 or 21 of the Administrative Code, or debar Contractor. Contractor agrees to include all of the terms and conditions regarding City Data contained in this Agreement in all subcontractor or agency contracts providing services under this Agreement.

14.2.2 Obligation of Confidentiality. Subject to San Francisco Administrative Code Section 67.24(e), any state open records or freedom of information statutes, and any other applicable laws, Contractor agrees to hold all City Data in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such City Data to third-parties other than its employees, agents, or authorized subcontractors who have a need to know in connection with this Agreement or to use such City Data for any purposes whatsoever other than the performance of this Agreement. Contractor agrees to advise and require its respective employees, agents, and subcontractors of their obligations to keep all City Data confidential.

14.2.3 Nondisclosure. Both Parties agree and acknowledge that it shall have no proprietary interest in any Confidential Information of the other Party and will not disclose, communicate or publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by the disclosing Party, any of Confidential Information it produces, receives, acquires or obtains from the disclosing Party. Both Parties shall take all necessary steps to ensure that City Data is securely maintained 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. Both parties' obligations set forth herein shall survive the termination or expiration of this Agreement. In the event either Party becomes legally compelled to disclose any City Data, it shall provide disclosing Party with prompt notice thereof and shall not divulge any information until disclosing Party has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by City are unsuccessful, or City otherwise waives its right to seek such remedies, Contractor shall disclose only that portion of City Data that it is legally required to disclose.

14.2.4 Litigation Holds. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

14.2.5 Notification of Legal Requests. Both Parties shall immediately notify the other Party in writing upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to either Party's Confidential Information or Data under this Agreement, or which in any way might reasonably require access to either Party's Confidential Information or Data, and in no event later than twenty-four (24) hours after Contractor receives the request, to give the other Party an opportunity to oppose or limit the disclosure. Neither Party shall respond to Legal Requests related to the disclosing Party without first notifying the disclosing Party other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Both Parties shall retain and preserve the other Party's Data in accordance with the disclosing Party's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the disclosing Party to the receiving Party, independent of where the disclosing Party's Data is stored.

14.2.6 Cooperation to Prevent Disclosure of City Data. Both Parties shall use its best efforts to assist the disclosing Party in identifying and preventing any unauthorized use or disclosure of any City Data. Without limiting the foregoing, the receiving Party shall advise the disclosing Party immediately in the event the receiving Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the

terms of this Agreement and the receiving Party will cooperate with the disclosing Party in seeking injunctive or other equitable relief against any such person.

14.2.7 Remedies for Breach of Obligation of Confidentiality. Both Parties acknowledge that breach of its obligation of confidentiality may give rise to irreparable injury to the disclosing Party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, the disclosing Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available, to include, at the sole election of the disclosing Party, the termination of this Agreement, without liability to the disclosing Party.

14.2.8 Surrender of City Data upon Termination. Upon termination of this Agreement, including but not limited to expiration of the term, Contractor shall, within forty-five (45) calendar days from the date of termination, return to City any and all City Data received from City, collected or created by Contractor on behalf of City, which are in Contractor's possession, custody, or control. The return of City Data to City shall follow the timeframe and procedure described further in this Agreement (Article 9).

14.2.9 Data Security. To prevent unauthorized access of City Data,

(a) Contractor shall at all times during the Term provide and maintain up-to-date security systems and procedures, and adjust its security systems and procedures in response to relevant changes in technology, with respect to (a) the Services, (b) Contractor's Website, (c) Contractor's physical facilities, (d) Contractor's infrastructure, and (e) Contractor's networks.

(b) Contractor shall provide security for its networks and all Internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs.

(c) Contractor will maintain appropriate safeguards to restrict access to City Data to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor.

(d) For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., most current industry standard encryption for transport and storage, such as the National Institute of Standards and Technology's Internal Report 7977 or Federal Information Processing Standards [FIPS] 140-2 [Security Requirements for Cryptographic Modules] or FIPS-197 or successors, intrusion prevention/detection or similar barriers) and secure authentication (e.g., password protected) access to hosted City Data.

(e) For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of City Data.

(f) City Data shall be encrypted at rest and in transit with controlled access.

(g) Contractor will establish and maintain any additional physical, electronic, administrative, technical and procedural controls and safeguards to protect City Data that are no less rigorous than accepted industry practices (including, as periodically amended or updated, the International Organization for Standardization's standards: ISO/IEC 27001:2005 –

Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, NIST Special Publication 800-53 Revision 5 or its successor, NIST Special Publication 800-18 or its successor, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security), and shall ensure that all such controls and safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(h) Contractor warrants to City compliance, in performing its obligations hereunder, with the following (as periodically amended or updated) as applicable:

- (i) The California Information Practices Act/California Consumer Privacy Act (Civil Code §§ 1798 et seq);
- (ii) Relevant security provisions of the Internal Revenue Service (IRS) Publication 1075, including the requirements that Data not traverse networks located outside of the United States.
- (iii) Relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) including the PCI DSS Cloud Computing Guidelines;
- (iv) Relevant security provisions of the Social Security Administration (SSA) Document Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration;
- (v) Relevant security provisions of the Criminal Justice Services (CJIS) Security policy;
- (vi) Relevant security provisions of the Medi-Cal Privacy and Security Agreement between the California Department of Health Care Services and the County of San Francisco.

14.2.10 Data Privacy and Information Security Program. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program and procedures in response to relevant changes in technology and internal and external threats to information security, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of City Data; (iii) protect against unauthorized disclosure, access to, or use of City Data; (iv) ensure the proper disposal of City Data; and (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

14.2.11 City's Right to Termination for Deficiencies. City may terminate this Agreement, without limitation and without liability, if City reasonably determines that Contractor materially breaches this Article 14.

14.2.12 Data Transmission. Contractor shall ensure that all electronic transmission or exchange of system and application data with City and/or any other parties expressly designated by City shall take place via encrypted secure means (e.g. HTTPS or SFTP or most current industry standard established by NIST). Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City. Contractor is prohibited from accessing City Data from outside the United States except as provided for in Section 5.1(b)(ii) of this Agreement.

14.3 American Institute of Certified Public Accounts (AICPA) Audit Reports.

14.3.1 Contractor shall provide to City, on an annual basis, an SSAE 18, SOC 2, Type 2 Report, to be conducted by an independent third party ("Audit Reports") (if Contractor is using a hosting service provider, Contractor shall provide such Audit Reports it receives from its service provider or providers) as follows: (a) the Audit Reports shall include a 365 day (12-month) testing period; and (b) the Audit Reports shall be available to City no later than thirty (30) days after they are received by Contractor. If Contractor receives a so-called "negative assurance opinion," or the annual Audit Report finds a material data privacy or information security issue, Contractor shall notify City of such opinion within three (3) days of receipt by Contractor. Contractor shall implement reasonably required safeguards as identified by any audit of Contractor's data privacy and information security program or promptly notify City in writing if Contractor is unable to implement mitigation measures to address the issue(s). Upon any such notification, City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

14.3.2 Payment Card Industry ("PCI") Requirements. Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements, as applicable:

14.3.3 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

14.3.4 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third-party audit process. Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

14.3.5 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

14.3.6 For items 13.4.1 to 13.4.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

14.3.7 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate thirty (30) calendar days prior to its expiration.

14.3.8 **Bank Accounts.** Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third-party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

14.4 **Protected Health Information.** As applicable, Contractor, all subcontractors, all agents and employees of Contractor, and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, City may terminate the Agreement.

Reserved (Business Associate Agreement).

Article 15 Force Majeure

15.1 **Liability.** No Party shall be liable for delay in the performance of its obligations under this Agreement if and to the extent such delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, or any other cause beyond the reasonable control of such Party (a "Force Majeure Event"). In the case of a Force Majeure Event, Contractor shall immediately commence disaster recovery services as described in Section 15.4.

15.2 **Duration.** In a Force Majeure Event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within two (2) days of the inception of such delay) describing the nature of the delay and the non-performing Party's estimate of the length of the delay.

15.3 **Effect.** If a Force Majeure Event substantially prevents, hinders, or delays performance of the Services as critical for more than thirty (30) consecutive days, then at City's option: (i) City may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) City

may terminate this Agreement without liability to City or Contractor as of a date specified by City in a written notice of termination to Contractor. Contractor shall not have the right to any additional payments from City for costs or expenses incurred by Contractor as a result of any force majeure condition that lasts longer than three (3) days.

15.4 Disaster Recovery. In the event of a disaster, as defined below, Contractor shall provide disaster recovery services in accordance with the provisions of the disaster recovery plan attached as Appendix E hereto, or as otherwise set forth in this Agreement or any Statement of Work. Notwithstanding Section 15.1, a Force Majeure Event shall not excuse Contractor of its obligations for performing disaster recovery services as provided in this Section. In the event that a disaster occurs and Contractor fails to restore the hosting services within 24 hours of the initial disruption to Services, City may, in its discretion, deem such actions to be a material default by Contractor incapable of cure, and City may immediately terminate this Agreement within ten (10) days of the initial disruption. For purposes of this Agreement, a “disaster” shall mean an interruption in the hosting services or the inability of Contractor to provide City with the SaaS Application and hosting services for any reason that could not be remedied by relocating the SaaS Application and hosting services to a different physical location outside the proximity of its primary Data Center. For the avoidance of doubt, the term “Disaster” as used in this section is not a Force Majeure Event.

15.5 Acknowledgment of Obligations. Contractor expressly acknowledges and agrees that in no circumstance will a Force Majeure Event relieve it from any of its security, disaster recovery, and/or business continuity obligations set forth in this Agreement. Additionally, obligations of indemnification under this Agreement will not be relieved, delayed, or limited due to Force Majeure Events.

Article 16 Appendices

16.1 Appendices. The following appendices are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

Appendices:

- A. SaaS Implementation and Training Services
- B. SaaS Application & Hosting Services
- C. Calculation of Charges
- D. Service Level Agreement
- E. Disaster Recovery Plan
- F. Reserved

Article 17 MacBride And Signature

17.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve

employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

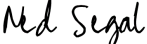
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

OpenGov, Inc.

Signed by:

3780CB4063EF4B0...
Ned Segal
Chief of Housing and Economic Development
Office of the Mayor

October 2, 2025 | 5:09 PM PDT

Signed by:

042E57B5396E4E8...
Sam Kramer
SVP, Finance

October 2, 2025 | 7:31 PM PDT

City Supplier Number: 0000053406

Approved as to Form:

David Chiu
City Attorney

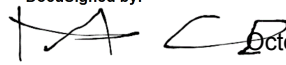
By: Signed by:

3AA5640935284BE...
Margarita Gutierrez
Deputy City Attorney

October 1, 2025 | 6:26 PM PDT

Approved:

Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: DocuSigned by:

0678C8C4FB3C445...
Paul Cheng
Supervising Purchaser

October 2, 2025 | 10:09 AM PDT

Appendix A

SOW



Statement of Work

City and County of San Francisco, CA

Creation Date: 8/13/2025
SoW Expiration Date: 11/13/2025
Document Number: PS-09086.13
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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to the City and County of San Francisco, CA ("Customer" or "CCSF") under the applicable Order Form. Professional Services not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

- 2.1. Exhibit 1: Implementation Activities
 - 2.1.1. Permitting & Licensing
- 2.2. Exhibit 2: Technical Requirements
- 2.3. Exhibit 3: Definitions
- 2.4. Exhibit 4: Change Management
- 2.5. Exhibit 5: Project Team Structure
- 2.6. Exhibit 6: Initial Record Type List
- 2.7. Exhibit 7: Illustrative Iterative Deployment
- 2.8. Exhibit 8: Expected Training Outcomes
- 2.9. Exhibit 9: Project Governance Model
- 2.10. Exhibit 10: On-Site Support Requirements
- 2.11. Exhibit 11: RACI - Consolidated Ownership
- 2.12. Exhibit 12: Expert Services

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

If customer does not accept deliverable due to lack of requirements being met and provides failure in writing within specified dates, OpenGov must provide a new iteration within 10 days. If the next iteration does not meet requirements, the issue will be raised with Governance as specified in Exhibit 9. The change in schedule due

to failure of meeting acceptance will be at no cost to CCSF unless there is a change in scope by CCSF.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions on Customer's behalf ("Customer's Project Manager"). If the Customer's Project Manager is unavailable or otherwise needs to be replaced, Customer will designate a new Customer's Project Manager and notify OpenGov in accordance with Section 5.5.1 (Project Managers) of the Agreement. The Customer's Project Manager will coordinate Customer's internal resources, assign subject matter experts ("SMEs") necessary to support the Services and the Project Plan, and project manage and oversee Services implementation. The Customer's Project Manager and relevant SMEs will: (a) attend all reasonably scheduled status meetings, (b) make and communicate timely decisions when requested by OpenGov, (c) promptly provide complete and accurate information as requested by OpenGov, (d) escalate issues internally when necessary, and (e) actively collaborate on the Project Plan and Change Order process, if applicable. The Customer's Project Manager will have the authority to designate delegates/representatives to serve as the Project Manager, be the primary point of contact, and make binding decisions for key topic areas as determined by the City. In those cases, OpenGov will work with the selected delegate/representative on key decisions and communications.

