

ITEM # 18-1088

OPENGOV SOFTWARE SERVICES AGREEMENT



ORDER FORM

OpenGov, Inc.
955 Charter Street
Redwood City, CA 94063 USA

Quote Created: 2/12/2018
Quote prepared by: Neal Black
Quote Expires: 2/28/2018

Customer Information

Customer Name City of Santa Fe, NM
Contact Name Adam Johnson
Phone 505-955-6530
Email akjohnson@ci.santa-fe.nm.us

Billing Name City of Santa Fe, NM
Billing Address 200 Lincoln Avenue
Santa Fe, NM 87501
United States

Order Details

Welcome to OpenGov! Thanks for using our software services.

Solution	List Price	Discount	Annual Fee	Total Fee
OpenGov Budget Book	\$60,000.00	15%	\$51,000.00	\$51,000.00
OpenGov Budget Book Standard On-Boarding Package (One-Time Fee)	\$3,100.00	—	\$0.00	\$3,100.00
			TOTAL FEE YEAR ONE	\$54,100.00
			TOTAL ANNUAL RECURRING FEE	\$51,000.00
			GRAND TOTAL	\$54,100.00

Subscription Start Date: 2/8/2018

Subscription End Date: 2/7/2019
Payment Terms: Net thirty (30) days

Billing Frequency: Customer will be billed according to the following billing schedule:

Billing Date	Amount Due
February 8, 2018	\$51,000.00
July 1, 2018	\$3,100.00

Agreement Governing this Order Form

This Order Form between Customer and OpenGov, Inc. is governed by, and incorporates by reference, the Software Services Agreement, dated February 23, 2018, between Customer and OpenGov, Inc. (the "Agreement"). Customer agrees to the terms of the Agreement.

Signatures

Customer: City of Santa Fe, NM

Signature: [Signature]

Name: Adam Johnson

Title: Finance Director

Date: _____

OPENGOV, INC.

Signature: [Signature]

Name: Les Choi

Title: Sr. Director Finance

Date: 2-23-2018

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "Agreement") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 ("OpenGov") and the customer listed on the signature block below ("Customer"), as of the date of last signature below (the "Effective Date"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. DEFINITIONS

"Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"Documentation" means the documentation for the Software Services at the Customer Resource Center page found at [opengov/zendesk.com].

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("Software Services").

2.2 Support. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 Professional Services.

(a) If OpenGov provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work signed by the parties ("SOW") and attached as an exhibit to this Agreement (the "Professional Services").

(b) Unless the SOW provides otherwise, all reasonable travel expenses incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from San Francisco, California to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource or otherwise commercially exploit the copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY; ACCESS TO CUSTOMER DATA

5.1 Each party (the "Receiving Party") agrees not to disclose any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be

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understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "Public Data," which is data that the Customer has previously released to the public or would be required to release to the public, upon request, according to applicable federal, state, or local public records laws. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) **Fees.** The fees for the Software Services ("Fees") for the Initial Term and any Renewal Term are set forth in the applicable Order Form.

(b) **Inflation Adjustment.** OpenGov may increase the Fees payable for the Software Services during any Renewal Term by up to 4% each year of the Renewal Term to account for inflation, taking into consideration year-over-year increases in the Consumer Price Index - All Urban Consumers (CPI-U).

(c) **Invoicing and Payment.** OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) **Travel Expenses.** Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 **Credit Card Customers.** Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at [finance@opengov.com.] Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 **Taxes.** All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes.

7. TERM & TERMINATION

7.1 **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "Initial Term").

7.2 **Renewal.** Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the "Renewal Term" and together with the Initial Term, the "Term").

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7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards.

(b) Software Services Warranty. OpenGov further represents and warrants that the Software Services will perform in all material respects in accordance with the Documentation during the Term. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 7.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY

SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claim arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third party beneficiaries to this Agreement.

