

**Proposed on:** 2025-02-26

# Pricing Proposal for Chamblee, GA

**Prepared for:**

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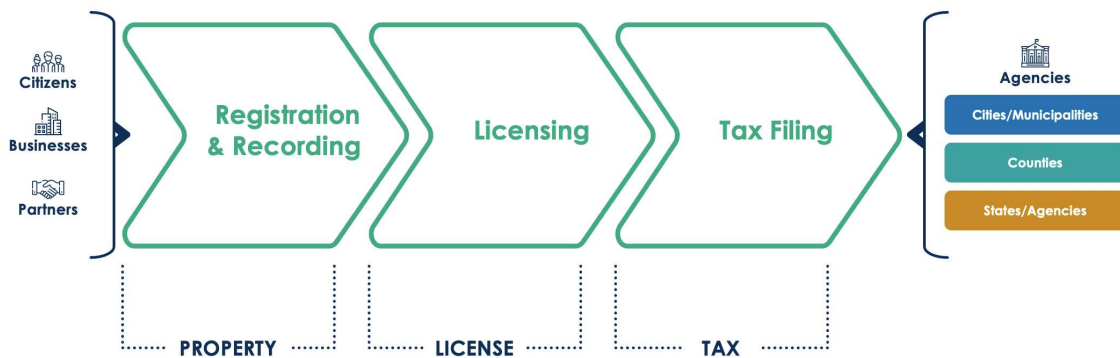
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GovOS is a Delaware incorporated organization, headquartered in Austin, Texas, and serves more than 700 government agencies across the United States. With the company's secure suite of cloud-based solutions, governments can maximize revenue, increase compliance, reduce costs, and meet constituent demand for modern, self-service transaction and payment services.

GovOS has been providing information technology products and services to local governments since 2005. Our workforce (over 200 and growing) is located in Austin and throughout the U.S., allowing us to provide our industry-leading service and support to our customers when it is convenient for them. GovOS products have been purposefully designed and built to meet the needs of our public sector customers.



GovOS is backed by experienced professionals who have been serving local government and their unique needs for over 20 years. We know data is important to every one of our customers in the public sector. However, we also understand there is more than just numbers needed to effectively serve your community. Given the depth of our experience in government service and the breadth of the products we offer, GovOS has a holistic view of how local government works best and how one software solution can affect multiple departments and processes. In addition to our best-in-class technology, GovOS also provides workable best practices, exemplary support, and innovative technology so our customers can achieve their goals today and well into the future.

Since our founding, GovOS has continued to grow and expand our suite of products and has already become an industry leader in the government technology space. GovOS is well-positioned to serve and support our customers for years to come as software and needs evolve.

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**GovOS provides an easy-to-use, cloud-native platform that connects your staff to your community**

— increasing process efficiencies, improving compliance rates, and helping you deliver the best possible experience.



## Business Licensing & Tax

The GovOS Business Licensing & Tax solution allows municipalities to streamline the entire business licensing process from registration to renewal. Businesses can easily register, renew, and pay for their licenses online. Jurisdictions can set customized, automated workflows for processing these licenses.

In addition, businesses can file and pay their taxes online via a smart form that calculates amounts owed based on the user's input. If businesses are delinquent, our system automatically accounts for additional fees. Internally, jurisdictions can report on all businesses filing taxes and easily track both collections and delinquency.



- Online business registrations
- Automated business license renewals
- Highly customizable workflows for different types of business licenses
- Collaborative workflows for multi-department approvals
- Integrated payment processing
- Automated tax calculations
- Automated business communications/notifications
- Data collection and storage
- Reporting and tracking



One-stop shop and paperless business center for jurisdictions to serve all the needs of their local business owner community



Streamlined processes and automated tasks to increase efficiency and save valuable jurisdiction staff time



Automated and customizable communications to notify business owners of important updates



Smart forms with calculations to help ensure businesses are paying the full and correct amount so jurisdictions don't miss out on revenue



### Create a 24/7 Online Business Center

The GovOS solution enables businesses to register new licenses, renew existing licenses, and pay taxes anytime, from anywhere. We eliminate the hassle of business owners having to come into the office and wait in line. In addition, because the solution is online and does not require manual data entry, your staff saves valuable time when processing licenses.



### Automate Business Communications

Take the work out of reminding businesses to renew licenses or chasing down businesses with unpaid taxes. Schedule and automate messaging based on your customized workflows. Automatically send important updates, including reminders when the business owner has a payment due or a renewal coming up.



### Gain Peace of Mind with Unlimited Support

Our goal is to provide governments with sophisticated technology **and** the most reliable client support services in the industry. Our support team provides responsive and thorough training and resolution on all support inquiries from jurisdiction staff and business users.



### Increase Efficiency with Multi-Department Approval Routing

Not every business is the same, and not every license should be treated the same. GovOS' dynamic workflows allow each individual license to be routed to the necessary departments for approval. Department staff receives license applications and can easily view and access all data required to approve.



