

|                                                             |                                      |                                       |
|-------------------------------------------------------------|--------------------------------------|---------------------------------------|
| <b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b> | 1. Contract Number<br>CFOPD-19-C-047 | Page of Pages<br>1   1 + Attachment A |
|-------------------------------------------------------------|--------------------------------------|---------------------------------------|

|                                                            |                                               |                                                        |                                                              |
|------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------|
| 2. Amendment/Modification Number<br><b>Modification 21</b> | 3. Effective Date<br><b>See Box 16C below</b> | 4. Requisition/Purchase Request No.<br><b>RK268844</b> | 5. Solicitation Caption<br><b>Treasury Management System</b> |
|------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------|

|                                                                                                                                                                                |                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. Issued by:<br>Office of the Chief Financial Officer<br>Office of Contracts<br>1100 4 <sup>th</sup> Street, S.W. Suite E620<br>Washington, D.C. 20024<br>202-442-7012 - main | 7. Administered by (If other than line 6)<br>Office of the Chief Financial Officer<br>Office of Finance and Treasury<br>1101 4th Street, SW - Suite 850 West<br>Washington, DC 20024<br>Office - 202-727-2469 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8. Name and Address of Contractor (No. street, city, county, state and zip code)<br><br>Kyriba Corporation<br>4435 Eastgate Mall, Suite 200<br>San Diego, CA 92121-1980<br>Ashlee B. Hartman – Executive Director<br>919-601-3845<br><a href="mailto:ahartman@kyriba.com">ahartman@kyriba.com</a> | 9A. Amendment of Solicitation No.<br>9B. Dated (See Item 11)<br>10A. Modification of Contract/Order No.<br><b>X</b> <b>CFOPD-19-C-047</b><br>10B. Dated (See Item 13)<br><b>June 28, 2019</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  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 3601.2(c) 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  is not  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 21:

A. The following price schedule is hereby inserted into the Contract as Section B.4.7 – Extension Period:

| Contract Line Item No. (CLIN) | ITEM DESCRIPTION                                                                      | TOTAL PRICE         |
|-------------------------------|---------------------------------------------------------------------------------------|---------------------|
| 501                           | TMS Licenses (Annual Application Fee)                                                 | \$356,843.16        |
| 502                           | TMS Hosting, Maintenance, and Support (Annual Connectivity Fee)                       | \$110,315.52        |
| 515                           | VAS (Value Added Services) Package – up to 100 hours (Additional Consulting Services) | \$23,500.00         |
| 509                           | Additional Coordination of Third-Party Consulting Group (Estimated Total Price)       | \$71,400.00         |
|                               | <b>TOTAL</b>                                                                          | <b>\$562,058.68</b> |

B. Pursuant to Section I.8 – Changes, the District hereby extends the Contract for a 12-month period of June 28, 2024 through June 27, 2025. The funding for this period is in the Not to Exceed amount of \$562,058.68. The cumulative value of the contract is hereby increased by \$562,058.68 to an increased and corrected amount Not to Exceed \$3,167,057.30.

C. The following Renewal Schedule: SaaS Services and Change Order: Consulting Services enclosed below are hereby incorporated into the contract by reference.

D. All other Terms and Conditions remain the same.

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)<br><b>Adam Drew CFO</b>                                                                                       | 16A. Name of Contracting Officer<br><br>Dorothy Whisler Fortune, Esq., CPPO, Drakus Wiggins, CPPB, CPPO or Anthony A. Stover, CPPO |
| 15B. Name of Contractor<br>DocuSigned by:<br><br>authorized to sign      | 15C. Date Signed<br><b>May 15, 2024</b>                                                                                            |
| 16B. District of Columbia<br><br><br>(Signature of Contracting Officer) | 16C. Date Signed<br><b>05/15/2024</b>                                                                                              |



# Renewal Schedule: 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)                              |
| Shipping 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 |                                                                     | Contact Name        |                                                                                                  |
| Phone                |                                                                     | Phone               |                                                                                                  |
| Email                |                                                                     | Email               |                                                                                                  |

### Purchase Order Information

We strive to provide the best service to you! Please be sure to provide the purchase order information to prevent any delays. If you have any questions or concerns, please email [accounts.receivable@kyriba.com](mailto:accounts.receivable@kyriba.com). Thank you!