Customer acknowledges that the successful and timely performance of the Services is contingent on its full cooperation and participation. Without limiting the foregoing, Customer must: (i) provide data within ten (10) business days of a request based on documented specifications provided by OpenGov, (ii) maintain consistent data formats and access throughout the project based on defined and agreed upon data dictionary, and (iii) commit the necessary Customer resources, personnel and time to support the deliverables and meet any agreed-upon timelines in the Project Plan.

Joint Project Management Responsibilities

Any failure by OpenGov or Customer to meet its responsibilities under this SOW will result in an escalation to the Governance Committee, as described in Exhibit 9.

5. Project Delivery

OpenGov will perform services under this SOW in accordance with Exhibit 10. Customer will provide a suitable workspace, including a conference room with attendee capacity, non-public Wi-Fi, and AV equipment.

6. **Estimated Schedule**

The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer. Any substantial risks to the overall project timeline will require resolution by OpenGov and CCSF stakeholders and sign off by the Steering Committee.

Project Phasing and Timeline: The deliverables will be structured in one phase with three (3) distinct Go-Live drops. Each Go-Live will include a subset of the Record Types listed in Exhibit 6. Assuming project commencement no later than late October 1, 2025, the anticipated timeline is as follows:

- Go Live 1: Targeted for delivery completion by February 13, 2026.
- Go Live 2: Targeted for delivery completion by March 2, 2026.
- Go Live 3: Targeted for delivery completion by March 16, 2026.

All project plans, milestones, and timelines are subject to adjustment upon mutual agreement between Customer and OpenGov.

This project will focus on delivering a streamlined, digital permitting experience through OpenGov Permitting & Licensing. This phase will enable applicants to apply for permits online, the public to view the status of permit, and have staff collaborate on reviewing, collecting fees for, and issuing permits. Following our scoping discussions with the City of San Francisco, it has been determined that no bi-directional integrations with existing permitting systems of record will be developed as part of this project. Any deliverables outside the scope of this project will be undertaken in a follow-on engagement. The requirements for this project include:

Deliver a digital applicant experience

- Provide a user-friendly online public portal
- Establish a single digital “front door” where applicants can see all permit types the City offers as listed in Exhibit 6
- Deliver a digital portal for submitting applications based on the deliverables in this scope.

- Enable a public-facing (no login required) permit tracking tool for looking up the status of a permit in this scope
- Deliver dashboards for applicants to track their application status across all project and permit stages. These dashboards will only include projects/permits in this scope

Deliver an Integrated Permitting System

- Deliver interdepartmental unified workflows for the permit types in this scope that support intake, completeness check, plan review, approval, fee calculation, fee collection, inspections, and issuance of permits.
- Provide document management and access to historical project/property data.
- Support multiple review cycles per permit/project.
- Scheduling of electronic plan review and inspections.
- Support create, read, update, and delete (CRUD) permissioning at the field level to ensure Staff have the correct level of access to read and write data.
- Implement role based access controls that enforce a separation of duties among user groups.
- Fee calculations based on record submission dates.
- Produce dashboards for City leadership to drive performance accountability and process improvement.

In addition to these focus areas, the City also requires a mechanism by which draft changes to permitting workflows can be promoted to "live" to users.

The following Record Types will be included in the initial Go-Live Event scheduled above in Section 8 in accordance with Exhibit 6:

This scope will include permits from the following departments:

- San Francisco Fire Department (SFFD)
- San Francisco Department of Building Inspection (DBI)
- San Francisco Planning for Special Events (CPC)

The following departments are expected to participate in:

- San Francisco Fire Department (SFFD)
- San Francisco Department of Building Inspection (DBI)
- San Francisco Planning Department (CPC)
- Treasurer and Tax Collector (TTX)

- San Francisco Permit Center
- San Francisco Department of Public Health
- San Francisco Environmental Health Branch (EHB)
- Entertainment Commission of San Francisco
- San Francisco Municipal Transportation Agency (SFMTA)

OpenGov and the City acknowledge that additional data sources or integration points may be identified during project planning. Any adjustments to the originally scoped integration work must be mutually agreed upon in writing and evaluated based on resource availability, timeline impacts, and alignment with the current scope and project timeline. Inclusion of any new data sources not listed in this SOW will be subject to a joint review process and may require a formal change order or reallocation of priorities within the workplan. OpenGov will collaborate with the City to identify feasible options that do not materially delay the overall timeline. The following integrations and data migrations are understood to be needed:

1. Single sign-on - SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall
2. California State Licensing Bureau (CSLB) (integration)
3. City's Enterprise Addressing (integration) as per OpenGov Master Address Table requirements
4. Unified Data Hub - Snowflake (Data Push of Tax Collector Business Registration - integration)
5. Fire Prevention Inspection System on Oracle (migration)
6. Hyland OnBase (integration via the Advanced Reporting Integration)
7. City's cashiering solution - EUNA or iPayment (integration)
8. City's web payment processor - EUNA (integration)
9. Bluebeam (integration)
10. Document Management Solution (integration via the Advanced Reporting Integration)
11. ESRI GIS (integration)

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. The Customer will have up to ten (10) business days from receipt to provide written acceptance or a list of requested revisions. However, OpenGov strongly recommends a review turnaround of forty-eight to seventy-two (48-72) hours by both the Customer and OpenGov in order to preserve project timelines and avoid

putting the targeted go-live date at risk. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If the Customer does not respond within the ten (10) business day period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order. The City shall be provided with no fewer than thirty (30) business days to review and approve all deliverables associated with the Final Go-Live Milestone.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays. The hold period will end following Customer's completion of the actions identified by OpenGov on the notice.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Our Implementation Approach

Every OpenGov implementation follows a five-phase hybrid methodology designed to deliver clarity, collaboration, and measurable success. This approach ensures that every project is deployed with precision while empowering our customers to achieve rapid time-to-value.

Our process combines the **discipline of waterfall for clear milestones** with the **flexibility of agile to adapt to evolving needs**, ensuring your deployment is both structured and responsive.

The Five Phases of Deployment

1. **Initiate** – We provision your OpenGov environment, perform initial system setup, and align all stakeholders on scope, timelines, and success criteria.
2. **Validate** – Through collaborative workshops, we confirm your requirements, review initial configurations, and ensure alignment between your goals and our solution.
3. **Configure** – Our team configures your system as outlined in the Statement of Work, incorporating best practices to ensure scalability, accuracy, and ease of use.
4. **Train** – We deliver targeted training for system administrators and/or end users, ensuring your team has the confidence and skills to maximize the platform.
5. **Launch** – We provide post-go-live support to ensure stability and a seamless transition to your dedicated OpenGov Customer Success Manager.

Structured for Accountability and Momentum

Deliverables, sign-offs, and completion criteria are tied to each phase, creating transparent checkpoints that keep the project moving forward. Our hybrid methodology allows us to anticipate challenges, respond to change, and keep your implementation on track—without sacrificing quality or stakeholder engagement.

At OpenGov, an implementation is more than just system deployment—it's the beginning of a long-term partnership built on trust, collaboration, and measurable results. Exhibit 7 provides an illustration of our Iterative Deployment Approach.

Project Deliverable Phase Guide

All deliverables below will take place during the Validate and Configure phases of OpenGov's Implementation Methodology

Deliverable	Type
Master Address Table	Integration
Single sign-on	Product Feature
Hyland OnBase	Integration via the Advanced Reporting Integration
California State Licensing Bureau (CSLB)	Integration
Unified Data Hub - Snowflake	Single Integration
Fire Prevention Inspection System on Oracle	Migration
CityBase EUNA	Integration
iPayment or EUNA Cashiering	Integration
Bluebeam	Integration
Document Management Solution	Integration via the Advanced Reporting Integration
ESRI GIS with Flags	Integration
Record Types in Exhibit 6	Record Type Configuration

Permitting & Licensing

Service Areas (City Permitting Bodies in San Francisco) for Permitting & Licensing:

- Department of Building Inspection (DBI)
- San Francisco Fire Department (SFFD)
- San Francisco Planning for Special Events

Initiate

Environment Set up

OpenGov Responsibilities:

OpenGov will:

- **Environment Setup** – Create a sandbox/test environment and production environment.
- **User Access Provisioning** – Configuration of permissions for project team members.
- **Detailed Project Plan and Charter** – Confirmation of deliverables; Creation of Milestones, task assignments, and dependencies.

City of San Francisco Responsibilities:

Customer will:

- Confirm access to entity and modules.

Completion Criteria:

- Customer verifies access to the site.
- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on the Project Plan and Charter

Data Initiation

OpenGov Responsibilities:

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.

City of San Francisco Responsibilities:

Customer will:

- Provide the required data in a timely manner.
- Identify the City's data subject matter experts who will be aligned to this project.

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Review & Validation Sessions

OpenGov Responsibilities:

As part of our embedded project team structure, OpenGov will lead a series of onsite working sessions early in the project focused on technical alignment, data readiness, and

validation of key assumptions. These sessions will serve as an interactive launch point for the implementation, ensuring shared understanding across both business and technical stakeholders. OpenGov will ensure our project team maintains a regular onsite presence at least four days per week. We will also remain flexible to accommodate any City-specified scheduling preferences, department-specific space considerations, or situations requiring reasonable accommodations. Our goal is to ensure that OpenGov team members are present and engaged in a manner that best supports your staff, while remaining attentive to the project's requirements.

OpenGov will:

- Facilitate onsite working meetings with City staff to review and validate technical requirements
- Walk through project deliverables and expectations, with a focus on integration points, data structures, and system access
- Document the technical configuration requirements, API dependencies, and data transformation needs
- Provide examples and templates for data ingestion, form schema, and workflow dependencies

This approach allows our teams to proactively align on infrastructure needs, streamline early decisions, and avoid downstream technical blockers.

City of San Francisco Responsibilities:

- Identify and assign technical and business stakeholders to participate in onsite review sessions
- Identify data subject matter experts to participate in both onsite and remote data workshops
- Confirm availability of integration and system architecture representatives
- Provide relevant data and documentation (e.g., legacy data exports, integration specs, known schemas / data architectures / data structures / data formats) within two (2) weeks of project kickoff
- Validate requirements and sign off on project baseline assumptions and scope

Completion Criteria:

- Onsite technical validation sessions have been completed
- Key deliverables and configuration assumptions have been reviewed and approved
- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on the project plan and technical onboarding components

Collaborative Requirements Discovery & Design

OpenGov Responsibilities:

OpenGov will provide a blended team model to support San Francisco's implementation. OpenGov will ensure our project team maintains a regular onsite presence at least four days per week. We will also remain flexible to accommodate any City-specified scheduling preferences, department-specific space considerations, or situations requiring reasonable accommodations. Our goal is to ensure that OpenGov team members are present and engaged in a manner that best supports your staff, while remaining attentive to the project's requirements. This includes:

- A dedicated onsite team embedded within City operations to facilitate ongoing collaboration, rapid feedback cycles, and real-time support throughout implementation.
- Additional remote subject matter experts and specialists who will participate as needed onsite or virtually to support specific phases such as workflow design, data migration, integrations, and training.

