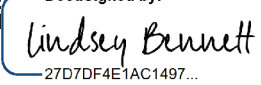
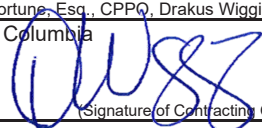


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Contract Number		Page of Pages	
		CFOPD-19-C-047		1	4 + Attachment A
2. Amendment/Modification Number  Modification No. 04		3. Effective Date  See 16 C below		4. Requisition/Purchase Request No.	
				5. Solicitation Caption Treasury Management System	
6. Issued by:  Office of the Chief Financial Officer Office of Contracts 1100 4 <sup>th</sup> Street, S.W. Suite E620 Washington, D.C. 20024 202-442-7012			7. Administered by (If other than line 6)  Office of the Chief Financial Officer Office of Finance and Treasury 1101 4th Street, SW - Suite 850 West Washington, DC 20024 Office: 202.727.2469		
8. Name and Address of Contractor (No. street, city, county, state and zip code)  Kyriba Corp. 4435 Eastgate Mall, Suite 200 San Diego, CA 92121 Ashlee B. Hartman - 919-601-3845 Email: <a href="mailto:ahartman@kyriba.com">ahartman@kyriba.com</a>			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			10A. Modification of Contract/Order No.  <b>X</b> CFOPD-19-C-047		
			10B. Dated (See Item 13)  June 28, 2019		
Code Facility					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
<b>X</b> A. This change order is issued pursuant to (Specify Authority) 27 DCMR Chapter 2008 and Sections F.2 – Option to extend the Term of the Contract and I.8 – Changes, contained in the Contract					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the DC Financial Responsibility and Management Assistance Authority.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
<p>The District intends to achieve the following with Modification 4:</p> <p style="text-align: center;">This modification to the contract identified in Block 10A above, is hereby modified on the following pages.</p> <p style="text-align: center;"><b>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</b></p>					
Except as otherwise provided, the terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. DocuSigned by:  Lindsey Bennett 27D7DF4E1AC1497...		15B. Name of Contractor  Lindsey Bennett <small>(Signature of person authorized to sign)</small>		15C. Date Signed  6/17/2020	
		16A. Name of Contracting Officer  Dorothy Whisler Fortune, Esq., CPPQ, Drakus Wiggins, CPPB, CPPO or Anthony A. Stover, CPPO		16B. District of Columbia  <small>(Signature of Contracting Officer)</small>	
				16C. Date Signed  June 18, 2020	

Contract No. CFOPD-19-C-047

Modification No. 04

Page 2 of 4

**ITEM 1**

Section B.4.6.5, Optional Items Price List, via Modification No. 01, is hereby amended to represent Software Fees as subCLINs "A" and Services Fee as subCLINs "B" to distinguish CLINs respectively.

**ITEM 2**

Section B.4.2, Option Year One through Section B.4.5, Option Year Four from Modification No. 03 are deleted in their entirety and replaced with the following:

**B.4.2 OPTION YEAR 1**

CLIN	Item Description	Total Price	4 Months	8 Months
			6/28/20 – 10/27/20	10/28/20 – 6/27/21
101	TMS Licenses	\$173,036.08	\$57,678.69	\$115,357.39
102	TMS Hosting, Maintenance, and Support	\$0.00	\$0.00	\$0.00
103	Sandbox Environment - SaaS Annual Fee	\$8,160.00	\$2,720.00	\$5,440.00
107	Bank Statement Forwarding - SaaS Annual Fee	\$8,160.00	\$2,720.00	\$5,440.00
501A	AP Payment Hub (Annual SaaS Fee)	\$89,582.40	\$29,860.80	\$59,721.60
501B	AP Payment Hub (One-time Services Fee)	\$10,000.00	\$10,000.00	\$0.00
502A	Payments Screening (Annual SaaS Fee)	\$39,000.00	\$13,000.00	\$26,000.00
502B	Payments Screening (One-time Services Fee)	\$3,600.00	\$3,600.00	\$0.00
503A	Fraud Module (Annual SaaS Fee)	\$49,464.00	\$16,488.00	\$32,976.00
503B	Fraud Module (One-time Services Fee)	\$4,800.00	\$4,800.00	\$0.00
504A	Additional Payment Primary Users (Lot)	\$10,200.00	\$10,200.00	\$0.00
505A	Additional Payment Secondary Users (Lot)	\$5,010.00	\$5,010.00	\$0.00
506A	Premium Support (Annually)	\$20,400.00	\$20,400.00	\$0.00
509B	Additional Coordination of Third-Party Consulting Group (Estimated Total Price)	\$60,000.00	\$60,000.00	\$0.00
<b>Total for B.4.2</b>		<b>\$481,412.48</b>	<b>\$236,477.49</b>	<b>\$244,934.99</b>