OPENGOV SOFTWARE SERVICES AGREEMENT

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Signatures

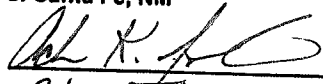
Customer: City of Santa Fe, NM

Signature:

Name:

Title:

Date:


Adam Johnson
Finance Director
2-26-18

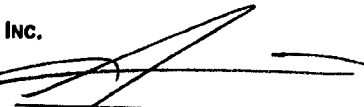
OPENGOV, INC.

Signature:

Name:

Title:

Date:


Leo Choi
Sr. Director, Finance
2-23-2018



City of Santa Fe (Customer) and OPENGov(OpenGov)

ADDENDUM

A. OPENGov BUDGET BOOK WARRANTY TERMINATION

This is a warranty that OpenGov Budget Book will perform as described in the Budget Book Platform Overview attached as Exhibit A. If OpenGov breaches this warranty then OpenGov may either fix Budget Book solution or, if it cannot be fixed, the Customer may terminate Budget Book solution with 45 days written notice and upon termination, OpenGov will provide Customer a pro-rata refund for any pre-paid, unused Fees.

~~This Agreement may be terminated by the Customer upon 10 days written notice to OpenGov. OpenGov shall render a final report of the services performed up to the date of termination and shall turn over to the Customer original copies of all work product, research or papers prepared under this Agreement.~~

B. INDEMNIFICATION

OpenGov shall indemnify, hold harmless and defend the Customer from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from OpenGov's performance under this Agreement as well as the performance of OpenGov's employees, agents, representatives and subcontractors. Under no circumstances, however, shall OpenGov's liability exceed the fees paid (or, payable) by Customer to OpenGov for the Software Services under this Agreement in the twelve (12) months prior to the act that gave rise to liability.

C. CHOICE OF LAW

This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the Customer and the State of New Mexico, without giving effect to the conflict of law principles thereof.

D. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Customer in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Customer and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

E. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Customer for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Customer, this Agreement shall terminate upon written notice being given by the Customer to OpenGov. The Customer's decision as to whether sufficient appropriations are available shall be accepted by OpenGov and shall be final.

F. RELEASE

OpenGov, upon acceptance of final payment of the amount due under this Agreement, releases the Customer, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. OpenGov agrees not to purport to bind the Customer to any obligation not

assumed herein by the Customer unless OpenGov has express written authority to do so, and then only within the strict limits of that authority.

G. INSURANCE


OpenGov shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. OpenGov shall furnish the Customer with proof of insurance of OpenGov's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

H. RECORDS AND AUDIT

OpenGov shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Customer, the Department of Finance and Administration, and the State Auditor. The Customer shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Customer to recover excessive or illegal payments.

Signature Lines required:


Customer:



Brian K. Snyder, City Manager

Date: 02/15/2018

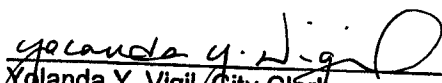
OpenGov:



Name and Title Len Choi, Sr. Director,
Finance

Date: 2-23-2018

Attest:



Yolanda Y. Vigil, City Clerk mb
10-15-18

Approved as to form:



Kelley A. Brennan, City Attorney 2/14

Approved:



Adam K. Johnson, Finance Director

Business Unit/Line Item:

12016. 530710



Exhibit A

OpenGov Budget Book powered by Wdesk Platform Overview

Financial Data Management and Reporting Solution

OpenGov Budget Book powered by Wdesk allows users to create any various types of financial reports including, but not limited to:

- CAFR
- PAFR/Citizen Reporting
- Budget Reporting
- Quarterly Financial Reporting
- Internal Controls

Wdesk is a cloud-based application that makes creating and managing complex business reports easy. It's simple to use, has a familiar interface, and allows people to work together on common documents. Wdesk combines word processing, linked workbooks, charts, and presentations into one application.