This hybrid team approach ensures:

- Daily proximity and alignment with city staff and departmental workflows
- Flexible and effective deployment of deep technical and functional expertise
- Consistent momentum without waiting on centralized approvals or remote-only cycles

To kick off this engagement, OpenGov will lead an onsite Discovery and Design Workshops with OpenGov team members present full time in San Francisco. Additional sessions will follow this to support deeper workflow and configuration design across departments.

The goal of this discovery phase is to:

- Deepen our understanding of San Francisco's permitting and licensing operations
- Facilitate structured workshops and interviews with key stakeholders to define local requirements, map current processes, and identify opportunities for improved service delivery.
- Develop initial workflows and system configuration recommendations aligned with best practices and OpenGov platform capabilities.

OpenGov will document and validate findings to guide the configuration and implementation phases.

City of San Francisco Responsibilities:

- Identify and coordinate the participation of appropriate stakeholders and subject matter experts for all workshop sessions
- Ensure continuity and consistent engagement from identified stakeholders across departments
- Provide suitable facilities for onsite sessions (conference room or collaboration space)
- Ensure internet access for OpenGov participants during onsite visits
- Provide access to relevant systems, policies, or documentation as needed

Completion Criteria:

- Onsite discovery sessions have been completed
- A documented summary of requirements, challenges, and initial workflow models is delivered to the City of San Francisco.
- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off that Requirements Discovery & Design is complete.

Configure**Onsite Configuration Workshop**OpenGov Responsibilities:

As part of our embedded team presence, OpenGov will facilitate Record Type Configuration Workshops onsite in San Francisco, led by OpenGov configuration experts. These resources will collaborate closely with City staff to co-design and begin configuring key Record Types identified during discovery. OpenGov will ensure our project team maintains a regular onsite presence at least four days per week. We will also remain flexible to accommodate any City-specified scheduling preferences, department-specific space considerations, or situations requiring reasonable accommodations. Our goal is to ensure that OpenGov team members are present and engaged in a manner that best supports your staff, while remaining attentive to the project's requirements.

Because the OpenGov team is already onsite, this workshop is designed to be hands-on and iterative, ensuring real-time feedback, alignment with departmental workflows, and acceleration of early configuration milestones.

During the workshop, OpenGov will:

- Partner with San Francisco Subject Matter Experts (SMEs) to configure selected Record Types directly in the system
- Demonstrate how to manage field logic, workflows, fees, and user permissions
- Validate configurations against actual city permitting use cases
- Document recommendations for additional configurations post-workshop

City of San Francisco Responsibilities:

- Coordinate participation from departmental SMEs relevant to the Record Types in scope
- Ensure continuity of engagement across the full three-day workshop window
- Provide access to necessary systems, policies, or data that may inform configuration decisions
- Host the sessions in an appropriate space with internet access and collaborative meeting resources

Completion Criteria:

- The onsite configuration workshop has been completed
- Record Types have been configured collaboratively
- OpenGov has provided documentation of progress and next steps for further configuration
- Via DocuSign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off Configuration Workshops are complete.

Record Types Deliverables

OpenGov Responsibilities:

OpenGov will configure the following for each Record Type:

- **Record Type Setup:** Creation of record types as defined below in the PLC environment, including unique name, department assignment, and prefix code.
- **Form Design & Configuration:** Custom application form(s) with required and optional fields; Section layouts and field ordering for usability; and Conditional visibility logic (e.g., fields shown based on applicant's responses).
- **Workflow Configuration:** Definition of all workflow steps/stages (application intake, review, inspection, approval); Task assignments to departments or user roles; SLA timers and auto-escalation rules; and Conditional routing logic based on form inputs.
- **Inspection Configuration:** Inspections are configured as workflow steps within a record type, allowing them to be conditionally triggered, auto-assigned to inspectors or groups, and tailored with customizable inspection types and checklists. Each inspection step supports scheduling, results entry, and routing, and can be managed through both the web platform and the mobile app, including offline functionality.
- **Output Document Templates:** Permit document template(s), letters or notices with dynamic merge fields.
- **Fee Schedule Setup:** Fee table(s) with calculations based on form fields or valuation data; Tiered or flat fee rules; and Automated fee triggering based on workflow stage or application inputs.

OpenGov will use the Record Types listed in [Exhibit 6](#) of this Statement of Work to represent an initial starting point. During the Planning Phase (Initiate and Validate), the OpenGov project team and Customer will jointly conduct a permit mapping and "bucketing" exercise to optimize the permit application process and reduce redundancy and increase efficiency. This exercise will establish a foundational baseline that anchors the subsequent project milestones and supports timely delivery of the overall implementation plan. OpenGov will configure record types for the following City departments:

- Department of Building Inspection (DBI)
- San Francisco Fire Department (SFFD)
- San Francisco Planning for Special Events

The following Record Types will be included in the initial Go-Live Event scheduled for February 2026 [Exhibit 6](#).

City of San Francisco Responsibilities:

Customer will:

- Attend Working Sessions – Participate in structured review and validation sessions to assess initial draft configurations, provide feedback, and approve refinements.
- Perform Testing – Conduct functional testing of each configured record type to ensure accuracy, usability, and compliance with requirements.
- Provide Timely Feedback – Deliver consolidated feedback within agreed timelines to avoid delays in configuration and deployment.
- Identify named Champion / Power Users in order to prepare in advance for the Train phase.

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type and associated workflow.

Data Deliverables

Master Address Table (MAT) Integration

OpenGov Responsibilities:

OpenGov will:

- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file
- San Francisco can update the MAT on a nightly basis by uploading a new file with the most recent location data, assuming the file format does not change and the unique IDs for existing locations do not change.

City of San Francisco Responsibilities:

- Provide a populated MAT mapping template and flat file (CSV or XLSX) or provide access via API which includes the ability to query and return only the locations based on last updated dates or new records.
- Validate that the Unique ID (MAT ID) column is unique.

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off that the Master Address Table has been loaded and configured correctly.

ESRI ArcGIS Server Integration

OpenGov Responsibilities:

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

City of San Francisco Responsibilities:

Customer will:

- Provide mapping of GIS fields to MAT Mapping template fields.
- Ensure the GIS layer used has an immutable unique ID for each location

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on the ESRI Integration.

GIS Flag Integration

OpenGov Responsibilities:

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.
- Enable the GIS Flag Integration.

City of San Francisco Responsibilities:

Customer will:

- Populate and validate the flag file.

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on the GIS Flag Integration.

Property Information Map (PIM)

OpenGov Responsibilities:

- Replicate the customer's database
- Provide a single username and password to access seventeen standard views displaying near real-time data
- Provide API access and documentation for PLC APIs

City of San Francisco Responsibilities:

- Use provided credentials to connect via Open Database Connectivity (ODBC) to pull in data from PLC
- Validate they are able to connect to and use the PLC API's

Completion Criteria:

- Via Docusign Customer sign-off that the ODBC views have been provided and can be connected to.
- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off that access to the PLC API's has been provided

SF Customer Inquiries

OpenGov Responsibilities:

- Replicate the customer's database
- Provide a single username and password to access seventeen standard views displaying near real-time data
- Provide API access and documentation for PLC APIs

City of San Francisco Responsibilities:

- Use provided credentials to connect via Open Database Connectivity (ODBC) to pull in data from PLC
- Validate they are able to connect to and use the PLC API's

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off that the ODBC views have been provided and can be connected to.
- Via Docusign Customer sign-off that access to the PLC API's has been provided

Unified Data Hub (UDH)

OpenGov Responsibilities:

- Replicate the customer's database
- Provide a single username and password to access seventeen standard views displaying near real-time data
- Provide API access and documentation for PLC APIs

City of San Francisco Responsibilities:

- Use provided credentials to connect via Open Database Connectivity (ODBC) to pull in data from PLC
- Validate they are able to connect to and use the PLC API's

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project

planning stage of the implementation, sign-off that the Advanced Reporting Integration views have been provided and can be connected to.

- Via Docusign Customer sign-off that access to the PLC API's has been provided

PermitSF Dashboards

OpenGov Responsibilities:

- Work with Customer to define which metrics will be included in the dashboard.
- Create reports using OpenGov Permitting and Licensing data
- Create a public facing dashboard to display the defined metrics

City of San Francisco Responsibilities:

- Confirm which metrics will be included in the dashboard.

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on a completed dashboard.

Payment Provider: EUNA CityBase

OpenGov Responsibilities:

OpenGov will:

- Develop a connector between customer preferred payment provider, EUNA, and OpenGov Permitting & Licensing Suite.
- Lead a discovery session to confirm the payment processes and related requirements.
- For the preferred payment provider, the following will be delivered:
 - Payments automatically posted to OpenGov Permitting and Licensing
 - Payment capture through payment cards and eCheck / ACH transfers
 - PCI compliance through the preferred payment provider's API/integration capabilities
 - Bank Reconciliation supported through (a) preferred payment provider reporting, (b) OpenGov reporting and (c) bank reporting

City of San Francisco Responsibilities:

Customer will:

- Provide a comprehensive set of validated payment business requirements to OpenGov early in the project lifecycle.
- Manage scope internally based on initial validated set of business requirements, in conjunction with OpenGov project management.
- Provide preferred provider contacts to answer technical questions from OpenGov, as needed.
- Bear all monetary costs towards the provision of test and production platform instances by the selected payment provider.

- Define test scripts to test payment processes as per agreed business requirements.
- Define, with OpenGov's help, a set of test phase exit criteria.
- Allocate time and, with a sense of urgency to the agreed timelines, complete testing and formally sign off based on provided test scripts, within the pre-agreed test exit criteria.

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on acceptance that alternative preferred payment provider functions to requirements mutually agreed to.

Payment Provider: Core Technologies (iPayment) or EUNA Cashiering

OpenGov Responsibilities:

OpenGov will:

- Develop a connector between customer preferred payment provider, Core Technologies (iPayment) or EUNA Cashiering, and OpenGov Permitting & Licensing Suite.
- Lead a discovery session to confirm the payment processes and related requirements.
- For the preferred payment provider, the following will be delivered:
 - Payments automatically posted to OpenGov Permitting and Licensing
 - Payment capture through payment cards and eCheck / ACH transfers
 - PCI compliance through the preferred payment provider's API/integration capabilities
 - Bank Reconciliation supported through (a) preferred payment provider reporting, (b) OpenGov reporting and (c) bank reporting

City of San Francisco Responsibilities:

Customer will:

- Provide a comprehensive set of validated payment business requirements to OpenGov early in the project lifecycle.
- Manage scope internally based on initial validated set of business requirements, in conjunction with OpenGov project management.
- Provide preferred provider contacts to answer technical questions from OpenGov, as needed.
- Bear all monetary costs towards the provision of test and production platform instances by the selected payment provider.
- Define test scripts to test payment processes as per agreed business requirements.
- Define, with OpenGov's help, a set of test phase exit criteria.
- Allocate time and, with a sense of urgency to the agreed timelines, complete testing and formally sign off based on provided test scripts, within the pre-agreed test exit criteria.

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on acceptance that alternative preferred payment provider functions to requirements mutually agreed to.

Accounting and Finance Export

OpenGov Responsibilities:

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPs or pushed via API (as often as nightly), for the purpose of being loaded into a single external system.

City of San Francisco Responsibilities:

Customer will:

- Agree upon specifications prior to export.
- If applicable, provide a sample file with descriptions of each column.
- If applicable, provide API documentation, authorization, and a test/development system to use during the implementation

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on the Accounting and Finance Export.

Record Export

OpenGov Responsibilities:

OpenGov will:

- Provide up to five (5) Record Exports (one per record type), based on the Customer's provided format, to the Customer's FTPS, or through an API, as often as nightly.

City of San Francisco Responsibilities:

Customer will:

- Agree upon specifications prior to export.
- If applicable, provide a sample file containing sample data in the expected format.
- If applicable, provide API documentation, authorization, and a test/development system to use during the implementation

Completion Criteria:

Completion Criteria

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on the Record Export.

Autofill Integration

OpenGov Responsibilities:

OpenGov will:

- Provide up to one hundred (100) Autofills, using source data from OpenGov or provided by the Customer.

City of San Francisco Responsibilities:

Customer will:

- Provide the source data, if applicable, in a file format (CSV or XLSX).
- Provide the specific form fields, if applicable, for a record type to populate the autofill
- Agree upon specifications prior to upload.