Contract No. CFOPD-19-C-047

Modification No. 04

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**B.4.3 OPTION YEAR 2**

<b>CLIN</b>	<b>Item Description</b>	<b>Total Price</b>
<b>201</b>	TMS Licenses	\$173,036.08
<b>202</b>	TMS Hosting, Maintenance, and Support	\$0
<b>203</b>	Sandbox Environment - SaaS Annual Fee	\$8,160.00
<b>207</b>	Bank Statement Forwarding - SaaS Annual Fee	\$8,160.00
<b>501A</b>	AP Payment Hub (Annual SaaS Fee)	\$89,582.40
<b>502A</b>	Payments Screening (Annual SaaS Fee)	\$39,000.00
<b>503A</b>	Fraud Module (Annual SaaS Fee)	\$49,464.00
<b>504A</b>	Additional Payment Primary Users (Lot)	\$10,200.00
<b>505A</b>	Additional Payment Secondary Users (Lot)	\$5,010.00
<b>506A</b>	Premium Support (Annually)	\$20,400.00
<b>Total for B.4.3</b>		<b>\$403,012.48</b>

**B.4.4 OPTION YEAR 3**

<b>CLIN</b>	<b>Item Description</b>	<b>Total Price</b>
<b>301</b>	TMS Licenses	\$173,036.08
<b>302</b>	TMS Hosting, Maintenance, and Support	\$0
<b>303</b>	Sandbox Environment - SaaS Annual Fee	\$8,160.00
<b>307</b>	Bank Statement Forwarding - SaaS Annual Fee	\$8,160.00
<b>501A</b>	AP Payment Hub (Annual SaaS Fee)	\$89,582.40
<b>502A</b>	Payments Screening (Annual SaaS Fee)	\$39,000.00
<b>503A</b>	Fraud Module (Annual SaaS Fee)	\$49,464.00
<b>504A</b>	Additional Payment Primary Users (Lot)	\$10,200.00
<b>505A</b>	Additional Payment Secondary Users (Lot)	\$5,010.00
<b>506A</b>	Premium Support (Annually)	\$20,400.00
<b>Total for B.4.4</b>		<b>\$403,012.48</b>

Contract No. CFOPD-19-C-047

Modification No. 04

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**B.4.5 OPTION YEAR 4**

<b>CLIN</b>	<b>Item Description</b>	<b>Total Price</b>
<b>401</b>	TMS Licenses	\$173,036.08
<b>402</b>	TMS Hosting, Maintenance, and Support	\$0
<b>403</b>	Sandbox Environment - SaaS Annual Fee	\$8,160.00
<b>407</b>	Bank Statement Forwarding - SaaS Annual Fee	\$8,160.00
<b>501A</b>	AP Payment Hub (Annual SaaS Fee)	\$89,582.40
<b>502A</b>	Payments Screening (Annual SaaS Fee)	\$39,000.00
<b>503A</b>	Fraud Module (Annual SaaS Fee)	\$49,464.00
<b>504A</b>	Additional Payment Primary Users (Lot)	\$10,200.00
<b>505A</b>	Additional Payment Secondary Users (Lot)	\$5,010.00
<b>506A</b>	Premium Support (Annually)	\$20,400.00
<b>Total for B.4.5</b>		<b>\$403,012.48</b>

**ITEM 3**

Pursuant to Section F.2 – Options to Extend the Term of the Contract, the District hereby exercises a four (4) month portion of Option Year 1 of the Contract for the period of June 28, 2020 through October 27, 2020. The funding for this period is in the Not to Exceed amount of \$236,477.49. The cumulative value of the contract is hereby increased by \$236,477.49 from \$431,326.08 to an amount Not to Exceed \$667,803.57.

**ITEM 4**

The Change Order: SaaS Services, Change Order: Consulting Services, and Kyriba Change Order Details enclosed are hereby incorporated into the contract by reference.