Accuracy you can count on

Live-linked data is always up to date, and the Wdesk application can easily incorporate information from many different sources. Data is stored in the cloud, so the version being edited is always current.

Data consistency

Wdesk is your single source of truth. Across the enterprise, teams can rely on the cloud platform as the place to get final answers. Connect and reuse live-linked data and narrative throughout your organization.

History and audit trail

Ensure consistency and accuracy in every step of your business process. In Wdesk, every change leaves a digital record. Grant powerful review capabilities directly to your reviewers and auditors.

Version control

Your team is always on the same page. Manage your documents and data with less effort and more accuracy. Teams work on the same version of document and data in Wdesk.

Easy and efficient

Wdesk was designed to be as easy as the familiar office apps used today, but built for the cloud. Easy setup means users can be up and running in less than three hours, with no IT involvement. Users can work on or approve reports from anywhere.

Wdesk is fundamentally different than any other solution.

- **Wdesk is 100% cloud:** No software to install. No Hardware to buy. Built on the most



modern of technology. The customer can access the system anytime, anywhere - mobile included. With Wdesk - there are no painful software upgrades. New features are delivered weekly and you are always on the most updated version of the platform.

- **Wdesk is uniquely capable:** Wdesk is scalable yet collaborative. Accurate and actionable. Powerful yet intuitive. Open yet secure.
- **Wdesk supports collaborative work management:** It is designed for the way the organization works, optimized for today's requirements. Workiva believes that solutions should be simple, intuitive and require no expertise to accomplish a task. Solutions should engage people - not just automate part of a business process workflow. Workiva believes that there is a fresh approach to take in addressing your specific reporting and broader collaborative work management requirements.

Wdesk combines a lower cost of ownership with a modern and configurable approach to collaborative work management. Wdesk works with a browser or mobile device, using a familiar interface that enables all users to access the system from anywhere in the world on any internet device with minimal training. Workiva's innovative technology and approach can provide the customer of Greater Chicago with the following key advantages:

- **Optimized time to benefit:** Workiva customers have demonstrated a time to value of implementing Wdesk measured in days and weeks compared to the months and years required by other systems.
- **Reduced operating costs:** The Workiva cloud delivery model removes the overhead and hardware of other IT costs, enabling the customer to realize a lower cost of ownership.
- **Increased operational efficiency:** The easy-to-use interface of Wdesk enables users to quickly drive productivity and work smart.
- **Reduced risk and improved compliance:** Wdesk ensures that the security and permissions are enforced throughout the business process. Wdesk lets the customer work simultaneously with your team and still control edits and permissions.

Workiva's goal is to help customers achieve success in the shortest period of time with the greatest benefit.

Technical Competence

OpenGov Budget Book powered by Wdesk Features

Feature	Details
<i>Collaboration</i>	<ul style="list-style-type: none"> Multiple contributors work simultaneously on the same document with real-time updating Users have private drafts of their working sections until they are ready to share with the team Each section that is shared creates a revision in the document history, providing a full audit trail of every change made to the document Commenting and track changes streamline the review process
<i>Live-Linking</i>	<ul style="list-style-type: none"> Linking capabilities automatically update data and text changes throughout documents and workbooks Multiple data points can reference the same target cell in a workbook providing a single source structure to alleviate change management pain points Multiple documents can be linked to the same source workbook Each use of data can be formatted to different number types and decimal places without affecting source data Links in documents can be rolled forward to new reporting periods Charts and tables automatically foot and cross-foot, ensuring accuracy Use workbook sync to define an automated process for syncing Wdesk workbooks with a specified range of cells in an Excel workbook
<i>Content Creation</i>	<ul style="list-style-type: none"> Create multiple document types—word processing, presentations, spreadsheet workbooks, and data-driven charts—within the same application Leverage existing office documents Word processing and charts and tables with spreadsheet logic are in the same platform Create folders or projects to organize content Wdesk supports images such as .jpg and .gif Easily modify text, data and visual presentation to accommodate the implementation of new GASBs
<i>Commenting and Review</i>	<ul style="list-style-type: none"> Generate blackline reports that show the differences between any two selected revisions of a document or workbook Track changes in documents and workbooks Changes made by other editors will not become part of document until changes are "accepted" in Track Changes Mode Comments made in reviews flow back and are visible for digital review Reviews of documents, milestones, and blacklines can be distributed to key stakeholders Complete document version history provides audit trail including

