

**Exhibit A**  
**SUPPORT AND SOFTWARE SERVICE LEVELS**

This Support and Software Services Levels Exhibit (“**Support Exhibit**”) is to OpenGov’s Software Services Agreement, as amended (the “**Agreement**”). Capitalized terms not defined herein have the meaning indicated in the Agreement and its associated Order Form(s).

**I. SUPPORT FOR OPENGOV SOFTWARE SERVICES:**

**A. SUPPORT PLANS**

OpenGov offers two types of technical support plans for all support issues relating to the OpenGov Software Services in accordance with Table 1:

**TABLE 1 Standard and Premium Support Offerings and Service Level**

<b>Offering</b>	<b>Standard</b>	<b>Premium</b>
Unlimited Number of Support Cases per Year*	✓	✓
Unlimited Access to OpenGov Resource Center	✓	✓
Unlimited Online access to the Support Request Portal	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Designated OpenGov Contact	-	✓
Increased Response Times	-	✓
<b>SEVERITY LEVEL</b>	<b>FIRST RESPONSE TIME</b>	
Urgent	<b>One (1) Business Hour</b>	<b>One (1) Calendar Hour</b>
High	<b>One (1) Business Day</b>	<b>Two (2) Business Hours</b>
Normal	<b>Four (4) Business Days</b>	<b>Eight (8) Business Hours</b>
Low	<b>Eight (8) Business Days</b>	<b>Two (2) Business Days</b>

\* *Support Cases are defined as issues related to the OpenGov Software Services.*

**1. Severity Level Definitions**

**Severity Level Urgent:** Customer experiences complete loss of use of the Software Services, meeting the definition of “Unavailable” in Section V-A-1 below and no procedural workaround exists, thereby blocking a Customer’s business operations.

**Severity Level High:** Customer experiences a severe defect or configuration issue with the use of the Software Services and no procedural workaround exists, thereby causing a high impact to Customer’s business operations (excluding Software Service failures that qualify as Severity Level Urgent).

**Severity Level Normal:** Customer experiences a problem where the use of the Software Services are partially reduced, thereby causing a low-to-medium impact to Customer’s business operations. A procedural workaround exists (excluding Software Service issues that qualify as Severity Level Urgent or High).

**Severity Level Low:** Routine Software Service support requests relating to issues where the use of the Software Service is negligibly reduced thereby causing a no-to-low impact to a Customer's business operations (excluding Software Service issues that qualify as Severity Level Urgent, High or Normal).

**2. Assignment of Severity Levels:** OpenGov will determine the Severity Level assigned to each support issue in its reasonable discretion, but taking into consideration the Severity Level input by Customer.

**3. First Response Time:** OpenGov will use commercially reasonable efforts to respond (via OpenGov's Normal Support Channels) to each support issue reported by the Customer within the applicable response time in Table 1, depending on the applicable severity level and Support Plan contracted by the Customer. "**Business Days**" are Monday-Friday, excluding holidays (which said holidays are described in our Resource Center). "**Business Hours**" are 4:00 AM PT to 7:00 PM PT Business Day.

## **II. SUPPORT REQUEST PORTAL & RESOURCE CENTER:**

A. Customer must opt-in to OpenGov's support portal ("**Support Portal**") to take required actions relating to support and use of the Software Services.

B. Customer must opt-in to the Resource Center to receive certain important information about updates and other changes to the Software Services

## **III. EXCLUSIONS**

This Support Exhibit does not apply to any: (a) features designated Beta or Limited Availability (unless otherwise stated in the associated Documentation), (b) features excluded from the Support Exhibit, (c) responding to problems caused by third party software, (d) configuration changes for third party software, (e) support for issues related to the operation of the Software Services on local personal computers and related printing issues; problems with the browser and loading the required add-on programs; support for using Vision and Intellicus reporting tools, (f) firewall support, (g) responding to problems caused by hardware, (h) issues with ViewPoint ViewPermit Software, (i) on-site support, and (j) errors: (i) caused by factors outside of OpenGov's reasonable control, including misuse, accidents, Customer neglect, or fire; (ii) that resulted from Customer's equipment, software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement, (iv) that result from Customer's unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to OpenGov's network by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices; or (v) that result from Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer's use of the Software Services in a manner inconsistent with the features and functionality of the Software Services (for example, attempts to perform operations that are not supported) or inconsistent with OpenGov's published guidance.

