



DATE: August 10, 2026

TO: Alderman Kevin Frost, Chair
Members of the Finance and Personnel Committee

FROM: Sarah Leys, Community & Economic Development Director

RE: Award of Contract: Permit and Code Enforcement Software (RFP No.: 226-CD-020)

CONTRACT DETAILS

Proposals Opened: 2/10/2026

Product/Service/Project: *Permit and Code Enforcement Software*

Vendor: *GovPilot - Brick, NJ*

Contract Amount: \$305,320 in year one (\$93,320 for implementation, migration and integrations) and \$212,000 annually in years two and three.

Contract Duration: *Three year with two possible one-year extensions with a 5% increase in fees during the extension years.*

Funding Source: *Information Technology and Integration Fund*

NARRATIVE

The City of Rockford received proposals from qualified vendors for a modern, cloud-based permitting system to replace its existing Infor platform. The intent is to streamline permitting and regulatory processes, improve coordination across departments, and enhance services for residents, contractors, and staff. The City seeks a secure, scalable, and fully integrated platform that supports the complete permitting lifecycle while providing key capabilities such as public self-service, GIS integration, workflow automation, mobile inspections, dynamic fee calculations, reporting, and comprehensive implementation and support.

Evaluations based on seven categories including product fit and functionality, vendor experience and qualifications, system usability and cost narrowed the field down to four vendors. Software demonstrations were scheduled with each of the four vendors to evaluate general workflow configurations, available modules, and system usability. Focused demonstrations on permitting and inspections, plan review, code enforcement, and asset management were completed.

GovPilot offered a streamlined dashboard with easy to manage workloads and an interactive map view that allows internal and public data display. The software also provides dedicated, configurable reports per module and an easy-to-use citizen portal. A live support team is available 8-5 via phone, email, or in software chat. Additionally, included is multi-factor authentication which is critical to maximizing our system security. While there will be overlap in costs for 6-9 months, the cost of this software will be cost neutral over the life of the contract and potentially produce a savings long-run.

Staff recommends awarding a contract for permit and code enforcement software to GovPilot of Brick, NJ.

RESOLUTION
of the
CITY COUNCIL OF THE CITY OF ROCKFORD, ILLINOIS
SUBMITTED BY: FINANCE AND PERSONNEL COMMITTEE

RESOLUTION AWARDING CONTRACT FOR PERMIT AND CODE ENFORCEMENT SOFTWARE

WHEREAS, the Code of Ordinances for the City of Rockford, Illinois, provides as in Chapter 4, Article VI, Division 4, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$25,000, shall be based on competitive solicitation and awarded by the City Council; and,

WHEREAS, competitive proposals were received for the City of Rockford for the following:

PERMIT AND CODE ENFORCEMENT SOFTWARE

WHEREAS, the Finance and Personnel Committee of the City Council for the City of Rockford, Illinois has reviewed the proposals received for the aforementioned item(s) and recommends awarding the proposals as follows:

Vendor: GOVPILOT - BRICK, NJ
Amount: \$305,320 IN YEAR ONE (\$93,320 FOR IMPLEMENTATION, MIGRATION AND INTEGRATIONS) AND \$212,000 ANNUALLY IN YEARS TWO AND THREE.

WHEREAS, the Finance and Personnel Committee has determined that the funding for the aforementioned purchase shall be as follows:

INFORMATION TECHNOLOGY AND INTEGRATION FUND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, Illinois that the Mayor execute an agreement with GOVPILOT, of BRICK, NJ for PERMIT AND CODE ENFORCEMENT SOFTWARE in the amount of \$305,320 in year one (\$93,320 for implementation, migration and integrations) and \$212,000 annually in years two and three, subject to the specifications in the invitation to RFP.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption and the Legal Director is hereby authorized to prepare and deliver certified copies of this Resolution to the Central Services Manager.

The above and foregoing Resolution was adopted by the City Council of the City of Rockford, Illinois, this _____ day of _____, 2026.