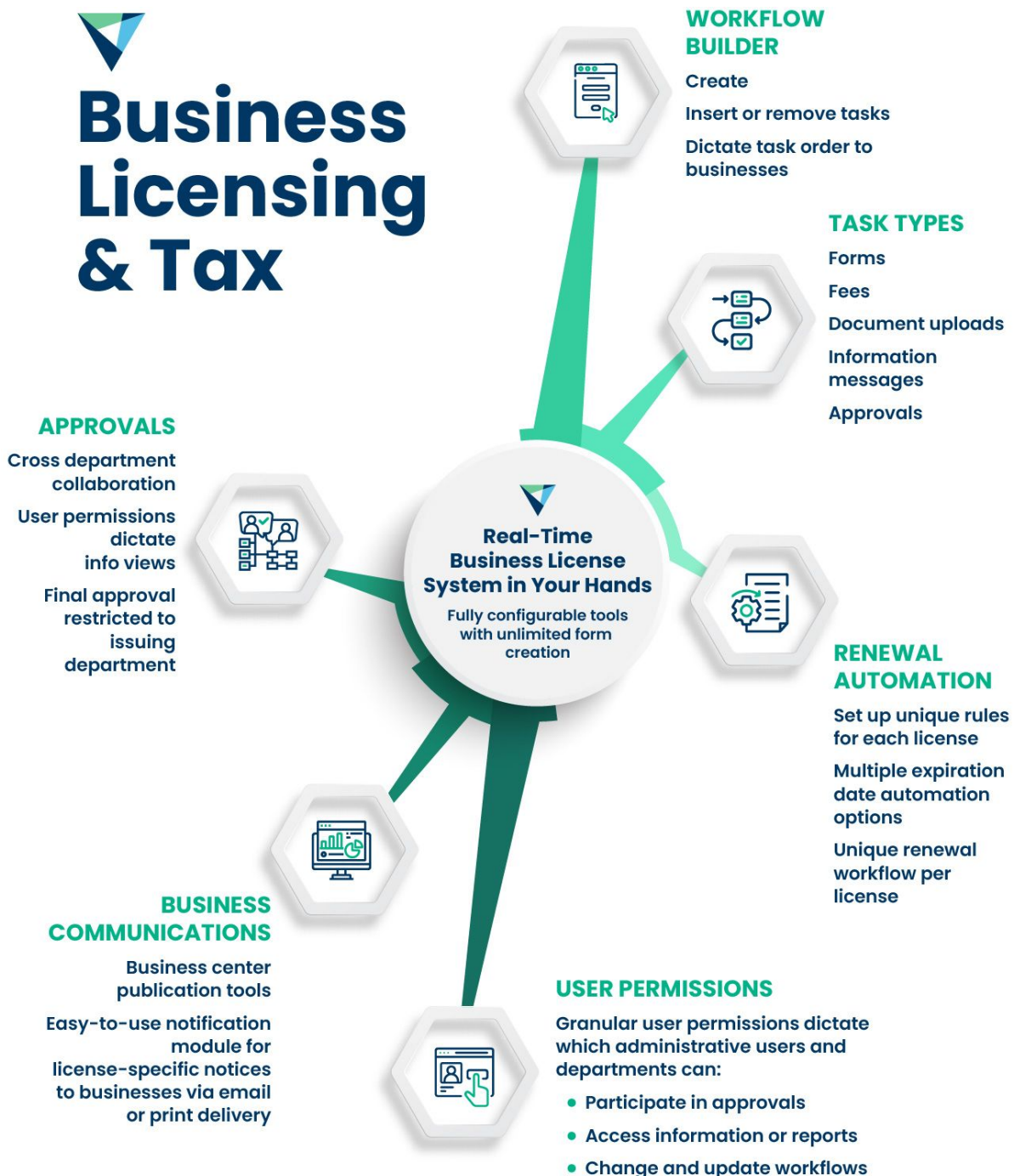
### Track & Report on Business Tax Revenue

GovOS offers a robust reporting module focused on business data and revenue reports. Among many other functional reports, the user can view collections for the current and previous periods, display year-over-year comparisons, and see top business collections. The dynamic reporting includes business filters, date selections for accrual and cash reporting, and are all exportable to Excel.





# Business Licensing & Tax





## Technical Support

Everyone who interacts with the GovOS solution has access to our best-in-class support services should they encounter an issue or need assistance with the system. We seek to consistently deliver exceptional support experiences, while removing barriers to our customer's success.

## Continuous Support

As part of your subscription, you gain access to our application support resources. Below is a description of three separate support resources available to you.

- **Customer Success Manager (CSM):** Your Customer Success Manager is assigned to help ensure you are achieving software optimization, are connected to product enhancements, and are aware of our newest offerings. Their goal is to help you meet your objectives utilizing our software.
- **Account Manager (AM):** Your Account Manager helps support customers' overall goals and ongoing investment in GovOS. They work closely with the CSM team and provide customers periodic high-level reviews to evaluate ongoing ROI, utilization, and future needs. The AM's key focus is to educate, listen, provide guidance, and address challenges.
- **Client Technical Support (CTS) Team:** Unlike other organizations, GovOS does not put your users through a round-robin call center. Your Client Technical Support team is your primary support to assist you with system and technical concerns. You will always have direct access to call or email the CTS team for the life of your subscription.
- **Support Team:** Our Support Team provides system and website support to users within your jurisdiction. Our Support Team is a separate team within our support division that specializes in understanding system functionality and can be a resource for users as needed regarding website or system functionality. Users can call/email this team during business hours for the life of your subscription.