Feature	Details
	comments
<i>Advanced Permissions</i>	<ul style="list-style-type: none"> • Distribute role-based document access and privileges for administrators, contributors and reviewers • Set permissions at the document or section level • Permission levels include owner, editor, viewer, and no access • Determine which users can approve or reject proposed changes from other editors in track changes mode
<i>Enhanced Security</i>	<ul style="list-style-type: none"> • SSL and web-based authentication for secure document access • Two-factor and SAML integration for advanced security options • Granular object model with encrypted storage • PIN authentication for iPads and Android tablets • Service Organization Controls (SOC) 1 and (SOC) 2 Statements on Standards for Attestation Engagements No.16 (SSAE 16) Type II audit process

Additional Functionality

Wdesk offers several other tools that can be useful in helping to streamline your processes across the organization and especially across your geographic locations around the world.

Certification

Certification allows you to establish standard and repeatable steps for managing various processes, such as sub-certification or approval processes. In Certification, you can create processes in which you can perform the following management tasks:

- Create and send certification letters
- Manage signers and the letter-signing and approval workflow
- Track and manage exceptions and comments
- Attach standalone files as supplemental information
- Generate reports showing comments and exceptions or the signing status of a particular letter
- Store letter templates in a library for reuse in future reporting periods
- Administrator control of dynamic user roles

Commenting

Comments are used for collaboration and note-taking in documents and workbooks. The comments you create are visible only to other users who have appropriate document permissions. Comments can be added to individual cells and groups of cells in workbooks and multiple cell comments can be anchored to a single cell. Comments can be added to text boxes, images, tables, and charts in Presentations.

Wdesk viewer utilizes dynamic commenting features:

- threaded comments - users can leave multiple posts to a single comment in a conversation

style

- directed comments - using '@username' comments can be sent directly to a specific person who receives notification via email and within Wdesk
- live updates - comments made in the viewer flows back to the Editor in real-time, with notation indicating where the comment originated (in the Viewer or the Editor).

Presentations

Many organizations depend on slide-based presentations for key communication both internally and externally. With Wdesk Presentations, you get all the advantages of an eye-catching visual presentation combined with the power of collaboration, control, data linking, and roll forward.

Presentations collaboration features allow you to work with your team in the same slide deck at the same time. Gain control and use permissions to lock down designs in your master layouts or to maintain completed work while allowing other slides and groups to be edited as needed.

You can link data directly into your slides from a workbook for consistency and simultaneous updates in every location where the data appears. Finally, you can reuse your presentation and the linked data to roll forward and maintain ongoing accuracy. Create a milestone for your final report each period for easy tracking and auditing.

Data Collection

When you have information to collect from many sources, Data Collection streamlines your process and helps ensure the consistency and accuracy of the resulting data. Information in Data Collection is automatically aggregated and you can view the data as a whole, or view contributions from specific individuals or locations.

In addition to giving you control over the collection and aggregation of data, you can track the progress of those providing data using the Data Collection dashboard. The dashboard allows you to easily monitor submissions and approvals and track against deadlines. Data Collections may also be reused and rolled forward to give yourself a head start for the next reporting period.

Spreadsheets

Spreadsheets gives you the power to work with large, complex data in a familiar, collaborative, and controlled environment.