# ATTACHMENT A

## Change Order: SaaS Services Government of District of Columbia (Office of Finance and Treasury)

06-12-2020

Company	
Company Name	Government of District of Columbia (Office of Finance and Treasury)
Address	1101 4th St SW Ste 800, Washington, DC 20024-4461
Legal Representative	Sarah Jacobus
Phone	(202) 442-6318
Email	sarah.jacobus@dc.gov

Billing Information	
Billing Company	Government of District of Columbia (Office of Finance and Treasury)
Billing Address	Office of the Chief Financial Officer Office of Finance and Treasury, Washington, DC 20024-4461
Contact Name	Sarah Jacobus
Phone	(202) 442-6318
Email	sarah.jacobus@dc.gov

## 1. ADDITIONAL SAAS SERVICES SUMMARY

The additional subscribed to SaaS Services are the following:

### USERS AND MODULES SERVICES

Payment Management	Unit	Quantity
PCo3-0002 Payment Factory	Module	1
PCo3-0008 Payment Primary Users	User(s)	10
PCo3-0009 Payment Secondary Users	User(s)	10
PCo3-0015 Sanction List Screening by Fircosoft (up to 30,000 payments)	Payment(s)	1

Options	Unit	Quantity
PCo8-0005 Control Center	User(s)	1

Fraud Management	Unit	Quantity
PCo9-0001 Fraud Detection	Module	1
PCo9-0002 Fraud Screen data volume	x 2000 data	208
PCo9-0003 Fraud Primary Users	User(s)	10
PCo9-0004 Fraud Secondary Users	User(s)	10

**Monthly Application fees USD 9,149.50 (109,794 annually)**

### CONNECTIVITY SERVICES

Transaction Usage	Unit	Quantity
PC10-0003 Payment Volumes	x 2,000 transactions	207

**Monthly Connectivity fees USD 6,955.20 (83,462.40 annually)**

#### Summary

**Monthly Application fees USD 9,149.50 (109,794 annually)**

**Monthly Connectivity fees USD 6,955.20 (83,462.40 annually)**

**Monthly recurring fees USD 16,104.70 (193,256.40 annually)**

This Change Order request will be billed from the effective date of this Change Order. The price of the services mentioned above are exclusive of all applicable taxes or duties.

## 2. PAYMENT SCREENING

In connection with Customer's subscription to Payment Screening module, Customer agrees, acknowledges and accepts that:

- Payment Screening module is a third party product;
- it should not rely solely upon the screening reports provided by Payment Screening module when making any decision to deal with any person or entity and that before making any such decision, Customer should make independent checks of such person or entity to verify the information contained in the screening report;
- Payment Screening module provides screening reports without giving any opinion or recommendation about any individual or entity named in them;

- d) Payment Screening module may include information in screening reports that relates to an entity or individual that bears the same name as other unconnected persons;
- e) information provided by Payment Screening module in the screening report is necessarily in summary form and should be read and used by Customer in context of the full details available in the third party materials;
- f) the screening report cannot be an exhaustive source of information on persons or entities of whom Customer may wish or be obliged to make inquiries before entering into a financial or other relationship with them;
- g) while every attempt is taken to ensure that the screening report is kept up to date when they are provided to Customer, Kyriba cannot guarantee that information contained in them will not have changed or be correct;
- h) Kyriba cannot guarantee that Payment Screening module will find any or all of the published information available in connection with any individual or entity; and
- i) Kyriba makes no warranty or representation about and disclaims all liability for the accuracy, completeness or currency of any screening reports.

### 3. TERMS OF EXECUTION

This Change Order is governed by the terms and conditions of Contract No. CFOPD-19-C-047 (the "Agreement") the parties previously entered into for the provision of SaaS Services as referenced or included in the previous Order Schedule. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. Except to the extent otherwise expressly set forth in this Change Order, the terms of the Agreement shall remain in full force and effect. The parties hereto acknowledge having read this Change Order and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties hereto have each caused this Change Order to be signed and delivered by their duly authorized officers, all as of the date of the last signature set forth below.

**For GOVERNMENT OF DISTRICT OF COLUMBIA  
(OFFICE OF FINANCE AND TREASURY)**

**For Kyriba Corp.**

June 18, 2020

6/17/2020

Date

Date

Drakus Wiggins

Lindsey Bennett

First and Last Name

First and Last Name

Contracting Officer

CAO

Title

Title

Signature

DocuSigned by:

Lindsey Bennett

27D7DF4E1AC1497...

## Purchase Order Information

Purchase Order required: Yes  / No

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Purchase Order Number

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Accounts Payable Contact Name

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Purchase Order Amount

---

Accounts Payable Contact Email



# Change Order: Consulting Services Government of District of Columbia (Office of Finance and Treasury)

06-12-2020

Company	
Company Name	Government of District of Columbia (Office of Finance and Treasury)
Address	1101 4th St SW Ste 800, Washington, DC 20024-4461
Legal Representative	Sarah Jacobus
Phone	(202) 442-6318
Email	sarah.jacobus@dc.gov

Billing Information	
Billing Company	Government of District of Columbia (Office of Finance and Treasury)
Billing Address	Office of the Chief Financial Officer Office of Finance and Treasury, Washington, DC 20024-4461
Contact Name	Sarah Jacobus
Phone	(202) 442-6318
Email	sarah.jacobus@dc.gov

# 1. ADDITIONAL CONSULTING SERVICES SUMMARY

The additional Consulting Services are the following:

Milestone	Percent	Amount
Signature	50 %	USD 9,200.00
Go-Live	50 %	USD 9,200.00
<b>Total</b>		<b>USD 18,400.00</b>

The price of the services mentioned above are exclusive of all applicable taxes or duties.