Completion Criteria:

Completion Criteria

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on the Autofill Integration.

State Contractor Integration

OpenGov Responsibilities:

OpenGov will:

- Integrate with the California licensed professional dataset for use within OpenGov.

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on the State Contractor Integration.

Bluebeam Integration

OpenGov Responsibilities:

OpenGov will:

- Enable Bluebeam integration
- Provide instructions on how to connect Bluebeam.

City of San Francisco Responsibilities:

Customer will:

- Provide Bluebeam license(s).
- Handle licensing and training with Bluebeam directly.

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on the Bluebeam Integration.

Single Sign On (SSO) Integration

OpenGov Responsibilities:

OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

City of San Francisco Responsibilities:

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provider required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Completion Criteria:

Completion Criteria

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on the SSO Integration.

Data Migration - SFFD Oracle Data

OpenGov Responsibilities:

OpenGov will:

- Perform historic data migration from Oracle Forms Fire Inspection System using flat files provided by and mapped by the customer. If flat files are not available, a database backup file could be used, but would require additional investigation and scoping.
- Set up historical record types and then load the historical data during an initial data load.
- Work with the City to develop a collaborative data migration plan. This will include: (a) guidance on data formatting and validation expectations; (b) reporting on matched and unmatched data records after each test load; and (c) recommendations to support the City in achieving a successful final data load.
- Provide specifications for customer validation of data migration.
- Create a data dictionary of how data will be mapped from existing datasets to OpenGov
- Provide up to one (1) initial load, two (2) format changes, and one (1) final load.
- Guide the customer from initial data load to final production load, ensuring clean, accurate historical data that integrates with the live system.
- Provide a template file to be utilized by the Customer to populate form field mapping information.

City of San Francisco Responsibilities:

Customer will:

- Complete the OpenGov provided data templates within two (2) weeks of request.

- Validate data deliverables within two (2) weeks of request.
- Work with OpenGov in the configuration of the Record Types to align with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off prior to final data load. Additional format changes will result in a Change Order.
- Not change the format of the files, or database schema, from the time the initial load takes place through Go Live.
- Populate the form field mapping template file.

OpenGov Assumptions:

- Data Migration does not include cleansing of corrupt data, the creation/linking of applicant accounts, or workflow migrations into PLC record type workflows
- Historical fees and payments can be migrated, but will not be integrated into PLC workflows
- Logs of permit changes will not be migrated into PLCs Activity logs, but could be loaded as a multi-entry item of a historical record
- Attachments can be loaded and associated with historical permits as part of a Document Migration task, but not the data migration task.
- If contractor information is available and associated with a historical record, that data can be migrated as a historical field in PLC.
- Historical permits will migrate with two workflow steps available: Issue Permit and Close Permit.
- Permits will not have a parent child relationship to other permits, but historical permits can have multiple contacts, payments, inspections, and comments loaded as historical data fields inside of the permit.

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on data prior to final data load.

Document Migration

OpenGov Responsibilities:

OpenGov will:

- Migrate documents attached to either migrated permits or locations provided through a Master Address Table (MAT) integration.

OpenGov Assumptions:

- Document Migration across all imported systems does not exceed 1TB combined.

City of San Francisco Responsibilities:

Customer will:

- Provide either a mapping document or a standard way (i.e. consistent folder naming convention) to map a document to a permit or location. This would include mapping a document to either a historical permit ID or a location.

- Upload all documents, preferably in a single zip file, to an internet accessible FTP site. In lieu of this, if the documents can be downloaded from a public URL (https request), that will also work

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off that the Document Migration has been completed.

Document Management Access

OpenGov Responsibilities:

OpenGov will:

- Provide the ability for Customer to export from OpenGov and import into a third-party document management system including: listing of file names and download paths of all submitted forms, issued documents, record attachments, and record and location metadata.
- Documents will be accessible in OpenGov's Document Management Interface for 365 days from the time they are created. The Document Management Interface only provides access to documents created after the interface is enabled.

City of San Francisco Responsibilities:

Customer will:

- Import data into the third-party system

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off that the Document Management Access has been provided.

Advanced Reporting Integration

OpenGov Responsibilities:

OpenGov will:

- Replicate the customer's database
- Provide a single username and password to access seventeen standard views displaying near real-time data.

City of San Francisco Responsibilities:

Customer will:

- Use provided credentials to connect via Open Database Connectivity (ODBC).

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off that the Advanced Reporting Integration views have been provided.

User Acceptance Testing

OpenGov Responsibilities:

OpenGov will:

- Work with Customer to plan and execute end-to-end UAT to identify misconfigurations. UAT will include the following:
 - Define acceptance criteria based upon workflows identified during the Validate phase.
 - Review and provide input on the User Acceptance Testing (UAT) Test Plan developed by Customer.
 - Mutual agreed User Acceptance Testing (UAT) test plans and scripts with the Customer.
 - Ensure that sign-off criteria for these mutually agreed test plans are explicitly included to provide transparency and agreement prior to building and testing.
 - Categorize and prioritize issues identified with Customer
 - Log pass/fail outcomes for each scenario
 - Facilitate UAT sessions through an iterative process to address the identified misconfigurations.
 - Refine the system based on UAT results.

City of San Francisco Responsibilities:

Customer will:

- Collaborate with OpenGov to develop mutually agreed UAT test plans and scripts, including defined sign-off criteria.
- Perform UAT.

Completion Criteria:

- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off that UAT is complete in accordance with the mutually agreed test plan and sign-off criteria.

Train

This is our Training & Enablement phase.

OpenGov Responsibilities:

As part of our onsite engagement, OpenGov will deliver a comprehensive and phased training program tailored to San Francisco's diverse user base. Training will be audience-specific and timed across the project lifecycle to ensure that all participants are

equipped to use, configure, and support the OpenGov Permitting & Licensing platform effectively.

Audience-Based Training Tracks:

1. Administrator Training

Targeted sessions for system administrators and superusers responsible for platform setup, governance, and maintenance.

Topics include:

- Public Portal and Employee App configuration
- Record Type and Form creation
- Workflow design and updates
- Inspection setup and document templates
- Permissions and security
- Data import/export
- Dashboard and report building
- Integration and sandbox best practices

2. End User Training

Role-specific instruction for Plan Reviewers, Inspectors, Finance Staff, Permit Technicians and selected high-stakes and influential public association representatives, as identified and approved by the Client

Topics include:

- Navigating the system UI
- Managing inbox and assigned tasks
- Taking payments and applying fees
- Creating and managing permits
- Conducting inspections (mobile included)
- Responding to notifications and reviews

3. Champion / Power User / Train the Trainer Training

Deep-dive workshops for departmental leads and tech-forward staff who will serve as internal OpenGov experts.

Topics include:

- Advanced form and workflow configuration
- Troubleshooting and peer coaching
- Change request handling
- Supporting new user onboarding

4. Executive & Sponsor Briefing

Briefing sessions for leadership and sponsors focused on strategic value.

Topics include:

- Platform vision and governance
- High-level KPI and performance tracking
- Change management and stakeholder alignment

5. Help Desk / Support Staff Enablement

Enablement sessions for City help desk or Tier 1/Tier 2 support resources. The city will have access to OpenGov's Support team as required. However, the city may also want to have its internal triaging before logging a support request with OpenGov.

Topics include:

- Common issues and resolution paths
- User permission support
- Escalation management
- Internal documentation and FAQs

6. Integration / Technical Staff Training

Focused sessions for IT or development staff.

Topics include:

- API usage and authentication
- Webhooks and data flows
- Read replica access
- System monitoring and logging

Timing & Delivery Phases

Pre-Go-Live (Readiness)

- Role introductions, system overviews, and sandbox access
- Champion immersion for early feedback and advocacy

Go-Live (Launch Enablement)

- Hands-on sessions aligned with rollout
- High-touch support, open office hours, and war room support

Post-Go-Live (Sustainment)

- Feature refreshers and advanced capability sessions
- New hire onboarding and training replays
- Quarterly updates and department-specific enhancements

City of San Francisco Responsibilities:

- Identify and coordinate participants for each training track
- Provide onsite spaces (conference or training rooms) with internet access
- Ensure continuity of participation across sessions
- Support scheduling across departments and roles
- Assign local champions to support post-go-live enablement

Completion Criteria:

- Training tracks delivered per role type and department
- Participants have access to materials, sandbox, and support resources
- Departments demonstrate readiness to use and support the system effectively
- Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off that training is completed.

Launch

This is our Go-Live Support & HyperAdopt Enablement phase.

OpenGov Responsibilities:

Following go-live, OpenGov will provide embedded post-launch support through our HyperAdopt program to ensure that users across departments adopt the platform effectively and with confidence.

This includes onsite and remote enablement sessions, working directly with system administrators, end users, and champions to:

- Reinforce real-world workflows through guided use
- Address in-the-moment questions and challenges
- Help departments transition from training to live operation
- Provide just-in-time configuration or form adjustments based on user feedback
- Monitor usage and adoption trends to proactively identify areas for reinforcement

HyperAdopt is designed to serve as a “soft landing” period for city teams—bridging the gap between training and long-term ownership.

City of San Francisco Responsibilities:

- Identify and engage key users to participate in HyperAdopt sessions
- Provide feedback to the OpenGov team on adoption gaps or needs
- Ensure stakeholder participation in open office hours, or guided support sessions

Completion Criteria:

- HyperAdopt support has been delivered as scoped
- Users demonstrate proficiency in daily workflows
- Customer confirms readiness for long-term platform ownership and Via Docusign Customer Project Manager, or designee as defined during the project planning stage of the implementation, sign-off on project completion

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- A single, publicly-accessible layer, secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via public ESRI REST API URL. Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

Financial and Record Exports

- File based: Required format (columns) and sample document
- API based: API Documentation, authorization, and a test/development system to develop against

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Bluebeam

- Bluebeam license(s)

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

Historical Data

- Flat file, .csv, .xlsx with headers
- Supported Database backups files (SQL Server, MySQL, Access)
- Record type and status mapping using OpenGov template files
- Field mapping using OpenGov template

Historical Documents

- Mapping Flat file (.csv, .xlsx with headers)
- One row per document. All rows must be tied back to the MAT's unique ID field and have a file path or publicly accessible URL to download the file.
- Files must be uploaded to OpenGov, all files in a single zip is fine, or publicly accessible with a download URL

- Special characters, outside of the following list, are not supported and will be removed from file names upon migration to OpenGov.
 - Alphanumeric characters
 - A-z
 - A-Z
 - 0-9
 - Special characters
 - Exclamation point (!)
 - Hyphen (-)
 - Underscore (_)
 - Period (.)
 - Asterisk (*)
 - Single quote (')
 - Open parenthesis ((
 - Close parenthesis ())

Document Management Access

- ODBC access to a Microsoft SQL Server Database views

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall

Exhibit 3: Definitions

Acceptance Procedure

- The agreed-upon process for reviewing and approving project deliverables, including timelines for Customer review, methods for documenting acceptance or requested revisions, and criteria for determining when a deliverable is deemed accepted.

Accounting and Finance Export

- A data export from the OpenGov platform containing financial transaction information in a mutually agreed-upon format, delivered to the Customer's designated secure file transfer location (e.g., FTPS) on a scheduled basis, for the purpose of integration with the Customer's accounting or financial management system.

Autofill

- A configuration within the OpenGov platform that automatically populates designated form fields in a record type using source data from either the OpenGov system or Customer-provided data sets (i.e. CSV file), reducing manual data entry and improving consistency.

Change Order

- A written and mutually signed amendment to the Statement of Work that documents modifications to project scope, deliverables, timelines, resource allocations, or fees. All Change Orders must be authorized by both parties prior to implementation.

Completion Criteria

- The specific, measurable conditions that must be met for a deliverable, task, or project phase to be considered complete and eligible for acceptance under the Acceptance Procedure.

Data Dictionary

- A centralized document containing metadata that defines and describes data elements within a database, information system, or dataset, serving as a reference for their meaning, structure, and usage.

Fee Structure

- The defined schedule of fees, rates, and calculations applied to a record type within the OpenGov platform, including base fees, variable charges, penalties, and applicable adjustments, configured in alignment with Customer policies.