Purchase Order Required: Yes  No

Purchase Order Number: \_\_\_\_\_

Purchase Order Amount: \_\_\_\_\_

Accounts Payable Contact Name: \_\_\_\_\_



Accounts Payable Contact Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

## 1. RENEWAL EFFECTIVE DATE & TERM

This Renewal Schedule is governed by the terms and conditions of the Contract No. CFOPD-19-C-047 (“The Agreement”) the parties previously entered into for the provision of SaaS Services. 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 Renewal Schedule, the terms of the Agreement shall remain in full force and effect. The parties hereto acknowledge having read this Renewal Schedule and agree to be bound by its terms.

The parties agree to extend the agreement for a period of twelve (12) months from the expiration of the current or previous term, as applicable.

## 2. SUMMARY OF SaaS SERVICES DESCRIPTION

During the renewal term, Customer shall subscribe to the following SaaS Services

### USERS AND MODULES SERVICES

| Cash And Liquidity Management                | Unit    | Quantity |
|----------------------------------------------|---------|----------|
| PC01-0001 Cash Management And Forecasting    | Module  | 1        |
| PC01-0003 Cash Accounting                    | Module  | 1        |
| PC01-0005 Cash and Liquidity Primary Users   | User(s) | 8        |
| PC01-0006 Cash and Liquidity Secondary Users | User(s) | 12       |
| PC01-0008 Advanced Forecasting               | Module  | 1        |
| PC01-0013 Cash Analytics                     | Module  | 1        |
| PC01-0014 Cash and Liquidity Analytics User  | User(s) | 10       |



| Bank Relationship Management                | Unit    | Quantity |
|---------------------------------------------|---------|----------|
| PC02-0001 Bank Account Management           | Module  | 1        |
| PC02-0002 Bank Fee Analysis                 | Module  | 1        |
| PC02-0003 Bank Relationship Primary Users   | User(s) | 8        |
| PC02-0004 Bank Relationship Secondary Users | User(s) | 12       |

  

| Payment Management                | Unit    | Quantity |
|-----------------------------------|---------|----------|
| PC03-0001 Payments                | Module  | 1        |
| PC03-0002 Payment Factory         | Module  | 1        |
| PC03-0003 Direct Debit            | Module  | 1        |
| PC03-0008 Payment Primary Users   | User(s) | 18       |
| PC03-0009 Payment Secondary Users | User(s) | 22       |
| PC03-0017 Payments Analytics      | Module  | 1        |
| PC03-0018 Payments Analytics User | User(s) | 10       |

  

| Financial Transactions                           | Unit    | Quantity |
|--------------------------------------------------|---------|----------|
| PC04-0001 Debt Position Keeping                  | Module  | 1        |
| PC04-0003 Investments Position Keeping           | Module  | 1        |
| PC04-0005 Financial Transactions Primary Users   | User(s) | 8        |
| PC04-0006 Financial Transactions Secondary Users | User(s) | 12       |
| PC05-0003 Investments Valuation                  | Module  | 1        |
| PC05-0008 Debt Financial Accounting              | Module  | 1        |
| PC05-0010 Investments Financial Accounting       | Module  | 1        |



| Options                               | Unit    | Quantity              |
|---------------------------------------|---------|-----------------------|
| PC08-0005 Control Center              | User(s) | 1                     |
| PC08-0010 Multi-Factor Authentication | User(s) | 1                     |
| PC08-0013 Sandbox                     | Option  | 1                     |
| PC08-0017 Enterprise SSO              | Module  | 1                     |
| PC08-0018 Platinum Support            | Option  | 1                     |
| PC08-0019 Bank Statement Forwarding   | Module  | 1                     |
| PC08-0026 Premium Security Services   | Option  | 1                     |
| PC08-0028 Compliance Analytics        | Module  | 5                     |
| <b>Annual Application fees</b>        |         | <b>USD 356,843.16</b> |