GovOS' multi-prong support approach is unique to the industry and a key reason customers stay with GovOS. Our proven support practices have allowed us to maintain our high customer satisfaction and retention levels across all GovOS product lines.

Support is defined as any questions surrounding how to use a feature within the platform, as well as troubleshooting.





## GovOS Provided Maintenance Services

Our engineering team maintains our servers 24/7/365 so there is no impact on your IT team. Your staff and property users can trust our 99.99% level of up-time and industry standard for system security.

- SOC 2 level security compliance
- Full-time availability of production site, 365 days a year
- Active Firewall, SSL Encryption, and GeoTrust SSL
- Provide and manage testing and development sites
- Unlimited number of users, including both property and jurisdiction users
- Unexpected outage recovery and emergency response

GovOS leverages Amazon Web Services' (AWS) multi-million-dollar investment in security and infrastructure. This ensures a highly secure, reliable, scalable, and low-cost infrastructure platform in the cloud. AWS hosts our applications AND our client data.

We are passionate about remaining innovative for our clients to improve efficiency, compliance, and revenue. New features built based on feedback from our clients, and their property owners/managers are released several times throughout the year. We help ensure our client communities are at the forefront of emerging technologies and are well-positioned to anticipate and address the current and future needs of your ecosystem.

- Product releases and engineering support
- New product features releases (users are made aware of new features prior to their release)
- Software engineers who resolve functional issues with existing features



GovOS has built a customer-centric deployment methodology that revolves around creating a successful customer experience and help you achieve your business goal and time to value. We have established the GovOS Deployment Strategy (DS), a proven innovative and collaborative framework which allows us to partner with our customers. This methodology allows our customers to quickly make decisions based on our out-of-the-box configurations, learn how our best practices will change and improve workflows, and identify any additional features or functionality required to make you successful. GovOS DS also focuses on making sure all stakeholders are involved in identifying requirements and risks to accelerate the decision-making process. A proven innovative and collaborative framework which allows us to partner with our customers to help ensure on-time delivery of your project.



### Partnership

Partnering with you to understand and document your current processes and desired business outcomes.



### Industry Experience

Our Implementation team has worked with municipalities across the country and understands best practices to guide you through Implementation journey.



### Interactive System Validation

A process by which your team works side-by-side with our Implementation team, wherein you can see, use, and approve work as it is being completed. Helping to eliminate last-minute changes that can delay an on-time Go-Live in your new system.



### Success Driven Rollout

Extensive persona-based User Acceptance Testing and Multi-Phased System training, helping ensure you and your team will become successful users of GovOS and help drive value and adoption.

The Project Team will develop a plan to align with Chamblee, GA by gaining knowledge of your goals, objectives, community and organizational culture, and needs through the implementation Discovery Phase and configure your system so it is functional on Day 1. Our team of professionals will provide the service, training, and support your staff requires to be successful.

We pride ourselves in providing our customers a service and support model that is unique to the marketplace. Our model empowers our associates to make decisions and advocate for your goals, making it quicker and easier for you to get the answers you need, when you need them.

In addition to the project staff, an executive from GovOS will oversee the project and to ensure the overall success of the project. The executive will also serve as Chamblee, GA's point of escalation. The executive may attend meetings to make sure the project is progressing in line with your expectations.



Upon receipt of the initial requirements, GovOS will assign a project team (including a Project Manager, Configuration Specialist, Trainer, and Data Conversion Specialist) then implementation will officially begin.



GovOS believes that a customer-centered and success-driven approach to training is vital to a successful implementation. We have developed a Multi-Step and Multi-Phased approach based on two main needs for training.

- **System Oriented Training:** Used during Discovery and Configuration Phases to give you and your Subject Matter Experts the information needed to help you understand the system and validate the work being completed.
- **Persona Based Training:** Training based around the needs of the users where a user can learn and understand the system based on their day-to-day responsibilities.

### Training Steps and Phases

- **Initial Training:** System Orientation training is completed at the beginning of the project to orient your team to the system.
- **Working Sessions:** As part of the Configuration/Validation phase working sessions are used to allow you and the team to use the system and validate the configurations being built.
- **Use Case Focused Training:** Persona-based training designed to train your staff on how to perform their functions in the system. *(These will be recorded and provided back to you.)*
- **Post Go-Live Training Office Hours:** Training delivered after system Go-Live designed to give your team the ability to ask relevant questions once they have been in the live system performing their day-to-day functions.

### Training Guides and Materials

GovOS will provide:

- Use Case Specific Exercise Guides for your staff to practice with between training and Go-Live.
- Customer-Specific Training Material based on the system as it is configured for you.

### Estimated Timeline

We understand that each project schedule and customer is unique with specific needs when implementing a new program. We will work with you and your team to develop a timeline and process that works for all parties involved in the project. As such your timeline may vary based on the final scope determination, your project team availability, contract signing, or other unexpected delays.



## Pricing Summary

The solution is a package of the below service applications.

