

RESOLUTION NO. 26-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO, APPROVING A MASTER SERVICES AGREEMENT WITH OPENGOV,
INC. FOR SOFTWARE SERVICES**

WHEREAS, the City of Castle Pines, Colorado (the “City”) is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the City requires software to aid in the performance of services including financial management, budgeting and performance, tax and revenue collection, permitting and licensing, and enterprise asset management (the “Software Services”); and

WHEREAS, OpenGov, Inc., a Delaware corporation (the “Contractor”) has the necessary skill and expertise to provide the Software Services; and

WHEREAS, the City Council desires to approve a master services agreement with the Contractor (the “Agreement”) and further desires to authorize the City Manager to execute the same once in final form.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. The City Council hereby: (a) approves the Agreement in substantially the same form as attached hereto and incorporated herein as **Exhibit A**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the City Manager to execute the Agreement on behalf of the City when the Agreement is in its final form.

Section 3. If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

Section 4. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 7 IN FAVOR, 0 AGAINST, AND 0 ABSENT THIS 10th DAY OF MARCH, 2026.

[Signature Page to Follow]



ATTEST:

Tobi Duffey

Tobi Duffey, MMC, City Clerk

Tracy Engerman

Tracy Engerman (Mar 31, 2026 15:21:25 MDT)

Tracy Engerman, Mayor

APPROVED AS TO FORM:

Linda Michow

Linda Michow (Mar 13, 2026 10:43:04 MDT)

Linda C. Michow, City Attorney

EXHIBIT A
MASTER SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND
OPENGOV, INC. FOR SOFTWARE SERVICES

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

Form Expiration: /2026

Contract Term: 58 Months

Customer Information:

3-3700

Billing Frequency: Monthly

SOFTWARE SERVICES:

Product Name	Start Date		
Asset Management Base Bundle	03/01/2026	12/31/2026	\$10,492.11
Autofill Interface			\$1,848.37
Bluebeam Integration	03/01/2026	12/31/2026	\$1,231.92
Financials Expert Services: Accelerate			\$14,206.68
OpenGov Financial Management and Budgeting	03/01/2026	12/31/2026	\$35,793.28
OpenGov Tax and Revenue	03/01/2026	12/31/2026	\$7,921.06
Parks & Recreation Domain			\$4,661.81

Permitting and Licensing - Community Development Without Fire Bundle	03/01/2026	12/31/2026	\$14,122.77
Permitting and Licensing - Public Works Permits Additional Service Area	03/01/2026	12/31/2026	\$6,917.27
Stormwater Domain	03/01/2026	12/31/2026	\$4,661.81
Tax and Revenue: Other Revenue Type Tax	03/01/2026	12/31/2026	\$1,186.44
Transportation Domain	03/01/2026	12/31/2026	\$4,994.59
Walkability Domain	03/01/2026	12/31/2026	\$4,293.85
Asset Management Base Bundle	01/01/2027	12/31/2027	\$13,220.06
Autofill Interface	01/01/2027	12/31/2027	\$2,328.94
Bluebeam Integration	01/01/2027	12/31/2027	\$1,552.22
Financials Expert Services: Accelerate	01/01/2027	12/31/2027	\$17,900.42
OpenGov Financial Management and Budgeting	01/01/2027	12/31/2027	\$45,099.60
OpenGov Tax and Revenue	01/01/2027	12/31/2027	\$9,980.53
Parks & Recreation Domain	01/01/2027	12/31/2027	\$5,873.88
Permitting and Licensing - Community Development Without Fire Bundle	01/01/2027	12/31/2027	\$17,794.70
Permitting and Licensing - Public Works Permits Additional Service Area	01/01/2027	12/31/2027	\$8,715.76
Stormwater Domain	01/01/2027	12/31/2027	\$5,873.88
Tax and Revenue: Other Revenue Type Tax	01/01/2027	12/31/2027	\$1,494.92
Transportation Domain	01/01/2027	12/31/2027	\$6,293.19
Walkability Domain	01/01/2027	12/31/2027	\$5,410.25

Asset Management Base Bundle	01/01/2028	12/31/2028	\$13,881.06
Autofill Interface	01/01/2028	12/31/2028	\$2,445.39
Bluebeam Integration	01/01/2028	12/31/2028	\$1,629.83
Financials Expert Services: Accelerate	01/01/2028	12/31/2028	\$18,795.44
OpenGov Financial Management and Budgeting	01/01/2028	12/31/2028	\$47,354.51
OpenGov Tax and Revenue	01/01/2028	12/31/2028	\$10,479.56
Parks & Recreation Domain	01/01/2028	12/31/2028	\$6,167.58
Permitting and Licensing - Community Development Without Fire Bundle	01/01/2028	12/31/2028	\$18,684.43
Permitting and Licensing - Public Works Permits Additional Service Area	01/01/2028	12/31/2028	\$9,151.54
Stormwater Domain	01/01/2028	12/31/2028	\$6,167.58
Tax and Revenue: Other Revenue Type Tax	01/01/2028	12/31/2028	\$1,569.67
Transportation Domain	01/01/2028	12/31/2028	\$6,607.85
Walkability Domain	01/01/2028	12/31/2028	\$5,680.76
Asset Management Base Bundle	01/01/2029	12/31/2029	\$14,575.10
Autofill Interface	01/01/2029	12/31/2029	\$2,567.66
Bluebeam Integration	01/01/2029	12/31/2029	\$1,711.32
Financials Expert Services: Accelerate	01/01/2029	12/31/2029	\$19,735.21
OpenGov Financial Management and Budgeting	01/01/2029	12/31/2029	\$49,722.28
OpenGov Tax and Revenue	01/01/2029	12/31/2029	\$11,003.54