Flags

- Flags in PLC are a way to tag a location with one or more labels that can be viewed on the location page, as well as drive workflows when a location flag exists. Location flags can be loaded via a flat file or can be loaded via the customer's public ESRI GIS location. They are internal only and reportable.

HyperAdopt

- A structured post-go-live enablement program designed to accelerate user adoption of the OpenGov platform through targeted support sessions, guided workflow reinforcement, and just-in-time configuration adjustments during the transition from training to live operations.

Master Address Table (MAT)

- A centralized data set containing all valid addresses within the Customer's jurisdiction, each assigned a unique identifier, used to ensure consistency across permitting, licensing, and related systems.

OpenGov Core Project Team

- The cross-functional group of OpenGov and customer stakeholders with the authority and expertise to drive planning, execution, and delivery of the implementation to successful completion.

Output Document

- Any document generated by the OpenGov platform as part of a record type's workflow, such as permits, licenses, inspection reports, notices, or certificates, typically provided to the applicant or retained for official records.

Pluggable Payment

- A payment processing integration framework within the OpenGov platform that enables the Customer to connect their preferred, supported payment provider to the Permitting & Licensing Suite for secure, PCI-compliant payment capture, posting, and reconciliation.

Project Charter

- A high-level document that establishes the project's purpose, objectives, scope boundaries, key stakeholders, high-level requirements, success criteria, and major milestones, providing an initial shared understanding of the engagement.

Project Plan

- A detailed, living document developed collaboratively by OpenGov and the Customer that defines how the project will be executed, including tasks, timelines, milestones, dependencies, resource assignments, and acceptance checkpoints.

RAID Register (Risks, Actions, Issues, Decisions)

- A centralized log used to identify, track, and manage project risks, assigned actions, open issues, and decisions made throughout the project lifecycle. The RAID Register is maintained collaboratively by OpenGov and the Customer.

Record Export

- A data export from the OpenGov platform containing permit, license, or application record information for a specific record type in a mutually agreed-upon format, delivered to the Customer's designated secure file transfer location (e.g., FTPS) on a scheduled basis, for reporting, archival, or integration purposes.

Record Type

- A defined category of permit, license, or application within the OpenGov Permitting & Licensing Suite that includes associated forms, workflows, documents, fees, and processing rules.

Statement of Work (SOW)

- A formal document that defines the scope, deliverables, timelines, responsibilities, and terms under which OpenGov will provide Professional Services to the Customer. The SOW is incorporated into the governing agreement and is binding upon both parties.

Workflow

- A predefined sequence of steps, actions, and decision points that governs how a record type progresses from submission to completion, including automated tasks, reviews, inspections, and approvals.

Exhibit 4: Change Management

Overview

OpenGov's Change Management methodology is designed to ensure the successful adoption of the PermitSF platform by embedding a strategic, human-centered approach throughout the entire implementation process. Our approach leverages the **ADKAR** framework—Awareness, Desire, Knowledge, Ability, Reinforcement—ensuring that technology, processes, and people evolve together to achieve sustained operational transformation.

With deep public sector expertise, including team members who have held senior positions in the City of San Diego and the San Francisco Municipal Transportation Agency, OpenGov brings practical, empathetic leadership to guide the City through this change.

Principles of the Approach

- **Strategic + Human-Centered:** Understanding operational realities and institutional culture to ensure realistic and effective change planning.
- **Embedded from Day One:** Change management is fully integrated into each implementation phase, rather than treated as an add-on.
- **Collaborative Engagement:** Co-design with stakeholders to foster buy-in, trust, and ownership of the solution.

Key Activities and Tactics

- **Discovery & Alignment:**
 - Structured workshops, interviews, and operational assessments to clarify the PermitSF vision.
 - Development of a stakeholder map and communications strategy.
- **Stakeholder Engagement:**
 - Identification and empowerment of cross-department “change champions.”
 - Regular updates to leadership, staff, and bargaining units.
- **Communication Strategy:**
 - Tailored communications with toolkits and visuals.
 - Change impact assessments to anticipate and address concerns.
- **Training & Enablement:**
 - Role-based, scenario-driven training, train-the-trainer programs, and simulations.

- Post-launch “HyperAdopt” sessions to reinforce skills.

Supporting the PermitSF Vision

PermitSF Objective	OpenGov Change Management Support
Simple, Consistent Applicant Experience	Service blueprinting, journey mapping, co-creation of forms, portals, and intake pathways.
Clear, Real-Time Permit Status	Technical deployment with behavioral nudges, automated alerts, and contextual simulations.
Coordinated Work Across Departments	Collaborative facilitation, use of Team Topologies to clarify roles and responsibilities.
Systemwide Accountability	Role-based dashboards, shared OKRs, simulations, and retrospectives.
Built to Evolve Over Time	Agile change backlog, Kaizen, and Lean workshops to foster continuous improvement.

Change Management Across Implementation Phases

- 1. Initiate**
 - Engage executive sponsorship and establish a governance council.
 - Develop the strategic change plan, stakeholder map, and communications strategy.
- 2. Validate**
 - Conduct workshops and interviews to refine the change plan.
 - Confirm departmental alignment and readiness.
- 3. Configure**
 - Co-design workflows and run pilots to collect feedback and foster ownership.
- 4. Train**
 - Deliver role-specific training and train-the-trainer programs.
 - Provide job aids and sandbox access.
- 5. Launch**
 - Promote quick wins, celebrate milestones, and drive transparency.
- 6. Hypercare**

- Monitor adoption, address challenges, and reinforce new behaviors.

ADKAR Mapping

Phase	ADKAR Element(s)	Application
Initiate	Awareness, Desire	Share case for change, highlight peer successes, align goals with departmental priorities.
Validate	Awareness, Desire, Knowledge	Deep-dive workshops, refine requirements, introduce learning opportunities.
Configure	Knowledge, Ability	Sandbox access, pilot programs, workflow demonstrations.
Train	Knowledge, Ability	Role-based instruction, SME coaching, and simulation exercises.
Launch	Ability, Reinforcement	Guided live support, feedback loops, and recognition of early adopters.
Hypercare	Reinforcement	Adoption dashboards, retrospectives, and targeted coaching.

Expected Outcomes

- **High Adoption Rates:** Ensure the platform is embraced by staff across departments.
- **Minimal Operational Disruption:** Maintain service continuity during transition.
- **Continuous Improvement Capability:** Enable the City to evolve processes post-launch.

By embedding change management into every stage of implementation, OpenGov ensures that the City of San Francisco achieves its PermitSF goals while building the internal capacity to sustain and enhance these improvements over time.

Exhibit 5: Project Team Structure

Category	Project Role	Customer	OpenGov	Responsibilities / Function of the Role
Governance & Oversight	Executive Sponsor/(s)	x	x	Provides commercial and implementation strategic direction and executive alignment, ensures project oversight and alignment with organizational goals, and serves as the final authority for escalations and decision-making.
Project Leadership	Project Executive		x	Guides the customer through deployment, manages senior stakeholder business goals and expectations
Project Leadership	Program Director	x	x	Provides high-level oversight, aligns the project with customer business goals, ensures alignment between OpenGov and department leaders, and ensures timely and successful delivery.
Project Leadership	Project Manager	x	x	Leads project delivery by managing scope, schedule, budget, quality, and risks, while overseeing customer-side responsibilities, coordinating internal stakeholders, and managing resources and dependencies.
Project Leadership	Project Coordinator		x	Supports project management tasks such as scheduling, task tracking, and written updates
Core Delivery Team	Solution Architect / Trainer		x	Designs solution architecture, gathers requirements, validates feasibility, and facilitates training.
Core Delivery Team	Business Analyst		x	Captures business processes and requirements; translates into functional specifications; supports testing, training, and adoption.
Core Delivery Team	Subject Matter Experts	x	x	Provide domain expertise, validate requirements, and support solution design. Supports the definition of project scope and level of effort, provides expertise on detailed deliverables, and ensures alignment with the statement of work.
Core Delivery Team	Technical Principal		x	Oversees technical strategy, ensures secure and scalable implementation.
Core Delivery Team	Data Solutions Lead	x	x	Leads data pipeline design.
Core Delivery Team	Data Solutions Engineers		x	Implement data pipelines, transformations, and integrations.
Core Delivery Team	Integration Solutions Lead		x	Designs and oversees integrations.

Category	Project Role	Customer	OpenGov	Responsibilities / Function of the Role
Core Delivery Team	Integration Solutions Engineer		x	Implements integrations
Core Delivery Team	Forward Deployed Engineer		x	Configures and deploys solutions with the customer.
Core Delivery Team	Implementation Consultants		x	Configure and implement solutions across workstreams (All selected service areas).
Core Delivery Team	Testing Lead & Testers	x	x	Testing Function (Project Methodology): Executes test-driven configuration and UAT to validate solution quality.
Core Delivery Team	Change Management Lead		x	Ensures organizational readiness, communication, and training execution.
Core Delivery Team	Change Management Support		x	Provides support for change management.
Support Roles	Customer Success Manager		x	Drives adoption, delivers business value, strategic partner beyond implementation.
Support Roles	Technical Support Manager		x	Manages ongoing issue resolution and technical assistance.
Support Roles	Payment System SME	x	x	Designs secure, compliant payment workflows.
Support Roles	Product Advisor		x	Provides feedback on product features in use.
Support Roles	Product SME		x	Provides product expertise to validate solutions.
Support Roles	Training Specialist	x	x	Training Function (Implementation & Change Management): Develops and delivers training materials and sessions to support user adoption.
Support Roles	Communications Lead	x	x	Communications Function (within Change Management): Coordinates stakeholder communications and messaging as part of the change management strategy.
Support Roles	OpenGov Support Liaison		x	Provides ongoing product triage and connects with the product team. This function will be formally assigned once the configuration phase is complete.

Project Team Structure Additional Notes:

- *The above table shows available resource profiles for this project. Some project team members may be utilized to fulfill multiple roles. The planning phase of the project will identify resource profiles required.*

- *OpenGov will ensure our project team maintains a regular onsite presence each week. We will also remain flexible to accommodate any City-specified scheduling preferences, department-specific space considerations, or situations requiring reasonable accommodations. Our goal is to ensure that OpenGov team members are present and engaged in a manner that best supports your staff, while remaining attentive to the project's requirements.*
- *Steering Committee (Joint): Composed of executive and senior stakeholders from both parties; meets periodically to review progress, risks, and strategic decisions.*
- *RACI Alignment: A Responsibility Assignment Matrix (RACI) will be developed and agreed upon by both parties to clearly define ownership of deliverables, approvals, and decision rights across the project lifecycle.*
- *Some roles will have multiple resources*

Exhibit 6: Record Type List

Record type list as provided by CCSF.

- Instant/OTC Reroofing Permit
- OTC Window Permit
- OTC Doors Permit
- OTC Siding Permit
- Instant Online Solar Permit
- Instant Online Electrical Permit
- Instant Online Kitchen Remodel Permit
- Instant Online Bath Remodel Permit
- Sign Permit
- Small Mechanical Permit
- Fire Operational Permits
- Fire Construction Permit - Fire Alarm
- Fire Construction Permit - Fire Sprinklers
- Fire Construction Permit - Water Flow Inspections
- Special Event Permit

Exhibit 7: Illustrative Iterative Deployment

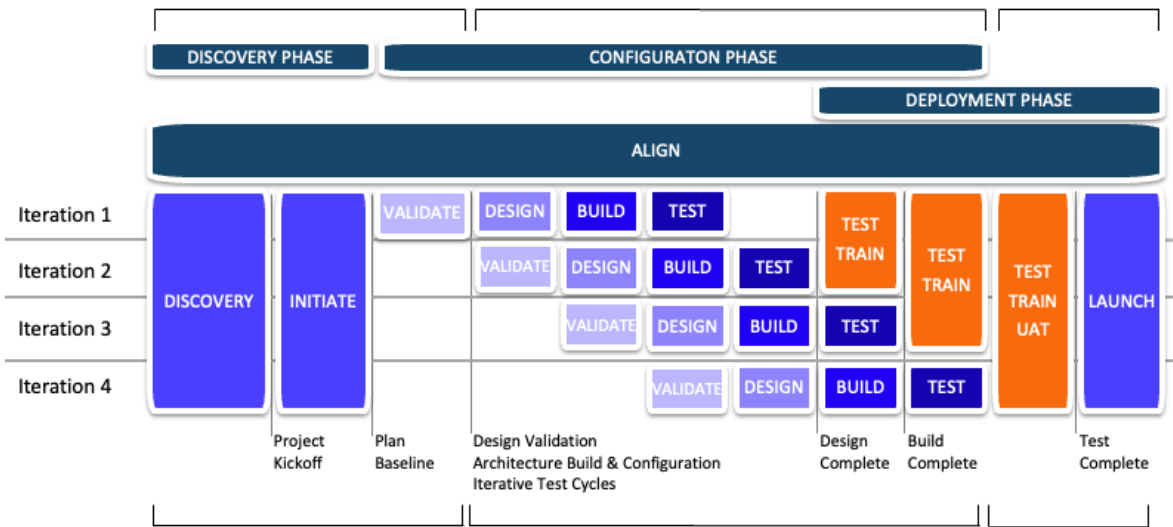
The deliverables will be structured and supported by OpenGov’s five-phase hybrid implementation methodology (see Exhibit 1). The methodology combines clear milestones with an iterative deployment approach to ensure accountability, adaptability, and measurable success.