ATTEST:

Thomas P. McNamara, Mayor
City of Rockford, Illinois

Angela L. Hammer, Legal Director and Ex-Officio
Keeper of the Records and Seal
City of Rockford, Illinois

Rockford, Illinois

Date: August 10, 2026

RECOMMENDATION FOR RESOLUTION

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance and Personnel having received a request hereby begs leave to report recommending **approval** of the agreement with GOVPILOT, of BRICK, NJ for PERMIT AND CODE ENFORCEMENT SOFTWARE in the amount of \$305,320 in year one (\$93,320 for implementation, migration and integrations) and \$212,000 annually in years two and three. The Legal Director shall prepare the appropriate resolution.

Kevin Frost (Chair)

Chad Tuneberg (Vice Chair)

Frank Beach

Dawn Granath

Jaime Salgado

Committee Action Taken:

Frost:	Ayes:___	Nays:___	Absent:___
Tuneberg:	Ayes:___	Nays:___	Absent:___
Beach:	Ayes:___	Nays:___	Absent:___
Granath:	Ayes:___	Nays:___	Absent:___
Salgado:	Ayes:___	Nays:___	Absent:___



MASTER SERVICES AGREEMENT COVER PAGE

The attached documents describe the relationship between **GovPilot, LLC dba Spatial Data Logic and its subsidiaries and affiliates**, ("**GovPilot**") and the "**Customer**" identified below (each a "**Party**", collectively the "**Parties**"). The documents attached to this "**Cover Page**" consist of the General Terms and Conditions ("**General Terms**"), which describe and set forth the general legal terms governing the relationship, and includes at least one (1) or more addenda (each an "**Addendum**", collectively the "**Addenda**") executed by both Parties describing and setting forth additional covenants between the Parties (collectively, the "**Agreement**"). This Agreement enters into effect as of the date set forth below or, in the alternative if no date is indicated, as of the date of the latter signature in the block below ("**Effective Date**").

EFFECTIVE DATE OF THIS AGREEMENT:	
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CUSTOMER INFORMATION:
Customer: City of Rockford, Illinois Address: _____ Principal Contact Person: _____ Title: _____ Phone: _____ Email Address: _____ Billing Contact: _____ Title: _____ Phone: _____ Email Address: _____

EXECUTION BY THE PARTIES:
Authorization and Appropriation. Customer is the City of Rockford, Illinois, a non-home rule municipality. This Agreement is entered into pursuant to, and is subject to and conditioned upon, (i) authorization by the City Council of the City of Rockford by ordinance or resolution adopted at an open meeting by a recorded roll-call vote of a majority of all members then holding office, and (ii) the prior appropriation of sufficient funds for each fiscal year in which amounts become due, as required by the Illinois Municipal Code, 65 ILCS 5/8-1-7. No officer, employee, or representative of Customer has authority to bind Customer absent such authorization. The Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date set forth above.

Effective Date.	
Customer: By (Signature): Name (Printed): Title: Date:	GovPilot By (Signature): Name (Printed): Ryan James Title: CSO Date:

Execution of this Agreement by both Parties shall also constitute execution of the attached Work Statement (Rockford Permit & Code Enforcement Software Work Statement), which shall become effective as of the Effective Date set forth above, satisfying the separate-execution requirement referenced in Section 2.7 of the General Terms.

GOVPILOT, LLC
GENERAL TERMS AND CONDITIONS

1. **SCOPE.** Subject to the terms of this Agreement, Customer may use or receive the GovPilot Software and Services (defined below) selected by Customer as identified in order forms executed in writing by both parties or entered into by Customer on-line through GovPilot's website (each, an "Order"), each of which is hereby incorporated by reference into and made part of the Agreement. Additional and supplemental terms will be executed in the form of an Addendum. Notwithstanding anything to the contrary, no Order, Addendum, Work Statement, renewal, or amendment that creates a financial obligation of Customer shall be binding on Customer unless it has been authorized by the City Council of the City of Rockford as required by applicable law. In the event of any conflict, an Addendum shall control over the General Terms, and the General Terms and applicable Addendum shall control over any Order.
2. **DEFINITIONS, PRODUCTS AND SERVICES.**

2.1. **Definitions.** Certain capitalized terms used in this Agreement, not otherwise defined, shall have the meanings set forth or cross-referenced below.