## CONNECTIVITY SERVICES

| Connectivity                            | Unit       | Quantity |
|-----------------------------------------|------------|----------|
| PC07-0001 Bank Reporting - Concentrator | Account(s) | 14       |
| PC07-0003 Standard Bank Reporting       | Bank(s)    | 16       |
| PC07-0004 Standard Bank Payments        | Bank(s)    | 3        |

| Transaction Usage                  | Unit                  | Quantity |
|------------------------------------|-----------------------|----------|
| PC10-0001 Bank Reporting Volumes   | x 10,000 transactions | 1        |
| PC10-0002 ERP Transactions Volumes | x 10,000 transactions | 1        |
| PC10-0003 Payment Volumes          | x 2,000 transactions  | 208      |

|                                 |  |                       |
|---------------------------------|--|-----------------------|
| <b>Annual Connectivity fees</b> |  | <b>USD 110,315.52</b> |
|---------------------------------|--|-----------------------|



## Summary

|  |                                |                       |
|--|--------------------------------|-----------------------|
|  | <b>Annual Application fee</b>  | <b>USD 356,843.16</b> |
|  | <b>Annual Connectivity fee</b> | <b>USD 110,315.52</b> |
|  | <b>Annual recurring fees</b>   | <b>USD 467,158.68</b> |

Pricing as outlined above is based on a bundle of the users, modules and connectivity services which are purchased simultaneously. The price of the services mentioned above are exclusive of all applicable taxes or duties. Changes to decrease the number of users, modules or connectivity services may not be made during the then-current term. Notwithstanding anything to the contrary in the Agreement, the pricing and table above replaces and supersedes the SaaS Services previously ordered.

### 3. Kyriba Analytics

In the event Customer subscribes to any BI module, Customer (i) agrees that it has no independent licenses with Kyriba's vendors and licensors and Kyriba's vendors and licensors shall not have any responsibility or liability to Customer, (ii) shall not use the BI module independently from the SaaS Services or in any manner other than as an integrated offering within the SaaS Services, and (iii) is prohibited from using, integrating or accessing through the SaaS Services any data structures other than benchmark data or market reference data that is directly related to the CFO, finance and/or corporate treasury function of the SaaS Services.

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



**For Customer**

05/15/2024

Date

Drakus Wiggins

First and Last Name

Contracting Officer

Title

*Drakus Wiggins*  
Signature

**For Kyriba Corp.**

May 15, 2024

Date

Adam Drew

First and Last Name

CFO

Title

DocuSigned by:

43AAF550695B4A3...

Signature

Approved  
By  
Global DE  
*Lindsay Burwell*  
3:20 pm, May 13, 2024



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

05-07-2024

## Company

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

## Shipping Address

1101 4th St SW Ste 800,  
Washington,  
DC,  
20024-4461

## Legal Representative

## Phone

## Email

## 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

## Phone

## Email



## 1. ADDITIONAL CONSULTING SERVICES SUMMARY

The additional Consulting Services are the following:

| Milestone    | Percent | Amount           |
|--------------|---------|------------------|
| Signature    | 100 %   | USD 23,500.00    |
| <b>Total</b> |         | <b>23,500.00</b> |

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

In the event Customer enters into a change order for additional hours, Customer shall be invoiced for those additional hours at Kyriba's then-current rate for such services.

## 2. Terms of Execution

This Order Schedule is governed by the terms and conditions of the Agreement the parties previously entered into. 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 Order Schedule, the terms of the Agreement shall remain in full force and effect. The parties hereto acknowledge having read this Order Schedule and agree to be bound by its terms.

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



**For Customer**

05/15/2024

Date

Drakus Wiggins

First and Last Name

Contracting Officer

Title

*Drakus Wiggins*

Signature

**For Kyriba Corp.**

May 15, 2024

Date

Adam Drew

First and Last Name

CFO

Title

DocuSigned by:

43AAF550695B4A3...

Signature



May 7, 2024, 5:04 PM CEST

**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](mailto: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 the term of the Agreement to avoid expiration. All services requested 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, pursuant to the Agreement, to a certified implementation partner and will inform Customer if this is required. Kyriba will be responsible for partner delivery.