### Pricing for Chamblee, GA

Products	QTY
<b>Additional License Workflow</b> Ongoing support & maintenance of the additional business license workflow	3
<b>Additional License Workflow - Implementation</b> Implementation of an additional business license workflow, approvals, automated renewal. Includes a discovery session and user acceptance testing.	3
<b>Additional Tax Form</b> Ongoing support & maintenance of the additional tax form	1
<b>Additional Tax Form</b> Ongoing support & maintenance of the additional tax form	1
<b>Additional Tax Form - Implementation</b> Implementation for an additional tax form & adjustment tran code update. Includes a discovery session and user acceptance testing.	1
<b>Additional Tax Form - Implementation</b> Implementation for an additional tax form & adjustment tran code update. Includes a discovery session and user acceptance testing.	1
<b>BL&amp;T Base System</b>	1
<b>Business Licensing</b>	1
<b>Business Tax</b>	1
<b>Professional Service Hours - BLT</b> Additional service hours	37

### Discount

**First Year Annual Contract Value** \$53,910.00

**One-time Fees:** \$16,173.00



**Total First Year Value: \$70,083.00**

**Anticipated Number of Businesses: 1900**



- **3%** per Credit Card transaction with min of \$0.50 (50 cents)
- eCheck **\$1** per transaction

#### **eCheck/ACH (per transaction)**

<b>Check Processing Fee</b>	
Per eCheck Sale Transaction	<b>\$1</b>
Per eCheck Refund Transaction	<b>\$1</b>
Per eCheck Return	<b>\$25</b>

#### **Fee for Credit to the City/County Bank Account**

<b>Dynamic Payout Fees</b>	
Per Instruction Funding Fee (Standard Funding)	<b>\$0.50</b>
Per Instruction Funding Fee (Next Day Funding) – Subject to Risk Approval by Payrix	<b>\$2</b>
Per Failure & NOC Funding Fee	<b>\$8</b>

<b>Chargebacks and Related Fees</b>	
Per Chargeback Request or Return Processed	<b>\$30</b>
Per Retrieval Request Processed	<b>\$50</b>
Per ACH Representment Processed	<b>\$25</b>
Per Arbitration Case (possible additional fees from Payment Networks)	<b>\$50</b>



\*Without acceptance of this proposal (this “**Proposal**”), pricing provided herein is good until [Document.ExpirationDate]. After said date, if not accepted, this Proposal shall be void.

Customer Information	
Organization Name:	Chamblee, GA
Primary Address:	5468 Peachtree Blvd Atlanta, Georgia, 30360
Primary Contact Name:	Naomi Brown
Primary Contact Email:	nbrown@chambleega.gov

## Proposal Commercial Terms

Solution	
Services:	Services provided on the Pricing Summary page.
Implementation:	GovOS and Customer will cooperate to ensure timely and accurate implementation and delivery of the Services. Customer will be required to provide certain information to allow GovOS to set-up and implement the Services. This may include Customer's local legal requirements, tax and fee requirements, compliance standards, merchant processing credentials and business notification preferences. Customer acknowledges GovOS's ability to correctly and timely implement forms, templates, workflows and other elements necessary to provide the Services is dependent upon cooperation from Customer. Customer will participate in user acceptance testing as reasonably requested by GovOS. GovOS is not responsible for delays or other consequences resulting from Customer's failure to timely provide accurate information or participate in user acceptance testing. Payment of fees for the Services (the “ <b>Fees</b> ”) will not be reduced, delayed or modified as a result of Customer's failure to meet this obligation.
Terms of Use:	Use of the Services is subject to GovOS's standard terms of use which can be found at <a href="https://govos.com/terms-of-use">https://govos.com/terms-of-use</a> (the “ <b>TOU</b> ”), which terms of use are hereby incorporated into this Proposal. Capitalized terms utilized but not defined in this Proposal shall have the meaning set forth in the TOU.
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.





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.
<b>Term of Contract</b>	
Term:	Number of Month(s): 36
Effective and Subscription Start Date:	For purposes of this Proposal, the subscription start date and the " <b>Effective Date</b> " shall be the date this Proposal is signed by Customer.
<b>Automatic Renewal:</b>	The Agreement will automatically renew for up to four (4) additional successive one-year terms 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 (each a " <b>Renewal Term</b> " and together with the Initial Term, the " <b>Term</b> "). GovOS shall send a renewal notice to Customer between twenty-five (25) and forty (40) days prior to the expiration of the Term.
<b>Financial Terms</b>	
Payment Terms:	The Fees for the initial Term are due upon acceptance of this Proposal. The Fees are pre-paid annually and 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 on the Pricing Summary page, 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 " <b>Reinstatement Fee.</b> " 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.

### GovOS Insurance Coverage

Workers' Compensation & Employers' Liability Insurance:	Coverage shall be consistent with statutory benefits required pursuant to applicable law.
Commercial General Liability Insurance:	Minimum limit: \$1,000,000 per occurrence for coverage A and B with a \$2,000,000 policy aggregate
Business Automobile Liability Insurance:	Coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000 per occurrence.
Professional Liability and/or E&O Insurance:	Minimum Limit: \$1,000,000 per occurrence.
Umbrella Coverage:	Minimum Limit: \$5,000,000
Cyber Security:	Minimum Limit: \$1,000,000 per occurrence with a \$3,000,000 policy aggregate.

