Proposed on: 2025-04-23

Application Studio Renewal

Orange, CA

Prepared for:

Val Chavez

Orange, CA
300 E Chapman Ave,
Orange, California, 92866

GovOS

8310 N. Capital of Texas Hwy.
Bldg. 2, Ste. 250, Austin, TX 78731

www.GovOS.com

Pricing Summary

Name	QTY	Price
Digitize	1	$12,184.79
Connect Enterprise Integration	1	$6,500.00
Number of Forms	999	$0.00
Platform Standard User Licenses	4	$0.00
Additional Standard User Licenses	4	$1,700.00
Optimization Fee	1	$458.54

Year 1 Annual Contract Value: $20,843.33

Name	QTY	Price
Digitize	1	$12,643.33
Connect Enterprise Integration	1	$6,500.00
Number of Forms	999	$0.00
Platform Standard User Licenses	4	$0.00
Additional Standard User Licenses	4	$1,700.00
Optimization Fee	1	$490.64

Year 2 Annual Contract Value: $21,333.97

Name	QTY	Price
Digitize	1	$13,133.96
Connect Enterprise Integration	1	$6,500.00

Number of Forms	999	$0.00
Platform Standard User Licenses	4	$0.00
Additional Standard User Licenses	4	$1,700.00
Optimization Fee	1	$524.98

Year 3 Annual Contract Value: $21,858.94

Total Contract Value: $64,036.23

Additional Comments:

Subscription Start Date: 6/1/2025

Subscription End Date: 5/31/2028

Billing Frequency: Annual

![GovOS logo]

Proposal Terms

General Information	
Expiration of Proposal:	Without acceptance of this proposal (this "**Proposal**"), pricing provided herein is good until 2025-05-18. After said date, if not accepted, this Proposal shall be void.
Defined Terms:	• "**Agreement**" means the Existing Contract, amendments thereto, and the TOU (if applicable related to New Services). • "**Customer**" means the "Customer" identified below. • "**Effective Date**" means the date this Proposal is signed by Customer. • "**Existing Contract**" means the "Master Contract" described below, including amendments thereto. • "**Existing Services**" means Services provided pursuant to the Existing Contract, which Services are described on the Pricing Summary page. • "**New Services**" means the Additional Solutions described below (if any), which Services are provided to Customer subject to the TOU. • "**Predecessor**" means GovOS's predecessor-in-interest that is a party to the Existing Contract. • "**Services**" means the Existing Services and New Services (if applicable). • "**Term**" shall mean the term that the Existing Services and/or New Services (as applicable) shall be provided to Customer hereunder. • "**TOU**" means GovOS's standard terms of use, which can be found at www.govos.com/terms-of-use.

Customer Information	
Organization Name	Orange, CA
Primary Address	300 E Chapman Ave Orange, California, 92866
Primary Contact Name	Val Chavez
Primary Contact Email	vchavez@cityoforange.org

Existing Contract Information

Title of Master Contract:	The title of the Existing Contract or Proposal # is: GovOS - A Kofile Company - Orange,CA Renewal 2022-2025.. *If the Existing Contract references GovOS's standard terms of use, then for purposes of this Agreement such terms of use are replaced by the TOU. Additionally, if the Existing Contract does not provide terms associated with the use of the Services, then the TOU shall apply.
Expiration Date of Master Contract:	2025-05-31 (the "***Expiration Date***")
Original Parties (if applicable):	N/A * If GovOS is not an original party to the Existing Contract the Customer hereby consents to the assignment of the Existing Agreement from its Predecessor to GovOS and GovOS hereby assumes all rights and obligations of the Predecessor under the Existing Contract.
Cooperative Purchasing Contract Description:	N/A. If provided, this Proposal incorporates the terms of such cooperative purchasing contract.

Amendment(s) to Existing Contract

[Yes] Automatic Renewal:	Following the initial term, the Agreement will automatically renew for additional one-year periods unless earlier terminated pursuant to the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. GovOS shall send a renewal notice to Customer between twenty-five (25) and forty (40) days prior to the expiration of the Term.
Contract Extension Period:	Number of Month(s): 36 Beginning the day following the "Expiration Date" indicated above (the "**Extension Period**"). For the sake of providing clarity, the Extension Period will end on 2028-05-31.

Hardware:	If, prior to the Effective Date (indicated above), GovOS or its Predecessor provided hardware and/or maintenance services associated with the same to Customer, then following the Effective Date Customer will be solely responsible to maintain an adequate technical environment to utilize the Services including providing and maintaining any necessary hardware and equipment to meet the Services' requirements. Upon request, GovOS will identify hardware requirements and recommend hardware and equipment that meets Services requirements. Additionally, GovOS hereby conveys to Customer title and ownership "as is" and "where is" to any and all hardware and equipment previously provided to Customer under the Existing Agreement. GovOs makes no representations and disclaims any and all warranties with respect to such hardware or equipment.

