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CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this ~~10th~~^{26th} day of **March, 2026** in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, **Department of Property and Procurement**, on behalf of the **Office of Management and Budget** (hereinafter referred to as "**Government**" or "**GVI**") and **OpenGov, Inc.** (hereinafter referred to as "**Contractor**".) The GVI and the Contractor shall be collectively referred to herein as the "**Parties**".

WITNESSETH

WHEREAS, pursuant to Contract No. P014OMBT20, as amended and renewed, the Government contracted with Contractor to provide software and other technical solutions to enhance and enable the budget process and budget book to be completed electronically; and

WHEREAS, following the expiration of Contract No. P014OMBT20, as amended and renewed, the Government contracted with the Contractor under Contact No. P040OMBT25, for the continued provision of services; and

WHEREAS, pursuant to its terms, Contract No. P040OMBT25 expired January 12, 2026, however, the Government has an ongoing need for the services related to electronic processing of the Government’s annual budget; and

WHEREAS, the Government seeks to continue to receive services from the Contractor pursuant to Title 31 VIC section 239 (a)(8); and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) and provide software as described in Addendum III (Order Form) attached hereto and made a part of this contract, which are subject to the terms of the Contractor’s standard Software and Support Service Level Agreement, as described in Addendum IV(Software and Support Service Level Exhibit), attached and made a part of this contract.

2. TERM AND EFFECTIVE DATE

This Contract shall be effective January 13, 2026, and shall terminate one (1) year thereafter. Upon the date of the execution of this Contract by the Governor of the U.S. Virgin Islands, this Contract shall become effective for the Term set out herein.

Contractor shall provide the Government access to the Software Services provided for under this Contract, for the duration of the term of this Contract. The Government, in its sole discretion, shall



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have the option to renew this Contract for a period of one (1) additional year, subject to the terms noted herein, by providing the Contactor with thirty (30) days written notice of the Government's election to renew.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services) and Addendum III (Order Form), agrees to pay Contractor a sum not to exceed Five Hundred, Ten Thousand, Four Hundred Seventy-Four and 22/100 Dollars (\$510,474.22); in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

Should Government, in its sole discretion, elects to renew this agreement, compensation for the renewal period shall be a sum not to exceed Five Hundred, Thirty-Five Thousand, Nine Hundred Ninety-Seven and 92/100 Dollars (\$535,997.92).

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

Applicable documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above- described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government. Notwithstanding the foregoing, Contractor shall retain all rights, title, and interest in and to its pre-existing and future intellectual property, proprietary tools, software, templates, and Documentation.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent



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contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless Government, its elected and appointed officials, employees, and agents from any third-party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any material breach of this Contract or due to the gross negligence or willful acts or omissions of Contractor in the performance of this Contract. Government shall (a) promptly give notice of a claim to Contractor, (b) give Contractor sole control of the defense and settlement of the claim subject to the concurrence of the US Virgin Islands Attorney General's Office or so long as any settlement shall not include a financial obligation on, or an admission of liability by Licensee or any infringement on Licensee's rights as a Government, (c) provide to Contractor all available information and reasonable assistance, and (d) not compromise or settle such third-party claim. The foregoing is Contractor's sole obligation and Government's exclusive remedy with respect to indemnification. The indemnification obligations set forth in this Section are subject to the limitation of liability provisions of this Contract.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. DISPUTE RESOLUTION

(a) Any claims limited solely to seeking non-monetary or equitable relief, any dispute or claim arising out of or relating to the Services, this Agreement or any other services provided by or on behalf of the Consultant or any of its subcontractors or agents to the Government's or at the Government's request, shall be resolved by mediation as follows:

(1) Mediation. A party shall submit a dispute to mediation by written notice to the other Party. The mediator shall be selected by the Parties. If the Parties cannot agree on a mediator, the Internal Institute of conflict Prevention and Resolution ("CPR") shall designate a mediator at the request of a Party. Any mediator must be acceptable to all



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Parties and must confirm in writing that he or she is not, and will not become during the term of mediation, an employee, partner, executive officer, or any substantial equity in OpenGov, Inc.

The mediator shall conduct the mediation as he/she determines, with the agreement of the Parties. The Parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each Party shall bear its own costs in the mediation. The Parties shall share equally the fees and expenses of the mediator.

If a dispute is not resolved through mediation, either party may proceed with legal remedies.

14. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

16. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.



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17. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor of the U.S. Virgin Islands.

18. TERMINATION

Either party will have the right to terminate this Contract with cause on thirty (30) days written notice to the other party specifying the date of termination after providing thirty (30) days for the notified party to cure.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and



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- (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Lisa M. Alejandro
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

Julio Rhymer, Sr.
Director
Office of Management and Budget
5041 Norre Gade
St. Thomas, VI 00802

CONTRACTOR

Sam Kramer
Senior Vice President, Finance
OpenGov, Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107

22. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

23. OTHER PROVISIONS

Addenda I, II, III and IV attached hereto are a part of this Contract and are incorporated herein by reference.

24. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards



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using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. The Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

26. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

27. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract:

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **TECHNOLOGY ERRORS AND OMISSIONS LIABILITY:** Technology Errors and Omissions liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.



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28. FORCE MAJEURE

Neither Party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the Party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming Party. Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of the Contractor.

29. LICENSES

The Contractor licenses (the "License") the "OpenGov" software as a service (SaaS) pursuant to the terms set forth in the related Order Form which is described in Addendum III attached hereto.

30. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.



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IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year first above written.

GOVERNMENT OF THE VIRGIN ISLANDS

Julio Rhymer, Sr.
Julio Rhymer, Sr., Director
Office of Management and Budget

1/27/2026
Date

Lisa Alejandro
Lisa Alejandro, Commissioner
Department of Property & Procurement

3/23/2026
Date

CONTRACTOR

Signed by:
Sam Kramer
042E5785090E4E8
Sam Kramer
Senior VP, Finance
OpenGov, Inc.

1/11/2026
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: Tyler Williams Date 03/25/2026

APPROVED:

[Signature]
Honorable Albert Bryan Jr.
GOVERNOR OF THE U.S. VIRGIN ISLANDS

Date 3/26/24

PURCHASE ORDER NO. 2199 and 3859