### Miscellaneous Terms



Limitation of Liability:	<p>IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.</p> <p>IN NO EVENT WILL GOVOS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNT PAID TO GOVOS UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.</p>
Customer Indemnification:	<p>Customer shall indemnify, hold harmless, and, at GovOS's option, defend GovOS from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third-party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by the Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by GovOS or authorized by GovOS in writing; or (iv) modifications to the Services not made by GovOS, provided that Customer may not settle any Third-Party Claim against GovOS unless GovOS consents to such settlement, and further provided that GovOS will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.</p>
Purchasing Agent Information:	<p>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:</p> <ul style="list-style-type: none"><li>• Purchasing Agent shall include "Coverage Terms" or "Subscription Dates" in each line item's material description in its purchase orders; and</li><li>• Purchasing Agent agrees to timely pay all fees specified herein on behalf of Customer.</li></ul>

## Billing Details



Billing Contact Name:	
Billing Contact Email:	
Billing Contact Phone:	

Invoice Delivery Method:	Email/Electronic
Preferred Payment Method:	Check



# Statement of Work

## 1. Definitions.

Capitalized terms utilized but not defined in this SOW (defined below) shall have the meaning set forth in the TOU (defined below).

- **"BLT"** means GovOS's Business License and Tax Compliance Services,
- **"Customer"** means the customer identified on the first page of this SOW.
- **"Deliverables"** means the deliverables described in Sections 12 and 13.
- **"Hotline"** means GovOS's Hotline Services.
- **"Project"** means the Services described in this SOW.
- **"SaaS Solutions"** means the Services described in Section 3 below.
- **"Services"** shall be as defined in the TOU.
- **"SME"** means a subject matter expert.
- **"SOW"** means this Statement of Work.
- **"STR"** means GovOS's Short Term Rental (Identification and Compliance) Services.
- **"TOU"** means GovOS's standard terms of use, which are found at <https://govos.com/terms-of-use/>

## 2. Purpose and Overview of Engagement

This SOW outlines the scope of services that GovOS, Inc., a Delaware corporation ("**GovOS**") will perform for Customer in exchange for payment of the fees indicated in the applicable Proposal. This SOW is designed to help GovOS' customers successfully implement core software modules, as well as enable Customer to layer value-add software modules and functionality over time. This may be determined by the Customer's priorities, schedule, and resources available.

The Services described herein are provided on a fixed-price basis and subject to the TOU and Proposal associated herewith.

## 3. Your GovOS SaaS Solution(s)

Customer and GovOS are deploying the SaaS Solutions listed on the "**Pricing Summary**" page at Chamblee, GA. The Project will follow recommended timelines indicated in the Section titled "**Project Schedule**" located in this SOW.

## 4. Engagement and Project Assumptions

A successful implementation will require close collaboration between the Customer and GovOS. The GovOS Professional Services Team is equipped to help Customer achieve Project milestones and requirements, as well as assist in configuring each of the SaaS Solutions. The GovOS Professional Services team is also equipped to consult on best practices for successful deployment and user adoption of SaaS Solutions.

Customer's participation and commitment to the Project's goals and timeline are critical to ensure success. To meet the Project's timeline and achieve a successful engagement, GovOS expects the Customer to abide by the following





Project assumptions:

- This SOW is limited to the implementation of the SaaS Solutions. Any additional solutions, services, or support requested during the Project will be considered out of scope.
- The Project may start up to 30 days after the Proposal is executed by the Customer and GovOS. All Services will be delivered remotely, unless otherwise stated.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts necessary to implement the SaaS Solutions.
- GovOS will communicate with the Customer Project Manager, who will be the appointed point of contact for Customer related to this Project. He/she will be responsible for all communications and Project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
- Prior to the start of the configuration build, Customer will confirm in writing the business and technical requirements of the Project.
- Communication with the Customer Project Manager will occur at pace with the urgency reasonably necessary for this Project. If Customer is delayed in its response, Customer acknowledges that:
  - the delay may impact the Project's schedule;
  - such delay shall not act to modify the payment schedule for the Project; and
  - if GovOS believes that it is reasonably necessary to obtain prepayment for Services following the delay then it may invoice Customer for the same.
- Customer is responsible for internal change management associated with the purchase of GovOS software and hardware.
- Customer is responsible for all hardware, software, and services provided by other consultants or third-party vendors that may also be involved with the Project.
- GovOS will not be responsible for troubleshooting Customer's environment such as operating systems, hardware resources, or database schema.
- GovOS will not be responsible for troubleshooting applications, third-party integrations, or hardware not provided by GovOS.
- Material changes to this SOW may result in a Change Order. The term "Material changes" includes, but is not limited to new requirements, additional requested work, and Customer-driven timeline adjustments. Change Orders are subject to scope review and may impact the resourcing, Project timeline, and costs.

## 5. Project Schedule

GovOS will schedule resources for the Project upon execution of the Proposal. Unless specifically noted, the GovOS Project Manager will work with the Customer Project Manager to develop the Project schedule for all requested deliverables under this SOW. GovOS reserves the right to adjust the schedule based on availability of GovOS resources and/or Customer resources, and the timeliness of deliverables provided by Customer.

