

**EXHIBIT A**  
**SCOPE OF SERVICES AGREEMENT NUMBER 2024-05**  
**OpenGov, Inc.**

**THIS SCOPE OF SERVICES AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and OpenGov, Inc., a Delaware Corporation authorized to do business in Colorado (the “Consultant”). The County and OpenGov, Inc. are sometimes collectively referred to herein as the “Parties”.

**WHEREAS**, the County has an active Master Services Agreement with the Consultant, executed on July 19, 2023, (the “MSA”) to perform services for the County governed and executed through subsequent Scope of Services Agreements; and

**WHEREAS**, the County would like to establish a new ongoing schedule for renewal of cloud hosted software and related documentation for use during the subscription terms (the “Software Services”) as executed through this SOSA 001; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA 001.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. **MASTER SERVICES AGREEMENT:** This SOSA 001 is subject and subordinate to the terms and conditions specified in the MSA, executed between the County and Consultant.
2. **SCOPE OF WORK:** All services and licensing of products described in Exhibit 1, attached hereto and incorporated herein, shall be performed by Consultant.
3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA 001 notwithstanding, in no event shall the County be liable for payment under this for any amount in excess of Two Hundred Three Thousand Six Hundred Twenty-Six Dollars and Twenty Cents (\$203,626.20). The County is not under obligation to make any future apportionment or allocation to this SOSA 001. Any potential expenditure for this SOSA 001 outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
4. **TERM:** It is mutually agreed by the parties that the term of this SOSA 001 shall commence as of on the 1st day September 2024 and terminate on the 31st day of August 2025. This SOSA 001 and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such

purposes and subject to the County's satisfaction with all products and services received during the preceding term.

5. **TERMINATION:** If either party materially breaches any term of SOSA 001 and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate the Agreement. With respect to Software Services provided by the Consultant under the Agreement, the County will be responsible for payment of any portion of the annual Software Services fee due, and any payment made for Software Services shall be non-refundable. Upon termination, each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Consultant.
6. **RESTRICTIONS.** County may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. County shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to Consultant or the Software Services platform.
7. **SOFTWARE SERVICES WARRANTY:** Consultant further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the related documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the documentation and authorized under the MSA or this SOSA. Consultant does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section must be submitted in writing to Consultant during the licensed Term. Consultant's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if Consultant is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

**Disclaimer.** CONSULTANT DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND CONSULTANT 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.

8. **APPLICABLE INFORMATION.** The County and the Consultant agree that personally identifying documents (including related Protections for Consumer Data Privacy), the Health Insurance Portability and Accountability Act (“HIPAA”) and Criminal Justice Information Services (“CJIS”) Security Policy are not applicable to or included in this SOSA 001.
9. **APPLICABLE RISKS.** The County and the Consultant agree that work product is not applicable to or included in this SOSA 001.
10. **COUNTY EXECUTION OF AGREEMENT:** This SOSA 001 is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

## Exhibit 1 SCOPE OF WORK

### Software Services

Ownership to Consultant's Software Services is not transferred as part of this Agreement. County may not use the Software Services in any manner or for any purpose other than as expressly permitted by MSA Section 13. Assignment of Copyrights and SOSA 001 Section 6. Restrictions.

The County shall be invoiced at least 60 days in advance of the subscription anniversary date for each annual term and payments shall be made for that annual term as specified in the table below (this assumes the appropriation of future funds Sections 3 and 4 of the SOSA 001 above and termination of this SOSA 001 has not occurred per Section 5 of the SOSA above or per Section 14 of the MSA).

The associated pricing for this term is captured in the table below.

<b>Term 2: 09/1/2024 - 08/31/2025</b>			
<b>No</b>	<b>Product</b>	<b>Quantity</b>	<b>Price</b>
01	Enterprise Asset Management	1	\$105,052.50
02	Scenario Builder	1	\$26,263.13
03	Asset Builder	1	\$5,250.00
04	Parks Domain	1	\$13,971.98
05	Signals Domain	1	\$13,971.98
06	Transportation Domain	1	\$20,957.21
07	Walkability Domain	1	\$9,780.39
08	Stormwater Domain	1	\$8,379.00
Term 2 Subscription Total			\$203,626.20