

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CFOPD-19-C-047	Page of Pages 1 1 + Change Orders
2. Amendment/Modification Number Modification 19	3. Effective Date See Box 16C 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 th Street, S.W. Suite E620 Washington, D.C. 20024 202-442-7012 - main		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 Corporation 4435 Eastgate Mall, Suite 200 San Diego, CA 92121-1980 Ashlee B. Hartman – Executive Director 919-601-3845 ahartman@kyriba.com		9A. Amendment of Solicitation No.	9B. Dated (See Item 11)
Code	Facility	X 10A. Modification of Contract/Order No. CFOPD-19-C-047	10B. Dated (See Item 13) June 28, 2019
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			
X	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)		
E. IMPORTANT: 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.) The District intends to achieve the following with Modification 19: The following Change Orders below are hereby incorporated into the contract by reference. 1. Change Order: Saas Services 2. Change Order: Consulting Services All other terms and conditions shall remain unchanged.			
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.			
15A. Name and Title of Signer (Type or print) Matilde 'Bianca' H Veiga-Yvert		16A. Name of Contracting Officer Dorothy Whisler Fortune, Esq., CPPO, Drakus Wiggins, CPPB, CPPO or Anthony A. Stover, CPPO	
15B. Name of Contractor DocuSigned by: Matilde 'Bianca' H Veiga-Yvert (Signature of person authorized to sign) D8ED30A320F9476...	15C. Date Signed July 7, 2023	16B. District of Columbia Drakus Wiggins (Signature of Contracting Officer)	16C. Date Signed 07/07/2023

Change Order: SaaS Services

Government of District of Columbia (Office of Finance and Treasury)

Company		Billing Information	
Company Name	Government of District of Columbia (Office of Finance and Treasury)	Billing Company	Government of District of Columbia (Office of Finance and Treasury)
Address	1101 4th St SW Ste 800, Washington, DC, 20024-4461	Billing Address	Office of the Chief Financial Officer Office of Finance and Treasury, Washington, DC, 20024-4461
Legal Representative	Carmen Pigler	Contact Name	Carmen Pigler
Phone	(202) 727-7209	Phone	(202) 727-7209
Email	carmen.pigler@dc.gov	Email	carmen.pigler@dc.gov

1. ADDITIONAL SaaS SERVICES SUMMARY

USERS AND MODULES SERVICES

Payment Management	Unit	Quantity
PC03-0015 Sanction List Screening by Fircosoft (up to 30,000 payments)	Payment(s)	1

Options	Unit	Quantity
PC08-0012 Premium Support	Option	-1
PC08-0018 Platinum Support	Option	1

Fraud Management	Unit	Quantity
PC09-0001 Fraud Detection	Module	-1
PC09-0002 Fraud Screen data volume	x 2000 data	-208
PC09-0003 Fraud Primary Users	User(s)	-10
PC09-0004 Fraud Secondary Users	User(s)	-10
PC09-0007 Payment anomaly detection powered by AI	Module	-1

Annual Application fees	USD	-24,714.00
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Summary

Annual Application fee	USD -24,714.00
Annual Connectivity fee	USD 0.00

Annual recurring fees	USD -24,714.00
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The price of the services mentioned above are exclusive of all applicable taxes or duties.

2. EFFECTIVE DATES & TERM

2.1 Change Order Effective Date is the date of the Customer signature.

2.2 RESERVED

2.3 Term: This Change Order term is coterminous with the Agreement the parties previously entered into on for the provision of SaaS Services as referenced or included in the previous Order Schedule.

3. FINANCIAL TERMS

3.1. Billing Proration of Change Order: The initial invoice for SaaS Services Fees ordered pursuant to this Change Order is prorated to reflect the period starting on the Subscription Start Date through the next billing anniversary date. Thereafter, all SaaS services will be charged on the applicable billing anniversary date.

4. Terms for payment anomaly detection powered by AI

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

- a) it should not rely solely upon the reports provided by Fraud Management module when determining whether a payment is legitimate, and it should conduct its own investigations into any payment activity that it deems suspicious;
- b) it should conduct its own fraud screening program and implement its own fraud preventions controls;
- c) Kyriba cannot guarantee that Fraud Management module will identify all instances of payment fraud or any other payment irregularities;
- d) the Fraud Management module utilizes, among other things, payments related data supplied by Customer in connection with its use of the Kyriba platform; and
- e) Kyriba makes no warranty or representation about and disclaims all liability for the accuracy, timeliness or effectiveness of any reports, alerts or other information derived from, or issued in connection with, the Fraud Management module.