- Create Spreadsheets three different ways: synchronize an external Excel file using Wdesk Sync, create a new Spreadsheet from scratch in Wdesk or import a .csv file.
- Real time collaboration - In traditional Wdesk documents, only one person can work in a section at a time, as indicated by the pencils and locks. In Wdesk Spreadsheets, multiple people can be working together in the same sheet, in real time.
- Utilize cross sheet formulas in Spreadsheets.
- Easily understand complex formulas using the Advanced Formula Editor.
- Link from data in Spreadsheets to Wdesk Documents, Presentations and Workbooks.
- Save a local copy of your Spreadsheet as a .csv or.xlsx file if needed.



Tasking

Tasking is a fully integrated solution for creating and completing tasks within Wdesk. Tasking is flexible with multiple task types available: Approvals, reviews, requests for documentation, or any custom task required for your work. Assign and respond to tasks in the same environment used to create your reports. Assignees are sent email notifications alerting them to their tasks and you can track tasks you've assigned or been assigned in a filterable dashboard within Wdesk.

Evidence Management

Evidence Management in Wdesk allows you to collect supporting documents as evidence, and ensure they're tied to a specific cell or range of cells in your workbook. Drag and drop substantiating documents from your computer to your workbook on a cell-by-cell basis. Attach and connect PDFs, spreadsheets, text documents and many other file types.

Create placeholders and tasks to request attachments from others. Users receive a request via email and upload the attachment through a portal. Once documents have been attached to the workbook cells, ensure that the documentation matches the source document before passing along to stakeholders.

Mark up any uploaded attachment in the Wdesk viewer. Use markups including general shapes, tick marks and text narratives to highlight key attributes. Package everything to export for safe keeping or distribution. Generate a .zip file of source documents and attachments. Attached files are exported in a variety of formats, including Word, Excel, PDF and more.

Create Publish Ready PDF

Wdesk documentation is fully compatible with Office. Users can import Excel, Word and PowerPoint documents into Wdesk for collaboration. Additionally, users can export documents from Wdesk to Excel, Word, PowerPoint, or PDF format. Workiva also supports images such as .jpeg and .gif files.

A PDF document may be created of an entire project or of any combination of documents within a project. The PDF can then be saved or printed. Create Publish Ready PDF is an option when saving as PDF that generates a PDF suitable for traditional printing. When creating a Publish Ready PDF, you can include the following options:

- Hyperlink formatting (underlines and blue text color)
- Table Cell background shading
- Leader dots in cells

Export to InDesign

Documents created in Wdesk can be exported to Adobe InDesign for greater customization and layout for printing. Wdesk facilitates designed reporting in InDesign through the use of an In Copy Markup Language (ICML) exporter and customized style guides.

Wdesk is best utilized for document editing and collaboration, while InDesign is best utilized for



handling complex document design.

Style Guides

If you need to reuse the same text formatting options repeatedly, you may consider creating a Style Guide to make the process quick and easy. Style Guides let you apply uniform formatting by highlighting the text and selecting the style you wish to apply from a drop-down menu. Only document owners can create and edit style guides, but anyone can use them. Styles can be applied to document text, document tables, and presentations.

Support Binders

Support Binders creates a digital binder that documents specific values in your CAFR or Budget reports. Use Wdesk to attach PDFs, images, Excel files, Word docs, .CSV, .TXT, .RTF, and other file types to workbook cells. Use the tasking feature to request further attachments from colleagues.

After you have added attachments, use the Viewer to annotate and tie out financial statements and work papers. The tools in the viewer allow you to markup the document with shapes, tick marks and narrative text.

Finally, export all materials to one convenient digital binder. Send your support binder for review on a computer or mobile device. Utilizing the commenting feature allows for effective collaboration with your colleagues.

Wdesk Mobile

If you need to view or comment on Wdesk documents while away from your computer, you can do so using the Wdesk Mobile application. This application allows you to view and comment on your Wdesk files, manage tasks, and sign Certifications from a compatible Android or iOS device.

Wdesk Mobile is not currently compatible with Windows phones or Blackberries.