"Aggregated Data" refers to any technical, statistical or analytical data gathered or generated directly by use of the GovPilot Software, and which GovPilot collects, gathers and aggregates periodically as part of its services and the use of the GovPilot Software. GovPilot (its affiliates, licensors, partners and designated agents) may use this information for its own purposes, including to create, monitor and improve its products and services or to provide customized services or technologies to their customers. GovPilot collects and uses Aggregated Data in accordance with its privacy policies. As between GovPilot and Customer, Aggregated Data (i) is owned by GovPilot; (ii) is the Confidential Information of GovPilot; and (iii) does not include Customer Data.

"Authorized System" means all computer systems, storage devices and networks owned, operated or under the supervision and control of Customer.

"Available" means that Users are able to access and use the GovPilot Hosting and its material functionality.

"Confidential Information" means all written, digital, or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, the GovPilot Software and the Documentation shall be considered GovPilot's Confidential Information. Notwithstanding anything to the contrary, information that Customer is required to disclose under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., or the Local Records Act, 50 ILCS 205/1 et seq., shall not be deemed Confidential Information to the extent of such required disclosure, and nothing in this Agreement limits Customer's compliance with those Acts.

"Customer Data" means all data, information, records, and other content, including any information, archives, permits, licenses, or public records, that are provided, uploaded, transmitted, or otherwise submitted by Customer or its Users into the GovPilot Software. Customer Data is and remains the sole property of Customer and is the Confidential Information of Customer.

"Documentation" means GovPilot's then current standard user manuals, specifications, and/or product related documentation generally made available to customers of GovPilot, in printed or electronic format, and any updates thereto.

“Eligible Customer Personnel” means any User identified in writing by Customer to GovPilot and designated for the purpose of receiving Technical Support. Eligible Customer Personnel shall have completed any training and certification requirements for use and support of the GovPilot Software as designated by GovPilot.

“Error” will mean any material, reproducible nonconformity of the GovPilot Software with the Documentation, excluding non-material issues and issues caused by Customer Data, third-party systems, or use of the GovPilot Software other than in accordance with the Documentation.

“GovPilot Desktop” refers to the executable, object code version of GovPilot Software that is licensed for installation on Authorized Systems on a client/server basis, or hosted by GovPilot if and only if separate GovPilot Hosting is explicitly listed in an Order or Work Statement as an included service.

“GovPilot Holidays” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

“GovPilot Hosting” refers to the hosting services provided by GovPilot to enable access to the GovPilot Desktop as hosted, configured and maintained by (or on behalf of) GovPilot and which includes access to the functionalities of the GovPilot Desktop and to Customer Data.

“GovPilot Mobile” refers to GovPilot’s proprietary mobile application that is made available to Customer and its Users for download on portable or mobile devices, for access and use of the features and modules of the GovPilot Software.

“GovPilot SaaS Software” refers to the provision of access to the GovPilot Software on a software-as-a-service configuration for access and use by Customer via the internet using a standard web browser.

“GovPilot Software” refers, collectively, to GovPilot’s proprietary enterprise software solution, which may be comprised of the GovPilot Desktop, GovPilot SaaS Software, GovSites and GovPilot Mobile, all of which GovPilot furnishes to Customer as an integrated solution, and all additional applications and Updates therein.

“Professional Services” means any ancillary and separate services that may be provided by GovPilot at the express request of Customer, under a fixed fee or time-and-material basis at GovPilot’s then-current rates and solely under the terms of this Agreement, pursuant to a correspondent Work Statement. Professional Services may include without limitation, consulting, training, customization services, on-site support or other professional services. Professional Services are out-of-plan services, not included in the Support Services.

“Services” means collectively those installation, deployment, configuration, training, Professional Services, Support Services, and related services that are agreed upon and set forth in the applicable Order.

“Subscription Term” refers to the subscription period set forth in the applicable Order (including any renewal terms), during which GovPilot will provide to Customer the right to use the GovPilot Software.

“Support Services” means technical support and maintenance of the GovPilot Software. Support Services are generally included in the GovPilot Software price (unless otherwise expressly indicated).

“Technical Support” means the provision of responses by qualified GovPilot personnel to questions from Eligible Customer Personnel related to use and operation of the GovPilot Software, including basic instruction or assistance related to Errors in the GovPilot Software.

“Unavailable” or “Unavailability” means that the GovPilot Hosting is not Available, excluding Excluded Downtime.