## **IV. PREMIUM SERVICES**

A. Customers who subscribe to Premium Services will be assigned an OpenGov Designated Contact or "**Named Contact**". A Named Contact is a designated point of contact who provides coordination and access to consulting, training, and configuration services. In addition, Named Contacts will provide quarterly reviews with the Customer to review outstanding support items, upcoming projects, and technical needs.

B. "**Premium Services**" are defined as services in addition to the "Standard" support provided with the annual OpenGov Software Services. Premium Services are available at OpenGov's discretion and will be billed on a time and materials basis at the then current billable rate..

- i. **OpenGov Consultation and Training**. Step by step instruction, and problem solving by a product or subject matter expert to Customer for users of the Software Services. OpenGov will provide web based, one-on-one remote training to any user during normal OpenGov business hours. This does not include training for newly purchased Software Services that are in deployment. Training is only included for Software Services purchased. Customer users must have a working knowledge of their job function, and of the Software Services.
- ii. **OpenGov Software Services Configuration**: Configuration of the Software Services, with direction by the Customer. These configuration services are available for currently licensed software and at the sole discretion of OpenGov.

## **V. OPENGOV SOFTWARE SERVICES:**

### **A. SOFTWARE SERVICE LEVELS**

#### **1. Uptime Commitment**

The Quarterly Uptime Percentage for the Software Service (excluding the Permitting, Licensing and Code Enforcement / Citizen Services Software Services and any OpenGov software not hosted by OpenGov) will be ninety-nine and nine-tenths percent (99.9%) (the “**Uptime Commitment**”). The Uptime Commitment for Permitting, Licensing and Code Enforcement / Citizen Services Software Services will be ninety-nine percent (99%). Subject to the exclusions described in Subsection V.A.2 below, “**Quarterly Uptime Percentage**” is calculated by subtracting from 100% the percentage of 1-minute periods during any quarterly billing cycle (i.e., 3 calendar months) in which the Software Services (are) Unavailable out of the total number of minutes in that quarterly billing cycle. “**Unavailable**” and “**Unavailability**” mean that, in any 1-minute period, all connection requests received by the Software Services failed to process (each a “**Failed Connection**”); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Quarterly Uptime Percentage will be measured based on the industry standard monitoring tools OpenGov uses.

#### **2. Exclusions from Quarterly Uptime Percentage**

Notwithstanding anything to the contrary in this exhibit, any Software Service Unavailability issues resulting from any of the following will be excluded from calculation of Quarterly Uptime Percentage:

**2.1** Regularly scheduled maintenance of the Software Service that is communicated by OpenGov at least twenty-four (24) hours in advance via the Support Portal. (OpenGov typically schedules such regularly scheduled maintenance twice per month);

**2.2** any issues with a third-party service to which Customer subscribes (e.g. Budget Book by Workiva);

**2.3** any problems not caused by OpenGov that result from (a) computing or networking hardware, (b) other equipment or software under Customer’s control, (c) the Internet, or (d) other issues with electronic communications;

**2.4** OpenGov’s suspension or termination of the Software Service in accordance with the Agreement and/or its associated Order Form;

**2.5** the Software Service is experiencing an unforeseeable amount of user requests from Customer;

**2.6** software that has been subject to unauthorized modification by Customer;

**2.7** negligent or intentional misuse of the Software Service by Customer; or

**2.8** “Beta” or “limited availability” products, features and functions identified as such by OpenGov.

Customer may elect to use certain billable OpenGov Professional Software Services to resolve issues associated with the excluded areas listed in this Subsection V-A-2. Such Professional Software Services may require Customer to complete a network assessment, and/or give OpenGov access to Customer’s network, in order to diagnose the issue.

#### **3. Process**

Customer shall notify OpenGov of any Unavailability via the Support Portal. Customer shall provide such notification within thirty (30) days of the Unavailability event.