Deployment Approach: OpenGov will apply an iterative deployment method, organized into up to one hundred (100) iteration cycles. Each iteration follows a structured sequence of Initiate → Validate → Configure → Train → Launch—as defined in Exhibit 1. They are designed to operate in parallel work streams. This cyclical process enables incremental delivery of system capabilities, continuous validation, and ongoing engagement with Customer stakeholders.

Alignment with Methodology (Exhibit 1): The iterative deployment cycles will map directly to the five implementation phases:

- 1. **Initiate** – Environment provisioning, initial setup, and stakeholder alignment.
- 2. **Validate** – Collaborative workshops to confirm requirements and refine configurations.
- 3. **Configure** – Iterative system configuration and testing, ensuring scalability and alignment with objectives.
- 4. **Train** – Structured training for administrators and/or end users.
- 5. **Launch** – Transition to production, including post-go-live support and handoff to Customer Success.

Deliverables, completion criteria, and sign-offs are tied to each phase, ensuring transparency, accountability, and measurable progress across all cycles.



(Note: Project plans, including milestone dates, are subject to adjustment upon mutual agreement between Customer and OpenGov.)

Exhibit 8: Expected Training Outcomes

1. Administrator Competency

System administrators and superusers will gain the skills to configure, govern, and maintain the OpenGov Permitting & Licensing platform.

Expected outcomes:

- Confidently manage system setup, record types, workflows, inspections, and document templates.
- Build reports to support decision-making.
- Sustain long-term governance and scalability of the platform.

2. End User Proficiency

Operational staff (Plan Reviewers, Inspectors, Finance, Permit Technicians, and key public reps) will be trained to effectively perform daily tasks within the platform.

Expected outcomes:

- Navigate the system with ease and complete role-specific functions.
- Manage tasks, process permits, take payments, conduct inspections, and respond to notifications.
- Reduce friction and errors in daily workflows.

3. Train the Trainer

Departmental leads and power users will serve as in-house experts and multipliers.

Expected outcomes:

- Ability to configure advanced forms and workflows without external support.
- Provide troubleshooting and peer coaching.
- Champion adoption, support onboarding of new hires, and handle change requests internally.

4. Executive & Sponsor Alignment

Leadership and sponsors will understand the strategic and governance value of the system.

Expected outcomes:

- Clearly see how the platform aligns with city objectives and governance.
- Track success through reporting.
- Support change management and stakeholder alignment at the executive level.

5. Help Desk & Support Preparedness

Support staff will be trained on the process to handle issue resolution and manage escalations effectively.

Expected outcomes:

- Able to triage common issues and permissions requests without escalation.
- Access documentation and FAQs for consistent support.
- Escalate issues to OpenGov with clear handoff protocols.

6. Technical & Integration Readiness

IT and development staff will acquire the skills to understand integrations and technical operations.

Expected outcomes:

- Understanding of the use of APIs, authentication, and webhooks
- Understanding any restrictions or requirements around implemented integrations.
- Ability to access and understand the usage of the PLC activity log and read replica views.
- Understand the connectivity between connected systems and be provided an integration relation diagram

Measurable Completion & Readiness

With materials, sandbox access, and sign-off, the City will confirm readiness.

Expected outcomes:

- All role-based tracks are delivered and completed.
- Departments can independently use and support the system.
- Champions and help desk staff provide first-line internal support before accessing OpenGov Support team.

- Official sign-off validates training as complete and effective.

Exhibit 9: Project Governance Model

Governance



Project Governance Overview

Governance Model

The typical governance model established for Opengov projects implementations is based on four levels which provide the necessary support, perspective, and hierarchy to execute and adapt during the course of the delivery. These 4 levels are:

- Level 1 - Operational
 - Project Delivery Team members with a specific role or task
 - Functional, Technical, or Hybrid
- Level 2 - Management
 - Project Manager
- Level 3 - Stakeholders
 - Approve Business Solution and applicable technical approaches
 - Provide Sign-off on Requirements and Project Deliverables
- Level 4 - Strategic
 - Executives that establish & secure strategic priorities

Governance Committee Delay Resolution

If the Governance Committee does not present a mutually agreed-upon remediation plan within five (5) business days to address the failure, OpenGov's affected obligations will be suspended for the duration of the Customer Delay, plus a reasonable period thereafter to allow for restart. Any extension beyond two (2) business days shall apply only if both Parties mutually agree that circumstances warrant such an exception.

All impacted milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay. If OpenGov incurs additional time, materials, or costs as a direct result, the associated fees may be adjusted accordingly.

For clarity, no Customer Delay shall be deemed a breach of this SOW or the Agreement by OpenGov, and OpenGov shall bear no liability for any failure to perform obligations caused, in whole or in part, by a Customer Delay.

Exhibit 10: On-Site Support Requirements

As part of the engagement, the Customer shall provide the following facilities and access for on-site OpenGov Deployment Team:

- Access to Tooling and Connectivity
 - Customer will provide wifi access that will allow the OpenGov team to connect to OpenGov VPN software (Aviatrix).
 - Engineers must be able to Remote Desktop into development servers.
 - As server IP addresses are fixed, Customer may provide access via IP whitelisting in lieu of opening ports.
 - Connectivity must also support secure file transfer protocols (sFTP and FTPs) and access to SaaS applications via HTTPS.
- Stable Network Access
 - Reliable, high-speed Wi-Fi internet access must be available at all times during on-site work.
- Facilities and Meeting Spaces
 - Customer will allow project team members to reserve meeting rooms as needed.
 - Meeting rooms must be equipped with audiovisual (AV) setup and whiteboard capabilities to support collaboration and workshops.
- Workstations and Equipment
 - On-site personnel will be provided with workstations, including a desk, chair, and monitor to support effective project execution.

Exhibit 11: RACI – Consolidated Ownership

This RACI outlines responsibilities between OpenGov Professional Services and the Customer Project Team across implementation phases. It ensures clarity on who owns delivery, who supports, and how alignment is achieved. The RACI can be refined in the Plan phase of the project.

Legend

- **R (Responsible):** Performs the work
- **A (Accountable):** Owns outcome and signs off
- **C (Consulted):** Provides input, subject matter expertise
- **I (Informed):** Kept updated

Initiate

Deliverable / Activity	OpenGov	Customer
Project Charter & Plan	R/A	C
Kick-off Workshop	R	A
Governance & Communication Plan	R	C
Risk & Issue Log Setup	R	C
Team Mobilization	R	A

Validate

Deliverable / Activity	OpenGov	Customer
Documented Requirements	R/A	C
Validation Workshops	R	A
Change & Risk Logs	R	C
Baseline Project Plan Sign-off	C	A

Configure

Deliverable / Activity	OpenGov	Customer
Solution Configuration & Build	R/A	C
Data Migration & Integration	R	A
Internal Testing	R	C
Customer Testing Preparation	C	R/A

Train

Deliverable / Activity	OpenGov	Customer
Training Materials & Enablement	R/A	C
Train-the-Trainer	R	A
User Acceptance Testing (UAT)	C	R/A
Business Readiness Check	C	R/A

Launch

Deliverable / Activity	OpenGov	Customer
Production Cutover & Go-Live	R/A	C
HyperAdopt Support & Transition	R	A
Project Closure & Handover to CS	R/A	C
Final Sign-offs (Go/No-Go, Acceptance)	C	A

Exhibit 12: Expert Services

Introduction

This Statement of Work (SOW) outlines the terms and scope of OpenGov Expert Services to be provided by OpenGov to the City and County of San Francisco, CA (the "Customer") pursuant to the applicable Order Form. The objective of this SOW is to define the engagement framework and responsibilities of both parties to ensure the successful execution of the expert services. This engagement is not limited to reactive support; rather, it is a structured Managed Services relationship where OpenGov functions as an extension of the City's team—continuously monitoring, optimizing, and evolving the Permitting & Licensing platform to drive efficiency, compliance, and citizen satisfaction.

1. Scope of Services

1. Service Overview:

- 1.1. This Expert Services Package provides comprehensive support for the operation, monitoring, and optimization of the OpenGov Permitting and Licensing solution. It is designed to align with and enhance the City and County of San Francisco's implementation project.
- 1.2. Access to OpenGov Professional Services resources for post-implementation activities (e.g. training, consulting, configuration, or staff augmentation).
- 1.3. Optimize is the premium expert services level offering a more comprehensive volume of service packages.
- 1.4. OpenGov will perform the work under this SOW remotely unless on-site activities are explicitly selected in the annual plan.
- 1.5. If on-site activities are selected, the Customer is responsible for paying travel expenses as incurred on a quarterly basis. If applicable, the not to exceed amount for the quoted expenses will be included on the Project Charter.
- 1.6. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.
- 1.7. Why OpenGov Expert Services:
 - 1.7.1. Predictable outcomes through proactive system governance.
 - 1.7.2. Reduced administrative burden and risk for the City.
 - 1.7.3. Continuous alignment with new features, compliance requirements, and community needs.
 - 1.7.4. Faster realization of ROI from the platform.
- 1.8. To ensure long-term success and accountability in the use of OpenGov's Permitting & Licensing Suite, this engagement includes a formal governance structure and clearly defined success measurement practices. Governance and Success Measurement:

- 1.8.1. Quarterly health checks to evaluate platform performance, usage, and optimization opportunities.
 - 1.8.2. OpenGov and the City will collaboratively define and agree upon shared success criteria annually. These goals will be informed by strategic objectives, historical system usage, and department-specific needs, with updates made as necessary to reflect evolving priorities.
 - 1.8.3. Progress toward goals will be shared regularly through quarterly summary reports and/or live status reviews. These tools will promote transparency across departments, facilitate executive alignment, and help identify areas where additional support or configuration may be required.
2. Key Activities:
 - 2.1. Annual planning session within the first 30 days of the contract year to define the activities to be completed that year and resources allocated to those activities.
 - 2.2. The Project Charter is defined as the annual plan of activities, tasks, assignments, timeline, and milestones to be performed by OpenGov and Customer within the contract year.
 - 2.3. Creation of a Project Charter between OpenGov and Customer outlining the agreed upon expert services for that year. Once the Project Charter timeline is mutually agreed upon, any changes will require a Change Order per Section 6.
3. Timeline
 - 3.1. Expert Services are delivered annually per the Order Form, with a contract year potentially shorter than twelve months if specified on the Order Form.
4. OpenGov Responsibilities
 - 4.1. Assign qualified personnel to perform the agreed upon activities.
 - 4.2. Ensure timely and professional execution of deliverables as outlined in the Project Charter.
 - 4.3. Maintain clear and regular communication with the Customer as needed for planning and execution of agreed upon activities.
 - 4.4. In the event of requested changes to the Project Charter, a change order will be drafted and sent to Customer for signature.
5. Customer Responsibilities
 - 5.1. Assist OpenGov in coordinating and attend the annual planning session within the first 30 days of a new subscription term.
 - 5.2. Provide access to the relevant personnel, systems, and data per activities defined in the Project Charter.
 - 5.3. Review and approve deliverables within a timely manner as outlined in the Project Charter.
 - 5.4. Designate a point of contact for ongoing communication and decision-making.
 - 5.5. Submit a change order request if changes to the Project Charter are needed.