“Upgrade” will mean any version of the GovPilot Software, developed subsequent to the Effective Date, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the GovPilot Software, but which does not constitute merely an Update, and which is marketed by GovPilot as a separate upgrade, product and/or service.

“Updates” refer collectively to improvements, updates, minor enhancements, error corrections, workarounds, release notes, bug-fixes, minor upgrades and changes to the GovPilot Software and published user Documentation which improves existing functionality (excluding new product releases or features), and which are made generally available without a separate charge to all customers as part of the Support Services.

“User” means, collectively, any individual employee, agent, or contractor of Customer who accesses and uses the GovPilot Software and/or Documentation.

“Work Statement” means an exhibit to this Agreement that describes the scope, objectives, deliverables, responsibilities, and timeline for the implementation of GovPilot Software and Professional Services for Customer.

2.2. License Grant and Right of Access. Subject to the terms and conditions of this Agreement, during the Subscription Term, GovPilot or its affiliates hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable right and license (i) to install and operate the installable software components of the GovPilot Software, in object code only, on one (1) Authorized System for the GovPilot Desktop; (ii) to access the GovPilot Software on a software-as-a-service basis via a URL designated by GovPilot (GovPilot SaaS Software) or through the GovPilot Mobile application maintained by GovPilot; and (iii) to download and install GovPilot Mobile on mobile devices for the purpose of accessing and using the GovPilot Software, in each case solely for Customer’s internal business and governmental purposes and in accordance with this Agreement and the Documentation. Notwithstanding the foregoing, if Customer has purchased GovPilot Hosting for the GovPilot Software, no local copy of the GovPilot Software will be provided to Customer, and all access to and use of the GovPilot Software shall occur solely through the GovPilot Hosting. Customer may use the GovPilot Software and GovPilot Hosting only as expressly permitted under this Agreement, exclusively for Customer’s internal business operations and not for the benefit of any other person or entity. The license(s) granted herein are limited to use by no more than the number of Users for which the applicable fees have been paid, as set forth in the applicable Order, and may be subject to additional limitations specified in an Order or the Documentation, including limitations on storage capacity for Customer Data. This license gives Customer the right to make up to three (3) copies of the installable GovPilot Software solely for internal archival back-up purposes and for no other use. Any other installation, use, or copying is prohibited unless expressly authorized in writing by GovPilot. Additionally, Customer understands and agrees that access to or use of certain features of the GovPilot Software shall be subject to GovPilot’s then standard terms of service. In the event of a conflict between the foregoing standard terms of service and the body of this Agreement, the body of this Agreement will govern.

2.3. Documentation License. Subject to the terms and conditions contained in this Agreement, GovPilot or its affiliates hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license without the right to modify or create derivative works, to use and to make copies of the Documentation during the Subscription Term solely for Customer’s internal business purposes in connection with its use of the GovPilot Software in accordance with this Agreement. Customer acknowledges that the Documentation is GovPilot’s Confidential Information. Customer agrees to ensure that all proprietary notices placed on the original copies by GovPilot (or its licensors) are also included in the same manner on all copies. Copies of the Documentation may not be distributed to persons who are not Customer’s Users.

2.4. Restrictions. All rights not expressly granted to Customer herein are expressly reserved to GovPilot and its licensors and suppliers. Unless otherwise expressly provided in writing by GovPilot, the GovPilot Software and GovPilot Hosting may only be used by Customer and its Users. Customer shall not, directly or indirectly, and Customer shall not permit any user or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the GovPilot Software or GovPilot Hosting; (b) modify, translate, or create derivative works based on any element of the GovPilot Software or GovPilot Hosting or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the GovPilot Software or GovPilot Hosting; (d) use the GovPilot Software or GovPilot Hosting for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer; provided that Customer's use in furtherance of its governmental functions — including making permitting, code-enforcement, and related functionality available to its residents and, pursuant to an intergovernmental agreement, to other units of local government — shall not violate this clause; (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties any evaluation of the GovPilot Software or GovPilot Hosting without GovPilot's prior written consent, except as required by applicable law, including the Illinois Freedom of Information Act; (g) use the GovPilot Software or GovPilot Hosting for any purpose other than as expressly authorized under this Agreement; (h) interfere with or disrupt the integrity or performance of the GovPilot Software or GovPilot Hosting; (i) introduce any open source software into the GovPilot Software or GovPilot Hosting; (j) use the GovPilot Software to develop, train, or support any competing product or service, or for benchmarking, comparative analysis, or public performance testing, without GovPilot's prior written consent; or (k) attempt to gain unauthorized access to the GovPilot Software or GovPilot Hosting or their related systems or networks. For the avoidance of doubt, access and use by Customer and its Users in accordance with this Agreement and the applicable Order is authorized access.