Projects typically follow an estimated timeline to allow for complete and proper execution through each stage. Your Project may differ, but typical standard deployments follow the below estimate:



Week 1	Week 2-3	Week 4-12	Week 13-15	Week 16	Week 17-20
Kickoff	Discovery	Configure/Validation/Data Migration	UAT/Training	Go Live	Transition to Support

## 6. Implementation Methodology:

GovOS implementation methodology is based on six (6) phases:

### Project Kickoff

- Introduce Customer and GovOS teams.
- Review this SOW and the preliminary Project timeline.
- Introduce Customer to the SaaS Solutions through baseline training.
- Identify Project success criteria.

### Discovery

- Understand Customer's processes, pains, and desired future state.
- Review and document functional requirements for configuration.
- **Finalize and agree upon a Project timeline.**

### Configuration/Validation/Baseline Training

- Configure baseline form(s), workflow(s), other process(s) in the software that achieves the desired business outcomes.
- Conduct working sessions with superusers to drive Project progress, user capability, and user adoption of GovOS solutions.
- Inventory, validate, and configure necessary changes to solution(s) based on Customer use cases/feedback.
- Migrate and validate data (where applicable) from legacy systems to the SaaS Solutions.

### User Acceptance Testing/Final SaaS Solutions Training

- Train Customer on the SaaS Solutions.
- Perform user acceptance testing.
- Final verification ensuring all necessary data has been uploaded and is appearing properly in the SaaS Solutions.

### Go Live/Launch

- Activation of production URLs and end user access to the production SaaS Solutions.
- Requirements sign-off for the SaaS Solutions.
- Project sign-off (acceptance).

### Transition to Support



- Introduction and hand off to GovOS Customer Support.
- Introduction to the GovOS Customer Success Manager.

## 7. Project Governance

Project governance provides the foundation and framework to manage progress by assessing and addressing questions and challenges during deployment.

GovOS follows two guiding principles for governance to maximize the deployment value with its customers:

- Regular communication and timing will be aligned to the Project plan. Weekly cadence for the duration of the Project is most typical.
- GovOS expects its customers to communicate requests, questions, or issues as soon as they arise. GovOS will do the same, as its team can only address items when known. These will be documented in a formal Project artifact and reviewed during set Project update engagements.

## 8. Roles and Responsibilities

Engagements require aligned, capable resources to work collaboratively during the Project. The following outlines typical Project team expectations for GovOS and Customer:

### GovOS Project Team

- **Executive Sponsor** – responsible for ensuring alignment on the Project's value proposition and vision. Will serve as the primary escalation point for Customer's Executive Sponsor to make decisions, mitigate risks, and facilitate engagement of resources within GovOS when necessary if the Project's team cannot move forward.
- **Project Manager** – responsible for driving engagement agreed upon within the SOW for both deliverables and timeframe. Ensures task/resource assignments and tracks toward Project completion. Holds status meetings and other business reviews as appropriate to ensure Project success is achieved. Facilitates the transition to support.
- **Configuration Specialist** – responsible for the configuration of GovOS solutions, facilitating discovery workshops, "train the trainer" working sessions, and best practice knowledge transfer throughout the implementation process.
- **Data Specialist** – responsible for working with Customer to gather, map, and migrate necessary data into the SaaS Solutions.

### Customer Project Team

- **Executive Sponsor** – responsible for ensuring Customer alignment on the Project's value proposition and vision. Sponsor will engage internal Customer resources as needed to aid in progress. Will serve as primary escalation point for Customer team to make decisions, mitigate risks, and provide sign-off for GovOS solutions.
- **Project Manager** – serves as the primary contact for Project initiation, use-case review, best practice adoption, configuration, validation, deployment, and Project completion. Coordinates meetings and schedules and controls communication between the Customer and GovOS's Project team.



- **Subject Matter Expert(s)** – internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Responsible for UAT/validation testing throughout the Project.
- **IT/Data** – internal SME in the functional area of Customer's supported environments. This may include legacy systems, third-party software, hardware, network infrastructure. Responsible for ensuring customer-owned software and equipment are addressed throughout the course of the Project.

## 9. Customer Supplied Artifacts

Customer agrees to supply GovOS with the following artifacts within five business days of the Kickoff call for the Project:

- Digital Customer Logo (logo should be current and updated for use). Logo requirements are as follows:
  - Jpeg file format is preferred
  - Minimum size expectation of 400x100 pixels
- Compliance notification letter samples
- Data:
  - **For STR Customers (Property Information)**
    - Provide ALL parcels within Customer's jurisdiction regardless of development or known active rental status (open/active, closed/inactive, done, in progress). This allows GovOS to capture new and future rental listings more efficiently.
    - If there are properties that fall within multiple jurisdictions which will be required to register with and/or remit tax to Customer, be sure to include those incorporated areas along with all unincorporated parcels
      - Example 1: A property must register as STR and/or pay tax in the incorporated city and Customer. Provide all parcels, tagged with respective statuses
      - Example 2: The property resides in an incorporated city, but only Customer requires registration and/or tax, and this property is within their jurisdiction to do so. For both examples, GovOS needs these parcels included, and tagged with their respective statuses
    - If Customer's parcel numbers are not unique, GovOS will need a different unique identifier or a combination of fields that can be used to determine a unique property. This information must stay the same (for future client-provided data updates) on Customer's side for each unique parcel.
    - Required parcel data fields include Parcel ID, Parcel Physical Address, Owner Name, and Owner Mailing Address.
  - **For BLT Customers (Business Information)**
    - Customer will provide information for all businesses that reside within Customer's jurisdiction.
    - Business information will include at a minimum business name, business address, owner name and owner mailing address.