5. Terms of Execution

This Change Order is governed by the terms and conditions of the Contract No. CFOPD-19-C- 047 the parties previously entered into on 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 representatives, all as of the Effective Date.

For Customer

07/07/2023

Date

Drakus Wiggins

First and Last Name

Contracting Officer

Title

Drakus Wiggins

Signature

For Kyriba Corp.

July 7, 2023

Date

Matilde 'Bianca' H Veiga-Yvert

First and Last Name

VP Global Accounting

Title
DocuSigned by:

Matilde 'Bianca' H Veiga-Yvert

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Signature

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

06-20-2023

Company		Billing Information	
Company Name	Government of District of Columbia (Office of Finance and Treasury)	Billing Company	Government of District of Columbia (Office of Finance and Treasury)
Address	1101 4th St SW Ste 800, Washington, DC, 20024-4461	Billing Address	Office of the Chief Financial Officer Office of Finance and Treasury, Washington, DC, 20024-4461
Legal Representative	Carmen Pigler	Contact Name	Carmen Pigler
Phone	(202) 727-7209	Phone	(202) 727-7209
Email	carmen.pigler@dc.gov	Email	carmen.pigler@dc.gov

1. ADDITIONAL CONSULTING SERVICES SUMMARY

The additional Consulting Services are the following:

Milestone	Percent	Amount
Signature	100 %	USD 23,500.00
Total		23,500.00

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 the Contract No. CFOPD-19-C- 047 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 Customer

07/07/2023

Date

Drakus Wiggins

First and Last Name

Contracting Officer

Title

Drakus Wiggins

Signature

For Kyriba Corp.

July 7, 2023

Date

Matilde 'Bianca' H Veiga-Yvert

First and Last Name

VP Global Accounting

Title

DocuSigned by:
Matilde 'Bianca' H Veiga-Yvert

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Signature

Purchase Order Information

Purchase Order required: Yes / No

Purchase Order Number

Accounts Payable Contact Name

Purchase Order Amount

Accounts Payable Contact Email

Customer Name: Government of District of Columbia (Office of Finance and Treasury)

Customer has purchased the Value Added Services (VAS) Professional Services (PS) consulting hours package. With VAS hours, the Customer may reach out directly to the Kyriba Professional Services team to request consulting engagements to assist them on various initiatives which are indicated below. Customer has purchased 100 consulting hours.

The process to request these hours once the change order has been signed is:

- Customer to send an email to VAS_Americas@kyriba.com
- In the email, the Customer should include the details of the request for the consulting services they require
- Professional Services team will review the request and provide the following information:
 - PS will acknowledge Customer requests within 24 hours and provide Customer with estimated effort hours. Customers will need to approve the effort hours.
 - PS will confirm assignment of a resource within 72 hours of Customer acceptance to proceed with the work. Best efforts will be made to accommodate sooner.
 - If there is an additional commercial license needed (i.e. purchasing a new bank connection or purchasing a module), PS will inform the Customer's Account Manager
 - If the issue falls under the standard support agreement (i.e. Production issues, existing connection issues etc.), PS will inform the Customer to work with the Kyriba Support team
- VAS hours can be used for the following consulting engagements:
 - Configuration and testing of new modules or new application functions
 - Configuration of new bank connections for reporting and/or payments
 - Testing new payment scenarios or assistance with adding new payment scenarios for existing banks; Customer will provide the payment matrix they wish to implement
 - Bank server migrations or bank technical update requests that impact Kyriba
 - Setting up new interfaces/integrations to ERP and other Customer applications
 - Training of new users or training of existing users
 - Assistance with new report creation or optimizing previously created reports
 - Configuration changes of existing modules due to new requirements or business optimization initiatives
 - Optimization review or training of current configuration, workflow or live modules
- VAS hours do not cover the following scope:
 - Production issues for live customers which are managed by the Kyriba Customer Support team
 - Customer should refer to the Customer Support agreement in the Terms and Conditions for Online Cloud Services
 - Application and technical issues with bank connections
 - Troubleshooting issues on live modules and existing connections
 - Scoping product enhancements

Fixed Fee contract type. All services described in this Change Order must be requested within twelve (12) months from date of signature to avoid expiration. All services requested within the twelve (12) months will be delivered within the term of the Agreement. Any hours not used will expire and a new Change Order will be required. Hours do not roll-over once past the expiration date. Kyriba may subcontract work to a certified implementation partner and will inform Customer if this is required. Kyriba will be responsible for partner delivery.