1.0					1. Contract I	Number	Page of	Pages			
AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				СТ	CFOPD-19)-C-047	1	6			
2. Amendment/Modification Number	3. Effective	Date		4. F	Requisit	ion/Pur	rchase Re	quest No.	5. Solicitation	•	
Mod 06	Sec. 16.0	halaw							Treasury Ma System	nagemer	nt
6. Issued by:	See 16 C	Code		L	7 Admi	inistere	ed by (If ot	her than line 6	•		
		L					• •	inancial Offic	·		
Office of the Chief Financial Off	icer							ind Treasury			
Office of Contracts									West, Washing	gton, DC	
1100 4th Street, S.W. Suite E61	0			20024							
Washington, D.C. 20024					Office	e: 202.	.727.246	9			
8. Name and Address of Contractor (No	. street, city, co	unty, state	and zipco	ode)		6	9A. Ameno	dment of Solic	itation No.		
Kyriba Corp.				,							
4435 Eastgate Mall, Suite 200						ç	9B. Dated	(See Item 11))		
San Diego, CA 92121						1	10A. Modi	fication of Con	ntract/Order No.		
Ashlee B. Hartman					2	X	CFOPD-1	0 0 047			
Phone: +1-919-601-3845							CFOFD-	19-0-047			
Email: ahartman@kyriba.com								d (See Item 13	2)		
Code	Facili	y					June 28, 2		5)		
1	1. THIS ITEM	ONLY APP	PLIES TO	AME	ENDME	NTS O	F SOLICI	TATIONS			
The above numbered solicitation is an	nended as set f	orth in item	14. The h	nour a	and date	specifie	ed for rece	ipt of Offers	is extended.	is not	
extended. Offers must acknowledge receipt of this ar	mendment prior	to the hour	and date	snec	ified in t	the solic	ritation or a	as amended by	, one of the follow	vina metho	ds.
(a) By completing Items 8 and 15, and ret	urning	copies	of the am	endm	nent: (b)	By ack	nowledging	g receipt of this	amendment on		
offer submitted; or (c) BY separate letter of ACKNOWLEDGMENT TO BE RECEIVED										ATE SPEC	IFIED
MAY RESULT IN REJECTION OF YOUR	OFFER. If by v	irtue of this	amendme	ent yo	ou desire	e to cha	ange an offe	er already subr	nitted, such may	be made b	y 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											
A. This change order is issued pursuant to (Specify Authority): Section I.8 of the Contract											
X 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 Lia not 🛛 🖾 is required to sign this document and return 1 copy to the issuing office.											
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter											
where feasible.)											
A. Pursuant to Section I.8 of	A. Pursuant to Section I.8 of the Contract the purpose of this contract Modification is to:										
1. Delete section G.3 In	voice Submit	tal and re	place wi	ith Se	ection (G.3 as	s per Atta	chment A.			
2. Delete the price sche								Sections B.	4.2-B.4.5 as p	er the	
	Attachment B to incorporate the Premium Security Support CLIN 507. 3. Add funding in the total amount of \$25,200 to the Base Year of the Contract. The new total amount for the Base Year is										
\$506,612.48.											
4. Add the requirements as specified in the Change Order documents attached (pages 6-8).											
B. 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) 16A. Name of Contracting Officer											
Hamza Benamar CFO	Hamza Benamar CFO Drakus Wiggins										
15B. Name of Contractor	15C	. Date Sigr			District c		mbia			16C. Date	Signed
DocuSigned by:	12	/3/2020									
Ham Ba (Strature an authorized		5,2020						(Signature of Cor	ntracting Officer)		
7044F45F2D8B4DF											

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Attachment A

Section G.3 INVOICE SUBMITTAL is hereby deleted and replaced with:

G.3 INVOICE SUBMITTAL

G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <u>https://vendorportal.dc.gov</u>.

G.3.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.3.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.3.4 The proper invoice shall also indicate the applied credit for the invoice period, in the amount of zero or more, received by the Contractor from a District third-party contractor. The invoiced amount shall be less the applicable credit amount.

