



Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

| | |
|----------------------|--------------------|
| Created by | Kristin Fine |
| Contact Phone | 972-948-2999 |
| Contact Email | kfine@cleargov.com |

| | |
|---------------------------------|---------------------|
| Order Date | Apr 20, 2022 |
| Order valid if signed by | Apr 30, 2022 |

| Customer Information | | | |
|----------------------|---------------------|------------------------|-------------------------------|
| Customer | Webb County, TX | Contact | Lalo Uribe |
| Address | 1000 Houston Street | Title | Chief Executive Administrator |
| City, St, Zip | Laredo, TX 78040 | Email | auribe@webbcountytx.gov |
| Phone | 972-948-2999 | Billing Contact | |
| | | Title | |
| | | Email | |
| | | PO # (If any) | |

| This Service Order will be contracted through... | |
|--|-------------------------------|
| Procurement Aggregator | ClearGov Contract |
| Buyboard | Buyboard Proposal No. #607-20 |

| To be clear, you will be billed as follows... | | |
|---|--------------|-----------------------------------|
| Billing Date(s) | Amount(s) | Notes |
| May 1, 2022 | \$ 7,200.00 | One Time Setup Fee |
| May 1, 2022 | \$ 14,375.00 | 5 Month Pro-Rata Subscription Fee |
| Oct 1, 2022 | \$ 34,500.00 | Annual Subscription Fee |

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

| ClearGov will provide your Services according to this schedule... | | | |
|---|-------------|--------------|--------------------------------|
| Period | Start Date | End Date | Description |
| Setup | May 1, 2022 | May 1, 2022 | ClearGov Setup Services |
| Pro-Rata | May 1, 2022 | Sep 30, 2022 | ClearGov Subscription Services |
| Initial | Oct 1, 2022 | Sep 30, 2025 | ClearGov Subscription Services |

| The Services you will receive and the Fees for those Services are... | | |
|--|-----------|---------------------|
| Set up Services | Tier/Rate | Service Fees |
| ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions. | Tier 3 | \$ 12,000.00 |
| ClearGov Setup Bundle Discount: Discount for bundled solutions. | Tier 3 | \$ (4,800.00) |
| Total ClearGov Setup Service Fee - Billed ONE-TIME | | \$ 7,200.00 |
| Subscription Services | Tier | Service Fees |
| ClearGov Operational Budgeting - Civic Edition | Tier 3 | \$ 16,800.00 |
| ClearGov Personnel Budgeting - Civic Edition | Tier 3 | \$ 16,800.00 |
| ClearGov Capital Budgeting - Civic Edition | Tier 3 | \$ 10,000.00 |
| ClearGov Digital Budget Book - Civic Edition | Tier 3 | \$ 10,000.00 |
| ClearGov Transparency - Civic Edition | Tier 3 | \$ 9,200.00 |
| ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions. | Tier 3 | \$ (28,300.00) |
| Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE | | \$ 34,500.00 |

| Billing Terms and Conditions | | |
|------------------------------|---------------------|--|
| Valid Until | Apr 30, 2022 | Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date. |
| Payment | Net 30 | All invoices are due Net 30 days from the date of invoice. |
| Rate Increase | 3% per annum | After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount. |

Customer Upgrades (ClearGov internal use only)

| | | | |
|---|----|--|--|
| This Service Order is a Customer Upgrade | No | If Yes: Original Service Order Date | |
|---|----|--|--|

General Terms & Conditions

| | |
|--|---|
| Cancellation Option | This ClearGov Service Order is subject to the approval of the Webb County Commissioners (the "Board") as set forth herein. In the event that the Board does not approve this Service Order at its April 2022 meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order. |
| Customer Satisfaction Guarantee | During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees. |
| Statement of Work | ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. |
| Taxes | The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes. |
| Term & Termination | Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. |
| Auto-Renewal | After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term. |
| Agreement | This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov Service Agreement. |

| Customer | |
|------------------|--|
| Signature | |
| Name | |
| Title | |

| ClearGov, Inc. | |
|-----------------------|------------------|
| Signature | |
| Name | Bryan A. Burdick |
| Title | President |

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign a Client Success Manager (CSM) responsible for managing the activation and onboarding process. ClearGov CSM will coordinate with other ClearGov resources, as necessary.
- ClearGov CSM will provide a Kickoff Call schedule to Customer's Primary Contact - to be scheduled within two weeks after the Service Order has been executed.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s). If necessary, ClearGov will set up a Data Discovery call to assist with such requirements/instructions.
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback and get answers to open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow up calls or emails required to complete the data onboarding process.
- ClearGov will make Customer aware of all training, learning and support options. ClearGov recommends all Users attend training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver one customized remote training session for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend Kickoff Call within two weeks after the Service Order has been executed. If Customer needs to change the date/time of the Kickoff Call, the Primary Contact will notify the ClearGov CSM at least one business day in advance.
- Customer will provide requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Review call. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on the Data Review call and any subsequent internal review, Customer shall provide a detailed list of requested changes in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer shall be solely responsible for inputting applicable text narrative, custom graphics, performance metrics, capital requests and personnel data and other such information for budget books, projects, dashboards, etc.