6. Change Order Process

- 6.1. Any change to the scope as outlined in the Project Charter must be agreed to in writing by both Customer and OpenGov, and documented via a Change Order.
- 6.2. Verbal agreement is not binding on OpenGov or Customer.
- 6.3. A Change Order is defined as work that is added to or deleted from the original scope of this SOW.

Expert Services Offerings

Expert Services from OpenGov for the Permitting & Licensing suite, helps our customers gain access to tailored guidance and advanced configuration support provided directly by OpenGov's implementation and support teams. While the exact scope may vary, Expert Services typically includes the following offerings:

Advanced Configuration Support

- Assistance with complex setup needs such as:
 - Conditional workflows and fees
 - Multi-entry form section logic
 - Auto-calculations (e.g., ICC Building Valuation Table)
 - Escrow/deposit handling workarounds
- Support for nuanced use cases across building, planning, code enforcement, etc.

Tailored Implementation Guidance

- Deep collaboration with OpenGov experts to align software configuration with the community's internal processes.
- Best-practice-based support for record type design, inspection workflows, payment setups, and document management.

Training and Coaching

- Targeted admin and user training sessions focused on system optimization.
- Guidance on how to use features like:
 - Explore reporting
 - Renewal campaign setup
 - Department form fields
 - Public portal customization
 - Task and group management

Specialized Hands-On Support

- OpenGov staff may directly assist with:

- Building record types from scratch
- Creating and linking project templates
- Designing department form fields for cross-record reporting
- Setting up conditional attachments, inspection types, or ad hoc steps

Outcomes Customers Can Expect

- Improved staff efficiency by automating complex workflows
- Enhanced applicant experience with streamlined forms and intuitive portals
- Stronger data reporting through clean configurations and shared reporting templates
- Future-proof setup that supports growth and reduces manual processing

Service Options	Includes	Expected Outcomes
Training + Consultation	PLC Concept Refresher (including case studies of similar communities), Quarterly Configuration Training (Q&A and best practices), Dedicated Training on the New Features	Ensures regulatory compliance, eliminates inefficiencies, and leverages new features to reduce staff workload.
Custom User Guide and New Feature Training	PLC Concept Refresher (including, case studies of similar communities), Quarterly Configuration Training (Q&A and best practices), Dedicated Training on the New Features, Tailored User Guides in Scribe	Customers accelerate their platform maturity, streamline operations, and empower staff with role-specific guidance. These services drive consistent usage, faster adoption, and measurable efficiency gains across departments.
Annual System Optimization	Integration Updates (One Autofills or One Export), One-Off Reports/Exports, GIS Check-up, Master Address Table bi-annual check up, PLC Suite bi-annual check up (Review Record Type configuration, Conditionals in place, Reports built, Assess new features released against use cases and pain points, Expansion option: if not yet live, to include check in between 90 and 120 days)	Ensures your system remains accurate, optimized, and aligned with evolving needs through targeted updates to integrations, reports, GIS data, and the Master Address Table. The bi-annual PLC Suite check-up provides a comprehensive review of configurations, conditions, and new feature adoption—ensuring your setup continues to support use cases effectively and identifying opportunities for expansion or improvement.
OpenGov Experts On-Site	PLC Concept Refresher (including, case studies of similar communities), Quarterly Configuration Training (Q&A and best practices), Tailored User Guides in Scribe, Dedicated Training on the New Features, Onsite 2 days	With real-time collaboration and case studies from similar communities, staff gain practical skills, clarity on best practices, and a stronger foundation for confident, consistent use of the platform.

Appendix B

SaaS Application & Hosting Services

- I. Description of the SaaS Application and Hosted Services**
- II. SaaS Data Centers**
- III. SaaS Maintenance Services**
- IV. City Responsibilities**
- V. Technical Support & Training**

I. Description of the SaaS Application and Hosted Services: “SaaS Application and Hosted Services” included in the Order Form in Appendix C.

A. Software: Use of Contractor’s Software operating on hosted equipment located at Contractor’s facility and/or any Data Center as further outlined under Section II (SaaS Data Centers) of this Appendix B and in the Order Form in Appendix C.

B. Third-Party Software:

1. Providing certain third-party software required to operate the SaaS Software, and other bundled third-party software packages required to support the operation of the SaaS Software.

2. Inclusion of regular Software and Contractor-supplied third-party software updates, patches and fixes as scheduled by Contractor.

C. Remote Software: Contractor shall provide access to and use of a remote software tool for City management of Authorized Users, access rights and other similar role-based controls as they pertain to the SaaS Services. Method will be published through Contractor portal and be made available to Authorized Users with elevated privileges.

D. Back-Up of City Data:

1. Contractor shall provide up to thirty-six (36) months of on-line hourly data retention for SaaS Software operation and functionality.

2. Contractor shall provide incremental City Data backups at a minimum of every twenty-four (24) hours to an off-site location other than the primary hosting center.

3. Contractor shall provide weekly, off-site backups with a duration that matches the agreed-upon backup schedule and retention to a location other than the primary hosting center. Off-site backups to include previous eight (8) weeks.

E. SaaS Environments: The SaaS Application and Hosted Services shall be hosted in a certified and secure Tier-3 data hosting center.

1. A single Back-up Environment available as needed to serve as the backup or “failover” environment for the SaaS and Hosted Services
2. A single test environment available to City and Contractor for the evaluation of SaaS Software updates, patches, fixes or otherwise deemed tests. Test Environment shall perform at fifty percent (50%) or better of production environment.

F. Reporting: Contractor shall provide electronic notification of a discovery of a Data Breach in accordance with Section 14 and subsequent monthly reporting of Data Breach that had occurred within the environment or to the hosted application. In the event of a Data Breach, Contractor shall follow the procedures set forth in Section 14.1.5 of the Agreement.

G. Availability of SaaS Services: Contractor (or its Hosting Service contractor) shall host the **SaaS Services** on computers owned or controlled by Contractor (or its contractor) and shall provide City with access to both a production environment with SaaS Application and data and a test environment with SaaS Application via Internet-access to use according to the terms herein.

1. Hosted System Uptime: Other than Scheduled SaaS Maintenance Services as outlined in Section III, emergency maintenance described below, Force Majeure as described in the Agreement and lack of Internet availability as described below, Contractor shall provide uptime to the SaaS Application and Hosted Service to achieve a 99.9% Service Level Availability.

2. Scheduled SaaS Maintenance

i. Contractor shall conduct Scheduled SaaS Maintenance during the following hours: Saturdays between 12 AM (Pacific Time) and 8 AM (Pacific Time), with the same exclusions noted in subsection 1, above.

ii. Scheduled SaaS Maintenance shall not exceed an average of 4 hours per month over a twelve (12) month period except for major scheduled upgrades.

3. Unscheduled SaaS Maintenance. Contractor shall use commercially reasonable efforts to prevent more than one (1) hour of continuous down time during business hours in any month for which unscheduled SaaS maintenance is required.

4. Emergency Maintenance. If Force Majeure Events or emergencies arise or continue, Contractor shall be entitled to take any actions that Contractor, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the SaaS systems or the SaaS Software. Such emergency maintenance may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the

SaaS Software by City is made available. Contractor shall endeavor to provide advance written notice of such emergency maintenance to City as soon as is reasonably possible.

5. Notice of Unavailability: In the event there will be more than thirty (30) minutes down time of any SaaS or Hosted Service components for any reason, including but not limited to, Scheduled SaaS Maintenance or emergency maintenance, Contractor shall provide notice to users by posting a web page that indicates that the site is temporarily unavailable and to please come back later. Contractor shall also provide advanced e-mail notice to opengovnotifications@sfgov.org which will include at least a brief description of the reason for the down time and an estimate of the time when City can expect the site to be up and available.

H. Changes in Functionality. During the term of this Agreement, Contractor shall not materially reduce or eliminate functionality in SaaS Services without prior written consent from City. Where Contractor has materially reduced or eliminated functionality in SaaS Services, City, without such consent and has failed to remedy such reduction or elimination within 30 days after written notice by the City, City in its sole election, shall: (i) have, in addition to any other rights and remedies under this Agreement or at law, the right to terminate this Agreement and be entitled to a pro-rata return of any prepaid fees for the remainder of the term; or, (ii) have the right to request an adjustment of the Services fees to reflect the value of the reduced or eliminated services and Contractor shall adjust the Services fees accordingly on a prospective basis. Where Contractor increases functionality in the SaaS Services, such functionality shall be provided to City without any increase in the Services fees.

II. SaaS Data Centers

A. Control: The method and means of providing the Services shall be under the exclusive control, management, and supervision of Contractor, giving due consideration to the requests of City. Contractor, or any previously approved subcontractor, shall provide the Services (including data storage) on Data Centers solely from within the United States.

B. Data Center Standards.

Contractor's Data Centers shall have fully redundant and diverse network paths to City endpoints. Data Centers shall be located in geographically different seismic zones characterized by the lowest predicted chance of damage as defined by the US Geological Survey Earthquake Hazards Program.

Environmental systems must monitor/detect temperature, humidity, fluid leaks, fire/smoke/particulate and have accompanying suppression systems. Fire suppression systems should be dry pipe. Power should be fully conditioned to avoid spikes and other aberrations that can damage equipment. Temporary power units, such as generators, must be in place to support SaaS Services in the event of a power outage for up to three calendar days, and fuel replenishment contracts must be in place to keep temporary power operational for longer periods.

C. Location: The location of the approved Data Centers that will be used to host the SaaS Application are as follows:

Primary Tier 3 data center:

[name and address]\

Back-up Tier 2 data center:

[name and address]

D. Replacement Hosted Provider: In the event Contractor changes the foregoing Hosted Provider, Contractor shall provide City with prior written notice of said change and disclose the name and location of the replacement Hosted Provider. The replacement Hosted Provider shall be a reputable Hosted Provider comparable to Contractor's current Hosted Provider, and said replacement Hosted Provider shall be located within the United States. The replacement Hosted Provider shall perform a SSAE 18, SOC 1 and/or SOC 2, Type 2 Report Audit Report at least annually, in accordance with Section 14.3 of this Agreement.

E. Notice of Change: If the location of the Data Center used to host the SaaS Application is changed, Contractor shall provide City with written notice of said change at least sixty (60) days prior to any such change taking place. Contractor shall disclose the address of the new facility, which shall be within the United States. The Data Centers referenced above are subcontractors that must be approved by City.

F. Subcontractors. Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without City's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Contractor's use of subcontractors shall not relieve Contractor of any of its duties or obligations under this Agreement.

III. SaaS Maintenance Services.

A. The SaaS Software maintained under this Agreement shall be the SaaS Software set forth in Appendix A to this Agreement.

B. The following SaaS Maintenance Services are included as part of this Agreement:

1. Contractor Software Version Upgrades, Software Revisions and Patches. Contractor shall provide and implement all SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches to ensure: (a) that the functionality of the SaaS Software and Services, as described in the Documentation, is available to Authorized Users; (b) that the functionality of the SaaS Software and Services is in accordance with the representations and warranties set forth herein, including but not limited to, the SaaS Software and Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation; (c) that the Service Level Standards can be achieved; and (d) that the SaaS Software Services work with the non-hosted browser version.

- i. **Planning:** Contractor must assist City with the planning and logistics of upgrades and updates.

- ii. **Technical Assistance.** Contractor must provide technical assistance regarding release notes, new functionality, and new application workflows.
- iii. **Software Releases:** Release of Software revisions as defined will be conducted on a schedule as determined by Contractor. Contractor shall provide no less than seven (7) calendar day prior written notice of when any such revision is scheduled to be released.
- iv. **Documentation.** In support of such SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches, Contractor shall provide updated user technical documentation reflecting the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches as soon as reasonably practical after the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches have been released. Updated user technical documentation that corrects SaaS Software Errors or other minor discrepancies will be provided to Contractor's customers when available.
- v. **Training.** Contractor must provide standard training using Contractor's upgrade tools and provide ongoing knowledge transfer to City.