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Attachment B

Revised SECTION B.4.2-B.4.5

B.4 **PRICE SCHEDULE**

B.4.2 OPTION YEAR 1

CLIN	Item Description	Total Price	4 Months 6/28/20 - 10/27/20	8 Months 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
	AP Payment Hub (Annual SaaS Fee)	\$89,582.40	\$29,860.80	\$59,721.60
	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
	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
507	Premium Security Services	\$25,200		
Total for B.4.2		\$506,612.48	\$236,477.49	\$244,934.99

B.4.3 OPTION YEAR 2

CLIN	Item Description	Total Price
201	TMS Licenses	\$173,036.08

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202	TMS Hosting, Maintenance, and Support	\$0
203	Sandbox Environment - SaaS Annual Fee	\$8,160.00
207	Bank Statement Forwarding - SaaS Annual Fee	\$8,160.00
501A	AP Payment Hub (Annual SaaS Fee)	\$89,582.40
502A	Payments Screening (Annual SaaS Fee)	\$39,000.00
503A	Fraud Module (Annual SaaS Fee)	\$49,464.00
504A	Additional Payment Primary Users (Lot)	\$10,200.00
505A	Additional Payment Secondary Users (Lot)	\$5,010.00
506A	Premium Support (Annually)	\$20,400.00
507	Premium Security Services	\$48,000
Total for B.4.3		\$451,012.48

B.4.4 OPTION YEAR 3

CLIN	Item Description	Total Price
301	TMS Licenses	\$173,036.08
302	TMS Hosting, Maintenance, and Support	\$0
303	Sandbox Environment - SaaS Annual Fee	\$8,160.00
307	Bank Statement Forwarding - SaaS Annual Fee	\$8,160.00
501A	AP Payment Hub (Annual SaaS Fee)	\$89,582.40
502A	Payments Screening (Annual SaaS Fee)	
503A	Fraud Module (Annual SaaS Fee)	
504A	Additional Payment Primary Users (Lot) \$1	
505A	Additional Payment Secondary Users (Lot)	\$5,010.00
506A	Premium Support (Annually)	\$20,400.00
507	Premium Security Services	\$48,000
Total for B.4.4		\$451,012.48

B.4.5 OPTION YEAR 4

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CLIN	Item Description	Total Price	
401	TMS Licenses	\$173,036.08	
402	TMS Hosting, Maintenance, and Support	\$0	
403	Sandbox Environment - SaaS Annual Fee	\$8,160.00	
407	Bank Statement Forwarding - SaaS Annual Fee	\$8,160.00	
501A	AP Payment Hub (Annual SaaS Fee)	\$89,582.40	
502A	Payments Screening (Annual SaaS Fee)		
503A	Fraud Module (Annual SaaS Fee) \$		
504A	Additional Payment Primary Users (Lot)	\$10,200.00	
505A	Additional Payment Secondary Users (Lot)	\$5,010.00	
506A	Premium Support (Annually)	\$20,400.00	
	Premium Security Services	\$48,000	
Total for B.4.5		\$451,012.48	

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

Company Government of District of Columbia Government of District of Columbia Company Billing (Office of Finance and Treasury) (Office of Finance and Treasury) Name Company Office of the Chief Financial Officer Office of the Chief Financial Officer Address Billing 1101 4th St SW Ste 800, Address Office of Finance and Treasury, Washington, DC2 0024-4461 Washington, DC 20024-4461 Contact Legal Representative Sarah Jacobus Name Sarah Jacobus Phone Phone (202) 442-6318 (202) 442-6318 Email sarah.jacobus@dc.gov Email sarah.jacobus@dc.gov

12-02-2020

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ADDITIONAL SAAS SERVICES SUMMARY

The additional subscribed SaaS Services are the following:

USERS AND MODULES SERVICES			
Options	Unit	Quantity	
PCo8-oo26 Premium Security Services	Option		1
		Monthly Application fees USD	4,000.00
Summary			
		Monthly Application fees	USD 4,000.00
		Monthly recurring fees	USD 4,000.00

Notwithstanding the pricing totals set forth in the tables above, the fee for the period between the effective date of this Change Order and June 27, 2021 shall equal \$25,200.00. Beginning on June 28, 2021 and annually thereafter, pricing shall be invoiced in accordance with the totals set forth in the tables above, adjusted as necessary to reflect any additional purchases made by Customer during the Term and the provisions of the Agreement. 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.

TERMS OF EXECUTION

This Change Order 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 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.

[Signature page follows]

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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.
	12/3/2020
Date	Date
	Hamza Benamar
First and Last Name	First and Last Name
	CFO
Title	Title
	DocuSigned by:
Signature	Hamza Bunamar Signətillef 45F2D8B4DF