# 2. TERMS OF EXECUTION

This Change Order is governed by the terms and conditions of Contract No. CFOPD-19-C-047 (the "Agreement") the parties previously entered into for the provision of consulting services as referenced or included in the previous Order Schedule. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. Except to the extent otherwise expressly set forth in this Change Order, the terms of the Agreement shall remain in full force and effect. The parties hereto acknowledge having read this Change Order and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties hereto have each caused this Change Order to be signed and delivered by their duly authorized officers, all as of the date of the last signature set forth below.

**For GOVERNMENT OF DISTRICT OF COLUMBIA  
(OFFICE OF FINANCE AND TREASURY)**

**For Kyriba Corp.**

June 18, 2020

6/17/2020

Date

Date

Drakus Wiggins

Lindsey Bennett

First and Last Name

First and Last Name

Contracting Officer

CAO

Title

Title

DocuSigned by:  
Lindsey Bennett

Signature

Signature

## Purchase Order Information

Purchase Order required: Yes  / No

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Purchase Order Number

---

Accounts Payable Contact Name

---

Purchase Order Amount

---

Accounts Payable Contact Email

**CLIENT NAME:** Government of DC

**Contract Type:** Fixed Fee

### **CHANGE ORDER DETAILS**

The purpose of this change order is for additional Kyriba professional services hours for Government of DC for the following Contract Line Item Numbers set forth in Section B.4.2 of the Contract **(CLINs): 501B; 502B; 503B.**

#### **Payment Factory**

The client would like to implement an interface for AP payments from the client's ERP to Kyriba. Kyriba will work with the ERP team to build the file layout and test the integration end to end. All inbound formats must be in Kyriba supported format.

Interfaces in Scope:

- One (1) unique file structure for import
- One (1) payment file from ERP to Kyriba (Automated)

There will be no additional payment scenarios or training on the payments module for the scope of this change order. If any additional training or payment scenarios is required, another change order will be required for additional Kyriba Professional Services hours.

#### **Payment Screening**

Kyriba has developed 'payment screening' to match payments to pre-defined watch lists prior to transmission to notify of potential issues. Kyriba has integrated Fircosoft watch list software for screening. Kyriba can screen all payment files that are routed from ERP or generated within Kyriba. All payments can be screened OR users can define specific payment types to screen. Screening is against top three (3) sanction lists: OFAC, UN & EU. The results of screening emailed directly to entitled users.

Kyriba implementation team will configure and train the Customer on the following tasks:

- Configuration of transaction screening
- Validation of transaction files
- Transaction Screening
- E-Mail Notification and manual review
- Reporting and archiving

#### **Fraud Detection**

This step includes configuring Rules.

This includes the configuration by Kyriba of the Fraud Detection module. Following tasks will be performed by Kyriba's implementation team:

- Workshop sessions with the Kyriba business consultants and the Customer treasury team to understand types of payments and areas of concern
- Design up to 5 Detection Rules based on the Customer requirements and Kyriba capabilities
- Kyriba will provide training on the Fraud and Compliance module to include the following:
  - Defining the detection rules and resolution parameters

- Configuration of detection rules and KPIs
- Analysis and resolution of alerts.

Kyriba's implementation team will configure the following:

- Five (5) detection rules
  - Any additional rules required to be setup by the consultant outside the five (5) will result in additional cost.
- One (1) Key Performance Indicator (KPI)
- One (1) alert template configured by Kyriba.
- Customer will be trained on how to set up additional rules and templates. Customer can create additional as required.
  - Kyriba is not responsible for any payments that are not subject to the rules created outside the standard scope that was defined by the client.

#### **KYRIBA CONTROL CENTER**

Control Center provides insight file exchanged between Kyriba and the ERP system, and bank communication status, errors, and acknowledgements. Kyriba Control Center provides customers the oversight over files exchanged between Kyriba, ERPs, and banks ensuring better control over treasury processes.

Kyriba will configure the control center.

Professional Services Fees

Contract Type: Fixed Fee.

All services described in this Change Order must be used within twelve (12) months from date of signature to avoid expiration.