2. Third-Party Software Revisions At its election, Contractor will provide periodic software revisions of Third-Party Software with the SaaS Software without further charge provided the following conditions are met: (i) the Third-Party Software revision corrects a malfunction or significant publicly disclosed security threat in the Third-Party Software that affects the operation or ability to provide secure use of the SaaS Software; (ii) the Third-Party Software Revision has, in the opinion of Contractor, corrected malfunctions or a significant security threat identified in Contractor's Technology System and has not created any additional malfunctions; and (iii) the Third-Party Software revision is available to Contractor. City is responsible for obtaining and installing or requesting installation of the Third-Party Software revision if the Third-Party Software was not licensed to City by or through Contractor. Contractor Software revisions provided by Contractor are specifically limited to the Third-Party Software identified and set forth in Appendix B to this Agreement.

C. Response to SaaS Issues. Contractor shall provide verbal or written responses to SaaS Issues identified by City in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times defined under Section V (Technical Support).

D. SaaS Hardware: Contractor shall use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the SaaS Application is deployed are attached to back-up power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the

experience of Contractor at its deployment location and consistent with the Tier rating of the Data Center required under Section (I)(E) of this Appendix.

IV. City Responsibilities

A. City shall provide Contractor with timely notification of any SaaS Issues or SaaS Software Errors by either of these methods:

1. **Contacting Contractor's Customer Support at support@opengov.com.**

2. **By entering the problem on Contractor's Service Portal.** Notifications can be submitted through the chat messaging functionality of the SaaS Services. This is the preferred method by which to contact Contractor. City may report issues any time; however, Contractor will address issues in accordance with Appendix D. Contractor will provide the applicable level of support in accordance with the Support and Software Service Levels located in Appendix D.

B. Support for Problem Investigation. City shall support all reasonable requests by Contractor as may be required in problem investigation and resolution.

C. SaaS Incident Manager: Designation of Point of Contact. City shall assign an individual or individuals to serve as the designated contact(s) for all communication with Contractor during SaaS Issue investigation and resolution.

D. Discovery of SaaS Software Errors. Upon discovery of a SaaS Software Error, City agrees, if requested by Contractor, to submit to Contractor a listing of output and any other data that Contractor may require in order to reproduce the SaaS Software Error and the operating conditions under which the SaaS Software Error occurred or was discovered.

V. Technical Support: Technical Support will be provided in accordance with the Service Level Agreement in Appendix D. Severity Level Urgent issues will receive 24/7/365 support in accordance with Appendix D.

Appendix C

Calculation of Charges



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

Order Form Number:	Q-10886	Prepared By:	Greg Balter
Created On:	09/22/2025	Email:	gbalter@opengov.com
Order Form Expiration:	09/30/2025	Contract Term:	12 Months
Subscription Start Date:	10/01/2025		
Subscription End Date:	09/30/2026		

Customer Information:

Customer:	City and County of San Francisco, CA	Contact Name:	Florence Simon
Bill To/Ship To:	1 Dr. Carlton B. Goodlett Place San Francisco, California 94102 United States	Email:	florence.simon@sfgov.org

Order Details:

Billing Frequency:	Upfront
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Total Annual Fee
Permitting and Licensing - Building Permits & Inspectional Services	10/01/2025	09/30/2026	\$499,930.14
Permitting and Licensing - Health Permits & Licenses	10/01/2025	09/30/2026	\$306,774.55
Permitting and Licensing - Public Works Permits	10/01/2025	09/30/2026	\$306,774.55
Permitting and Licensing - Code Enforcement	10/01/2025	09/30/2026	\$227,240.50
Permitting and Licensing - Fire & Burn Permits	10/01/2025	09/30/2026	\$204,515.95
Permitting and Licensing - Planning & Zoning	10/01/2025	09/30/2026	\$204,515.95
Permitting and Licensing - Additional Service Area Bundle Community Investment and Infrastructure (OCII)	10/01/2025	09/30/2026	\$204,515.93

Permitting and Licensing - Additional Service Area Bundle San Francisco Port	10/01/2025	09/30/2026	\$204,515.93
Permitting and Licensing - Additional Service Area Bundle Entertainment Commission of San Francisco	10/01/2025	09/30/2026	\$204,515.93
Permitting and Licensing - Additional Service Area Bundle San Francisco Recreation and Parks Department	10/01/2025	09/30/2026	\$204,515.93
Permitting and Licensing - Additional Service Area Bundle San Francisco Public Utilities Commission (SFPUC)	10/01/2025	09/30/2026	\$204,515.92
Permitting and Licensing - Additional Instance of Permitting and Licensing	10/01/2025	09/30/2026	\$134,802.68
Advanced Reporting Integration	10/01/2025	09/30/2026	\$238,602.14
Autofill Interface Quantity: 100	10/01/2025	09/30/2026	\$235,460.93
Permitting and Licensing - Mobile App	10/01/2025	09/30/2026	\$113,620.25
Contractor License Verification	10/01/2025	09/30/2026	\$37,356.78
Accounting & Finance Export Quantity: 2	10/01/2025	09/30/2026	\$9,415.85
Document Management Interface	10/01/2025	09/30/2026	\$5,604.49
Bluebeam Integration	10/01/2025	09/30/2026	\$4,707.92
Master Address Table or Assessor System Integration	10/01/2025	09/30/2026	\$4,707.92
Record Data Export	10/01/2025	09/30/2026	\$4,707.92
Esri ArcGIS Integration	10/01/2025	09/30/2026	\$2,354.61
Flag Integration	10/01/2025	09/30/2026	\$2,354.61
Permitting and Licensing Expert Services: Custom Quantity: 3	10/01/2025	09/30/2026	\$398,073.88
Premium Support	10/01/2025	09/30/2026	\$35,898.74

PROFESSIONAL SERVICES:

Product Name	Description	Fee
Custom Professional Services Deployment – Fixed Fee	Custom Professional Services Deployment – Fixed Fee <i>30% tied to Kickoff</i>	\$570,000.00
Custom Professional Services Deployment – Fixed Fee	Custom Professional Services Deployment – Fixed Fee <i>20% tied to Exit of Validate phase</i>	\$380,000.00
Custom Professional Services Deployment – Fixed Fee	Custom Professional Services Deployment – Fixed Fee <i>20% tied to exit of Configure phase</i>	\$380,000.00
Custom Professional Services Deployment – Fixed Fee	Custom Professional Services Deployment – Fixed Fee <i>30% tied to exit of Launch phase</i>	\$570,000.00

Professional Services Total: \$1,900,000.00

Customer Billing/Service Periods:

Period:	Total:	
10/01/2025	\$4,000,000.00	(Annual Software Fee)
Upon Project Kickoff	\$570,000.00	(Professional Services Milestone 1: 30% tied to Project Kickoff)
Upon Completion of Validate Phase as described in the SOW	\$380,000.00	(Professional Services Milestone 2: 20% tied to Exit of Validate phase)
Upon Completion of Configure Phase as described in the SOW	\$380,000.00	(Professional Services Milestone 3: 20% tied to Exit of Configure phase)
Upon Completion of Launch Phase as described in the SOW	\$570,000.00	(Professional Services Milestone 4: 30% tied to Exit of Launch phase)

Order Form Legal Terms:

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

Appendix D Service Level Agreement

This Support and Software Services Levels Exhibit (“Support Exhibit”) applies to the Software as a Service Agreement (the “Agreement”) between OpenGov, Inc. (“OpenGov”) and the City and County of San Francisco (“Customer”). Capitalized terms not defined herein have the meaning indicated in the Agreement. To access support and receive important notifications about changes to the SaaS Application and SaaS 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 SaaS Application 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 SaaS Application 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

Level Designation. The Severity Level of an issue shall be initially defined by Customer and confirmed by OpenGov. Until the issue has been resolved, OpenGov may raise or lower the Severity Level based on OpenGov’s analysis of impact to Customer.

Escalation. In the event of an Urgent level issue that is not resolved sufficiently quickly as determined in Customer’s sole discretion, Customer may escalate the problem to OpenGov’s SVP, Engineering.

Maximum Resolution Times. OpenGov will resolve reported issues for Customer within the following maximum request resolution times from the time of a Customer request (each a “Maximum Resolution Time”):

Urgent issues: twelve (12) hours

High issues: forty eight (48) hours

If OpenGov fails to meet a Maximum Resolution Time four (4) times or more in a twelve (12) month period, Customer will have the right to terminate the Agreement for material breach within thirty (30) days of the date of OpenGov’s fourth such failure and receive a pro rata refund of any prepaid license fees for the remainder of the term of the Agreement, effective as of the date of termination.

RCA. Following the resolution of an Urgent or High incident, OpenGov will discuss with Customer the cause of the failure, the actions OpenGov took to resolve the failure and the actions OpenGov plans to take to prevent such failure from recurring. If requested, OpenGov will provide Customer with a written summary or documentation of the root cause analysis and preventative actions taken or planned with timelines for completion of the action(s).

2. OpenGov Uptime Percentage

1. OpenGov’s Quarterly Uptime Percentage is 99.9% for the SaaS Application (excluding any OpenGov software not hosted by OpenGov).
2. Unavailability is defined as any 1-minute period where all connection requests to the SaaS Application fail for one or more Customer departments (“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.
3. “Quarterly Uptime Percentage” is calculated by subtracting from 100 the percentage of 1-minute periods during any calendar quarter that the SaaS Application is Unavailable out of the total number of minutes in that calendar quarter.
4. Credits. If OpenGov’s Quarterly Uptime Percentage falls below 99.9% in a calendar quarter, OpenGov will provide Customer a performance credit as follows (“Performance Credit”):

Quarterly Uptime Percentage	Performance Credit
99.89% - 99.80%	N/A – remedial action will be taken
99.79% - 99.50%	2% of the Software Services fees for affected product for the applicable quarter
99.49% - 99.0%	4% of the Software Services fees for affected product for the applicable quarter
98.99% - 98.0%	6% of the Software Services fees for affected product for the applicable quarter
97.99% - 97.0%	8% of the Software Services fees for affected product for the applicable quarter
Below 97.0%	10% of the Software Services fees for affected product for the applicable quarter

In order to receive a Performance Credit, Customer must submit a request to the Governance Committee, as specified in Exhibit 9 of the SOW within 30 days after the end of the applicable calendar quarter in which OpenGov's Quarterly Uptime Percentage was less than 99.9% or Customer's right to receive Performance Credits will be waived. The Governance Committee will resolve any issue regarding Performance Credits or breaches of this Support Exhibit within fourteen (14) days of Customer's notice of such issue. Following an agreed resolution at the Governance Committee, such Performance Credit, if any, will be issued as a credit against any fees owed by Customer for the next billing cycle after the request for a Performance Credit, or, if Customer does not owe any additional fees, then OpenGov shall pay Customer the amount of the applicable Performance Credit within 30 days after the end of the calendar month in which Customer has requested the Performance Credit. The remedies stated in this Support Exhibit are Customer's sole and exclusive remedy for service interruption or unavailability, provided, however that Performance Credits shall not limit Customer's right to exercise any right for termination for repeated failures or material breach.

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

1. Features designated Beta;
2. Issues or configuration changes caused by third party software or services;
3. Scheduled maintenance communicated at least 24 hours in advance via the OpenGov Help Center;
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;
5. On-site support; and
6. Errors resulting from:
 1. Abuses or behaviors violating the Agreement;

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. 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.

Appendix E

Disaster Recovery Plan

Contractor shall maintain a high availability configuration in the primary data center, with a mirrored instance of City production system and supporting infrastructure in the secondary data center. Contractor shall maintain a standard procedure that governs the management of business continuity events. A disaster recovery test plan must be reviewed and exercised at least annually. Upon reasonable notice from City, Contractor shall either make disaster recovery testing documentation available to City or meet with representatives of the City at a mutually agreeable time to discuss the results of Contractor's disaster recovering testing.

The business continuity strategy must include drills and exercises to test the readiness to execute the disaster recovery plan. If requested, the first drill must happen within six months of contract signing and then once per year thereafter. The drill plans, action items and project plan for follow-ups must be shared with City.