Financial Terms	
Fees:	Fees for the Services during the Term shall be at the rates indicated on the Pricing Summary page (the "**Fees**") and are non-refundable once paid.
Payment Terms:	- Fees for the Services provided during initial Term (not including the Fees described below) are due upon acceptance of this Proposal. Unless otherwise indicated on the Pricing Summary page, annual Fees shall be invoiced and pre-paid prior to each anniversary of the Expiration Date. - Per transaction/document/image Fees are invoiced on a monthly basis. - Implementation Fees will be billed upon completion and delivery of the associated Services. All invoices are due net thirty (30) days of the invoice date, subject to prompt payment laws applicable to transactions with Customer. If there is a conflict between these payment terms and applicable law, then these payment terms will conform with such laws.
Annual Fee Increase:	Unless otherwise indicated in the table of Fees above (e.g. Fees being provided by year of the Term), on each anniversary date of the Agreement, the Fees will be increased by up to 10% based on the prior year's Fees.
Late Payments:	Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.
Collection Costs; Suspension of Services:	Customer shall reimburse GovOS for all reasonable costs incurred by GovOS in collecting any late payments or interest, including attorney fees, court costs, and collection agency fees; and if such failure continues for thirty (30) days or more, GovOS may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.
Reinstatement Fee:	If the Agreement lapses and Customer and GovOS agree to reinstate the Agreement, such reinstatement will be subject to a "***Reinstatement Fee***." The Reinstatement Fee shall be calculated as follows: (1) on the day after the Term ends, a Reinstatement Fee of 5% of the annualized value of the Fees will be applied. An additional 5% of the annual value of the Fees will be applied every month thereafter until the Term is extended and/or the Agreement is formally renewed, until the cumulative Reinstatement Fee reaches 50% of annualized Fees, at which point it will be capped.
Miscellaneous Terms	

Piggyback:	During the term of this Proposal, including any renewal terms: (1) other public corporations, entities, or agencies directly affiliated with Customer (each, a "**Piggyback Entity**") may request to piggyback on this Proposal to acquire solutions or services offered hereunder on the same terms and conditions set forth in this Proposal; and/or (2) Customer may acquire additional solutions or services offered by GovOS on the same terms and conditions set forth in this Proposal, other than pricing terms, which shall be negotiated in good faith by the parties hereto. If GovOS receives a request to piggyback on this Proposal, GovOS must provide written notice of the request to Customer within five (5) business days of receipt. If GovOS accepts, and Customer approves the request to piggyback, the administration of the services provided to any Piggyback Entity must be governed under a separate agreement between GovOS and such Piggyback Entity. Customer shall have no obligation or liability to GovOS, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity.
Modification of Incorporated Documents:	GovOS reserves the right from time to time to modify the TOU and SLA; however, this Proposal will remain governed by the TOU and SLA in effect as of the Effective Date.
Conflicting Terms:	In the event a provision contained in the TOU and/or SLA conflicts with the terms of the Existing Contract then the Existing Contract shall control. If there is a conflict between this Proposal and the Existing Contract, then this Proposal shall control.
Purchasing Agent Information:	If a Purchasing Agent is being utilized, insert the Purchasing Agent's name here or insert "n/a" if this Section is not applicable: N/A. By signing below, Customer (or Purchasing Agent as Customer's agent, if applicable) and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA. Additionally, if Customer is utilizing a Purchasing Agent, then Purchasing Agent agrees to the following: (1) Purchasing Agent shall include "Coverage Terms" or "Subscription Dates" in each line item's material description in its purchase orders; and (2) Purchasing Agent agrees to timely pay all fees specified herein on behalf of Customer.

Billing Details

Billing Contact Name	
Billing Contact Email	
Billing Contact Phone	

Invoice Delivery Method	Email/Electronic
Preferred Payment Method	Check

Proposal Acceptance

Proposal #:	0061P00000ZZ8BOQA1

By signing below, Customer and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA.

Customer Signature

CITY OF ORANGE, a municipal corporation

Signature of Authorized Representative	Title	Date
DANIEL R. SLATER	Mayor	

GovOS Signature

Signed by:

Josh Stanley

AC369ABC0C6A4F5...

Signature of Authorized GovOS Representative	COO & CFO	4/28/2025
	Title	Date

CITY OF ORANGE, a municipal corporation

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____ √
Nathalie Adourian
Senior Assistant City Attorney