- Businesses must have a unique identifier or be able to be uniquely identified by a combination of data fields that must not change.
- Documents:
  - Provide all license and/or registration forms, including renewal forms if applicable.
  - All tax forms
  - Copy of ordinance(s) applicable to the Project.
  - Visualization of workflows (if available)
  - All applicable fees

NOTE: GovOS will use system generated account numbers for all properties or businesses when initiating new customers. The GovOS system will generate a six-digit numerical value starting at 000000 and increases by 2. The GovOS team will import existing account numbers on each account for jurisdictions reporting/reference if desired.

## 10. Change Orders

Customer acknowledges that changes introduced after the “Discovery” phase of the Project may require additional effort or time, resulting in additional cost. Requests for changes to this SOW or the Project (a “**Change Order**”) must be submitted to the GovOS Project Manager and Configuration Specialist in writing.

Any of the following items will be considered “Out of Scope” and require a Change Order:

- Items listed in Section 11;
- Material changes in the scope or effort;
- Material changes in the number or type of deliverables to meet the SOW objectives;
- Changes to the Project resource requirements; and
- Changes to key dates (i.e., go-live) after acceptance of the Project plan

GovOS will estimate the time and fixed cost needed to implement the Change Order and the impact it may have on the delivery of the Project. GovOS will perform the requested Services once the Change Order has been signed by Customer.

## 11. Out Of Scope Items

This SOW outlines the areas, tasks, and responsibilities explicitly excluded from the scope of the Project. Any activities falling within the following excluded areas shall not be considered part of the Project and are the sole responsibility of Customer.

### Items not in Scope:

- Hardware procurement, installation, or configuration of any hardware components unless explicitly specified in the agreed-upon scope of work.
- Software licensing or procurement of third-party software solutions required for the Project's implementation.





- Network design, setup, or configuration of network infrastructure such as routers, switches, and firewalls unless specified otherwise.
- Change Management, facilitation of organizational change or processes related to the implementation.
- Custom development of any custom features, functionalities, or integrations not explicitly outlined in the scope of work.
- Compliance notification letter distribution. GovOS is not responsible for sending Compliance Notification Letters, that will be done by Customer.

## 12. Core Functionality Deliverables

Working in close collaboration, Customer and GovOS will deploy the following core modules and functionality within the estimated timeline provided:

Product Name	GovOS Delivered Value
Business License (BL)	<p><b>This is enabled by the following core functionality and deliverables:</b></p> <ul style="list-style-type: none"><li>• [# of New License form, fees, and associated workflow] New License form, fees, and associated workflow</li><li>• [# of Renewal form, fees, and associated Workflow] Renewal form, fees, and associated Workflow</li><li>• [# of Account Information update form] Account Information update form</li><li>• [# of Closure form] Closure form</li><li>• Printable PDF license</li><li>• License Data Import from legacy system</li><li>• Web view configuration for internal and external users<ul style="list-style-type: none"><li>◦ (Business record mapping)</li></ul></li><li>• Standard SaaS Solution Reports</li></ul>
Tax (T)	<p><b>This is enabled by the following core functionality and deliverables:</b></p> <ul style="list-style-type: none"><li>• [# of Tax form] Tax form</li><li>• Tax filing automation<ul style="list-style-type: none"><li>◦ Monthly</li><li>◦ Quarterly</li><li>◦ Annual</li></ul></li><li>• Tax registration workflow (if no Business Licensing purchased)</li><li>• Standard SaaS Solution Reports</li><li>• Data Migration (migrating relevant data from current system)</li></ul>
Payment Gateway	<p><b>Setup included for approved payment vendors only*</b></p> <p>GovOS approved vendors are vetted to ensure compatibility and efficiency. Please be aware that opting to use a non-approved payment vendor may introduce unforeseen complications, including additional processing fees and extended project timelines.</p> <p><b>*Approved Vendors:</b> GovOSPay • NCR • Authorize.net • Certified Payments • CyberSource • Invoice Cloud • MunicipiPAY • USAePay • OrbiPay • PayPal • Point and Pay • SIPA • Stripe • Xpress Bill Pay</p>



Product Name	GovOS Delivered Value
Reports	<b>GovOS standard reports (14) include the following capabilities:</b> <ul style="list-style-type: none"> <li>• Business Record reporting</li> <li>• License Inventory reporting</li> <li>• Transaction &amp; Reconciliation reporting</li> <li>• Delinquency reporting</li> </ul>
Notifications	<b>Email distribution and/or print-and-mail enablement; electronic distribution if email provided by jurisdictions:</b> <ul style="list-style-type: none"> <li>• Six (6) letter templates including: <ul style="list-style-type: none"> <li>◦ Go-Live Registration – print PDF, electronic if emails provided</li> <li>◦ Registration Approval &amp; Denial – automated email</li> <li>◦ Renewal Approval &amp; Denial – automated email</li> <li>◦ Open Task Reminder – automated email</li> </ul> </li> </ul>
Short Term Rentals (STR)	<b>This is enabled by the following core functionality and deliverables:</b> <ul style="list-style-type: none"> <li>• Parcel data import</li> <li>• License data import</li> <li>• Jurisdiction advertisement identification</li> <li>• Compliance status definition and enablement</li> <li>• Property registration workflow (only if purchased with BLT)</li> </ul>

