

**THIRD AMENDMENT
TO
SOFTWARE SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO SOFTWARE SERVICES AGREEMENT (the “Third Amendment”) is made and entered into as of _____, 2025 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and OPENGOV, INC., a Delaware corporation (“Contractor”), with reference to the following.

A. City and Contractor entered into a Software Services Agreement (Agreement No. 6838) dated as of September 19, 2019, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor amended the Original Agreement to extend the term and increase the compensation by a First Amendment to Software Services Agreement (Agreement No. 6838.1) dated July 7, 2020, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Contractor amended the Original Agreement to extend the term and increase the compensation by a Second Amendment to Software Services Agreement (Agreement No. 6838.2) dated November 26, 2024, which is incorporated herein by this reference (the “Second Amendment”); and

D. City and Contractor desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to extend the term and increase the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Contract.

Section 2. **Cross-References.** City and Contractor agree that all references in this Third Amendment are deemed and construed to refer to the Original Contract, as implemented by this Third Amendment.

Section 3. **Extended Term.** Upon expiration of the Initial Term on September 14, 2025, the City exercises its option to extend the term of this Agreement from September 15, 2025 to September 14, 2027.

Section 4. **Compensation.** Pursuant to Section 6.1(b) of the Original Agreement, the total not-to-exceed compensation for the services to be rendered in the First Extended Term shall not exceed ONE HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED FORTY-THREE DOLLARS and 12/100 (\$186,643.12) without the prior written authorization of City.

Section 5. **Integration.** This Third Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Third Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this Contract, the parties enter into this Contract on the year and day first above written.

“CONTRACTOR”

OPENGOV, INC., a Delaware corporation

Signed by:
*By: Sam Kramer
 042E57B5396F4E8
Printed Name: Sam Kramer
Title: SVP, Finance

Signed by:
*By: Elise Cole
 FF4579539F064CA
Printed Name: Elise Cole
Title: Chief Administrative Officer

“CITY”

CITY OF ORANGE, a municipal corporation

By: Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

***NOTE:** *If CONTRACTOR is a corporation, the City requires the following signature(s):*
-- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

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

Order Form Number:	Q-09230	Prepared By:	Allen Rosenbaum
Created On:	09/04/2025	Email:	arosenbaum@opengov.com
Order Form Expiration:	09/14/2025	Contract Term:	24 Months
Subscription Start Date:	09/15/2025		
Subscription End Date:	09/14/2027		

Customer Information:

Customer:	City of Orange, CA	Contact Name:	Michelle Kresan
Bill To/Ship To:	300 East Chapman Avenue	Email:	mkresan@cityoforange.org
	Orange, California	Phone:	714-744-2236
	92862		
	United States		

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Budgeting & Planning	09/15/2025	09/14/2026	\$85,695.14
Budgeting & Planning	09/15/2026	09/14/2027	\$89,122.98

Customer Billing/Service Periods:

Period:	Total:
09/15/2025	\$85,695.14
09/15/2026	\$89,122.98

Order Form Legal Terms:

This Order Form incorporates and is made part of the Software Services Agreement (Agreement No. 6838) between Customer and OpenGov dated September 19, 2019 ("SSA"), as amended.

If Professional Services are purchased, the Statement of Work is incorporated by reference.

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 Order Form, Customer acknowledges and agrees to these Legal Terms.

City of Orange, CA:

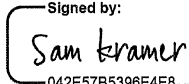
Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc.

Signature:  Signed by:
042E57B5398E4E8...

Name: _____
Sam Kramer

Title: _____
SVP, Finance

Date: _____
9/4/2025