Parks & Recreation Domain	01/01/2029	12/31/2029	\$6,475.96
Permitting and Licensing - Community Development Without Fire Bundle	01/01/2029	12/31/2029	\$19,618.65
Permitting and Licensing - Public Works Permits Additional Service Area	01/01/2029	12/31/2029	\$9,609.12
Stormwater Domain	01/01/2029	12/31/2029	\$6,475.96
Tax and Revenue: Other Revenue Type Tax	01/01/2029	12/31/2029	\$1,648.15
Transportation Domain	01/01/2029	12/31/2029	\$6,938.24
Walkability Domain	01/01/2029	12/31/2029	\$5,964.80
Asset Management Base Bundle	01/01/2030	12/31/2030	\$15,303.86
Autofill Interface	01/01/2030	12/31/2030	\$2,696.04
Bluebeam Integration	01/01/2030	12/31/2030	\$1,796.89
Financials Expert Services: Accelerate	01/01/2030	12/31/2030	\$20,721.97
OpenGov Financial Management and Budgeting	01/01/2030	12/31/2030	\$52,208.36
OpenGov Tax and Revenue	01/01/2030	12/31/2030	\$11,553.71
Parks & Recreation Domain	01/01/2030	12/31/2030	\$6,799.75
Permitting and Licensing - Community Development Without Fire Bundle	01/01/2030	12/31/2030	\$20,599.57
Permitting and Licensing - Public Works Permits Additional Service Area	01/01/2030	12/31/2030	\$10,089.58
Stormwater Domain	01/01/2030	12/31/2030	\$6,799.75
Tax and Revenue: Other Revenue Type Tax	01/01/2030	12/31/2030	\$1,730.56
Transportation Domain	01/01/2030	12/31/2030	\$7,285.15

Walkability Domain	01/01/2030	12/31/2030	\$6,263.04
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PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Prepaid	03/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	\$148,000.00

Professional Services Total: \$148,000.00
Travel and Expense (Billed as incurred and not to exceed): \$4,800.00

Customer Billing/Service Periods:

Period:	Total:
03/01/2026	\$260,331.96
01/01/2027	\$141,538.35
01/01/2028	\$148,615.20
01/01/2029	\$156,045.99
01/01/2030	\$163,848.23

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") and the Addendum to the Master Services Agreement attached here.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, the Addendum to the Master Services Agreement and, if Professional Services are purchased, the Statement of Work.

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.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms

City of Castle Pines, CO:

OpenGov, Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

OpenGov Master Services Agreement

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

1. Definitions

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

2. Software Services and Professional Services

- 2.1. Software Services.

- 2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.
- 2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at <https://opengov.com/service-sla>, which is incorporated into this Agreement by reference.
- 2.2. Professional Services.
 - 2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.
 - 2.2.2. Travel Expenses for Professional Services. Travel expenses, if any, will be set forth in the applicable Order Form or SOW. Any additional travel expenses shall be subject to Customer's prior written approval and will be reimbursable by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access, or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services

not provided by OpenGov.

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

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

- 4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.
- 4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.
- 4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.
- 4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.
- 4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in

the industry at OpenGov's then-current hourly rate.

- 4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.
- 4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation or Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

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

6. Term and Termination

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

7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
 - 7.1.1. Fees. Fees for the Software Services and Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days of receipt. Invoices are deemed received when OpenGov emails them to Customer’s designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable, except as expressly provided in Sections 8.1.2 and 8.1.3.
 - 7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.
 - 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.
- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law: (a) Customer will owe a late interest penalty of

the maximum rate permitted by law; and (b) if Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.

- 7.3. Taxes. Each party is responsible for the tax effects this Agreement imposes upon it. If Customer is tax-exempt, it will provide OpenGov its tax exemption certificate.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.
- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.

- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.

- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. Limitation of Liability by Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. Limitation of Liability by Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE
- 9.3. Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either party; (b) either party's infringement of the other party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.1.1.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither party may assign, or otherwise transfer this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of

Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

Customer:	City of Castle Pines, CO	OpenGov, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

City of Castle Pines, Colorado

ADDENDUM TO THE MASTER SERVICES AGREEMENT

This Addendum is entered into on the date of mutual execution below, by and between the **City of Castle Pines**, a home rule municipality of the State of Colorado, with offices at 7437 Village Square Drive, Suite 200, Castle Pines, Colorado 80108 (the “City”) and **OpenGov, Inc.**, a Delaware corporation with offices at 660 3rd Street, #100, San Francisco, CA 94107 (the “Contractor”) (together, the “Parties”). This Addendum supplements and controls the Master Services Agreement and any materials that are incorporated therein through the applicable Order Form(s), and any amendments to such agreements and forms that may be made from time to time between the Parties (collectively, the “Agreement”). By signing this Addendum, the Parties agree that this Addendum shall be attached to the Agreement and become part of the Agreement. Any capitalized terms not defined herein shall have the meaning provided in the Agreement. In cases of conflict between this Addendum and the terms of the Agreement, this Addendum shall control.

In addition to and replacement of the terms and conditions contained in the Agreement, the Parties agree as follows:

A. Modification of Agreement. This Addendum modifies the Agreement. The provisions in this Addendum expressly control and prevail if there is any conflict or inconsistency between the provisions of this Addendum and the Agreement. The provisions in this Addendum are expressly incorporated into the Agreement by mutual consent and agreement of the Parties notwithstanding Section 10.11 of the Master Services Agreement regarding Complete Agreement.

B. Annual Appropriation. Notwithstanding any provision in the Agreement to the contrary, including provision for automatic renewal of the Agreement, the City’s obligation to pay any fees or make any payment to Contractor for any software or services provided to the City by Contractor under the Agreement (the “Services”) is subject to and extends only to moneys appropriated by City Council for payment of such fees, subject to the notice and procedural requirements of Section 6.4 of the Master Services Agreement. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to future annual appropriation and shall not constitute a mandatory charge, requirement, debt, or liability beyond the City’s current fiscal year.

C. Retention and Colorado Open Records Act Compliance. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-101 *et seq.* (“CORA”). As such, this Addendum and the Agreement may be subject to public disclosure under CORA. The City may proceed with disclosure of documents in response to a CORA request received by the City as required by law notwithstanding any express provision in the Agreement that provides otherwise. The City shall to the extent the City is able provide Contractor written notice of a CORA request that applies to the Agreement and this Addendum prior to disclosure to give Contractor an opportunity to oppose or limit the disclosure, but the City is not obligated to make any effort, reasonable or otherwise, to obtain a protective order prior to disclosure. Nothing contained herein shall limit the Contractor’s right to defend against disclosure of records alleged to be public.

D. Indemnification. Notwithstanding any provision in the Agreement that provides otherwise, the City shall not, and does not agree to, indemnify the Contractor, except as allowed by law. Contractor shall indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, and agents from any third-party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any material breach of this Agreement due to the negligence or willful acts or omissions of Contractor in the performance of this Agreement. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor.

Procedures. City shall (a) promptly give notice of a claim to Contractor, (b) give Contractor sole control of the defense and settlement of the claim, (c) provide to Contractor all available information and reasonable assistance, and (d) not compromise or settle such third-party claim.

Sole Remedy. The foregoing is Contractor's sole obligation and City's exclusive remedy with respect to indemnification. The indemnification obligations set forth in this Section are subject to the limitation of liability provisions of this Agreement.

E. Governmental Immunity. Notwithstanding any provision in the Agreement that provides otherwise, the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Addendum or the Agreement the monetary limitations and any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

F. No Award of Attorney Fees. Notwithstanding any contrary provision in the Agreement, neither party shall be liable for the other party's attorney's fees or costs in the event of any claims or litigation that could arise out of this Addendum or the Agreement, except as expressly provided in an indemnification obligation under this Addendum or the Agreement.

G. Protection of Personal Identifying Information. In the event the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party services providers.

H. Web Accessibility Compliance Requirements. Contractor agrees to provide Services in a manner that complies with applicable web accessibility requirements set forth in C.R.S. § 24-34-802 and associated regulations, as may be amended from time to time.

I. Severability. If any provision of this Addendum is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceable provision will not affect any other term or provision of this Addendum.

J. Counterparts. This Addendum may be executed in counterparts, each of which is deemed an original, but all of which together will be deemed to be one and the same.

K. Authority. Each signatory hereto represents and warrants that it has the legal power and authority to enter into this Addendum and to bind the applicable party to the provisions in this Addendum, including those provisions that expressly conflict with any provision in the Agreement.

[Signatures on following page]

By the signature of the authorized representative below, each Party agrees to the terms and conditions of this Addendum.

CITY OF CASTLE PINES:

By: _____

Printed Name: Michael Penny

Title: City Manager

Date of execution: _____

ATTEST:

By: _____
Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Linda Michow, City Attorney

OPENGOV, INC.:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing Addendum was subscribed, sworn to and acknowledged before me this ___ day of _____, 20 __, by _____ as _____ of _____, a _____.

My commission expires: _____

(S E A L)

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))