### 13. Value-Add Functionality Deliverables

Once core functionality is deployed, GovOS will work in close collaboration with Customer to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with Customer's priorities, schedule, and resources:

Product Name	GovOS Delivered Value
Payroll Tax	<b>This is enabled by the following functionality and deliverables:</b> <ul style="list-style-type: none"> <li>• One (1) Employee Tax calculation</li> <li>• One (1) Payroll Tax calculation</li> <li>• W2 Reconciliation (optional)</li> <li>• Annual Reconciliation (optional)</li> <li>• Payroll Provider Bulk filing</li> </ul>
Cannabis Tax	<b>This is enabled by the following functionality and deliverables:</b> <ul style="list-style-type: none"> <li>• One (1) Tax form</li> </ul>
Lodging Tax	<b>This is enabled by the following functionality and deliverables:</b> <ul style="list-style-type: none"> <li>• One (1) Tax form</li> </ul>
Sales and Use Tax	<b>This is enabled by the following functionality and deliverables:</b> <ul style="list-style-type: none"> <li>• One (1) Tax form</li> </ul>



Product Name	GovOS Delivered Value
Corporate Income Tax	<b>This is enabled by the following functionality and deliverables:</b> <ul style="list-style-type: none"><li>• One (1) Tax form</li><li>• State Import (Optional)</li></ul>
Business License w/ Fee Schedule	<b>This is enabled by the following functionality and deliverables:</b> <ul style="list-style-type: none"><li>• One (1) Registration form and associated workflow</li><li>• One (1) Renewal Form and associated workflow with Calculated fee structure</li></ul>
Alcohol License	<b>This is enabled by the following functionality and deliverables:</b> <ul style="list-style-type: none"><li>• One (1) Registration form and associated workflow</li><li>• One (1) Renewal Form and associated workflow</li></ul>
BLT Audit Assessment Module	<b>This is enabled by the following functionality and deliverables:</b> <ul style="list-style-type: none"><li>• Audit assessment landing page</li><li>• Audit form configuration</li><li>• Two (2) notification templates</li><li>• One (1) workflow</li></ul>
STR Complaint Hotline	<b>This is enabled by the following functionality and deliverables:</b> <ul style="list-style-type: none"><li>• Hotline script</li><li>• Hotline setup</li></ul>
BLT Bulk Filing	<b>This is enabled by the following functionality and deliverables:</b> <ul style="list-style-type: none"><li>• Setup for single tax form</li><li>• Online instructions for tax filing by constituents</li><li>• Import file creation</li></ul>
GIS Address Verification	<b>This is enabled by the following functionality and deliverables:</b> <ul style="list-style-type: none"><li>• GIS validation process established between GovOS and customer-owned GIS platform</li></ul>

## 14. Acceptance

All Deliverables require acceptance from the Customer Project Manager following the completion of deliverables, and upon Project closure. Customer is responsible for conducting any review and testing deliverable(s) pursuant to any applicable acceptance criteria agreed upon by the parties for such Deliverable(s). Upon completion of these phases, the GovOS Project Manager shall notify the Customer Project Manager and provide the necessary documents for review and sign off.

The following processes will be used for accepting Deliverables and Project Closure:

- **Deliverable Acceptance Process:**
  - A Deliverable will be provided by GovOS (“**Delivery**”); then
  - Within 5 business days Delivery, Customer shall provide written acceptance of the Deliverable (“**Acceptance**”), or a rejection notice that described with specificity the reason(s) for rejection (a “**Rejection**”); then



- If Customer has provided Acceptance or failed to timely provide a Rejection, then the Deliverable shall be deemed accepted; or
- If a Rejection is timely provided, then GovOS shall promptly attempt to resolve the concerns identified in the Rejection and re-submit the Deliverable for acceptance, at which point this Acceptance Process shall commence again.
- **Acceptance by Use:** If the SaaS Solutions have been put into use within a production environment for a period of 14 calendar days, then the Project shall be deemed accepted.
- **One Year Time Limit:** If more than 12 months have passed since the effective date of the applicable Proposal and there has been no substantive engagement from Customer.
- **Project/Phase Completion:** Upon completion of any phase of the Project or the Project in its entirety, Customer will have five business days to communicate that the Deliverable(s) that have not already been accepted by Customer at that time do not meet Customer's requirements. Failure to timely communicate rejection of such phase or the Project will be deemed as acceptance of the same and any further Services provided to remedy Customer's later concern(s) may only be provided pursuant to a Change Order.

## 15. Disputes and Resolution

Upon notification, GovOS will apply commercially reasonable effort to resolve disputes, issues, or other documented concerns as timely as possible.



# Proposal Acceptance

Proposal #:	006VV00000DBiSrYAL
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By signing below, Customer and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA.

## Customer Signature

_____ Signature of Authorized Representative	_____ Title	_____ Date
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## GovOS Signature

_____ Signature of Authorized GovOS Representative	_____ Title	_____ Date
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