2.5. Users. Customer acknowledges and agrees that it shall be responsible for all acts and omissions of Users, and any act or omission by a User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this Agreement as applicable to such User's use of the Software, and shall cause Users to comply with such provisions.

2.6. GovPilot Hosting. Subject to the terms and conditions of this Agreement, GovPilot agrees to host, maintain, manage, operate and grant access to the GovPilot Software, as hosted by or on behalf of GovPilot, during the Subscription Term. Customer agrees and understands that, unless expressly set forth in an applicable Order or Work Statement, GovPilot will not provide GovPilot Hosting to Customer for the GovPilot Software.

2.7. Professional Services. Customer may request that GovPilot perform Professional Services by submitting a written request describing the proposed Professional Services. GovPilot shall prepare a draft work statement as an exhibit to this Agreement outlining the Professional Services to be provided (each, a "Work Statement"). Such Work Statement shall describe the fees, costs and expenses payable by Customer to GovPilot in connection with the performance of such Professional Services. Until the acceptance in writing of the proposed Work Statement, GovPilot shall have no obligation to perform the proposed Professional Services. Each Work Statement shall become effective upon execution by authorized representatives of both Parties. GovPilot shall use commercially reasonable efforts to perform the Professional Services as set forth in Work Statements separately executed by the Parties, and shall perform the Professional Services in a professional manner in material accordance with the Work Statement. In the event of a conflict between a Work Statement and the Agreement, the Agreement shall govern.

2.8. Support and Service Levels. Standard Support Services are included in the Subscription fees. Out of scope Support may be subject to additional fees and/or require the execution of a Professional Services Work Statement.

2.9. Software Management. GovPilot may request certification of compliance with the terms of the scope of the rights granted in this Agreement and applicable Addenda by an authorized representative of Customer at any time but no more frequently than once per year (unless a prior review identifies a non-compliance). If a certification is not sufficient assurance of compliance, GovPilot or its agent may, at GovPilot's expense, during Customer's regular business hours and upon thirty (30) days prior written notice to Customer, verify Customer's compliance with the scope of the rights granted herein. The verification will be conducted in a manner not intended to unreasonably disrupt Customer's business and will be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose, and any information obtained shall be treated as Customer's Confidential Information. Customer will be liable for promptly remedying discrepancies revealed during such verification, including payment to GovPilot for any underpayments. GovPilot may verify the number of Users utilizing the GovPilot Software, and if such number exceeds the number of Users licensed in the applicable Order, GovPilot may adjust the Fees billed to Customer to reflect such additional Users. In the event a review identifies an underpayment exceeding five percent (5%) of the fees properly due, Customer will reimburse GovPilot for the reasonable costs of the audit.

3. OBLIGATIONS OF THE PARTIES

3.1. General. Each Party will, at its own expense: (a) remain compliant with all laws and government regulations applicable to this Agreement, and (b) reasonably cooperate with the other Party in connection with such Party's performance hereunder.

3.2. Authorized Systems. Customer agrees and understands that Customer is solely responsible for Customer Authorized Systems. Authorized Systems, which are to be provided and managed by Customer, include, without limitation, servers and virtual servers, operating systems and their maintenance, physical and cyber security measures, network components, hardware for data storage, disaster recovery procedures, and related infrastructure. Customer is responsible for any activities using credentials issued by GovPilot. Customer is responsible for verifying the compatibility of any third-party hardware and/or software with the GovPilot Software, as set forth in the applicable Documentation.

3.3. GovPilot Access. Customer will provide GovPilot with reasonable access to Authorized Systems for the provision of Services, subject to Customer's reasonable written policies provided in advance to GovPilot. Customer will, at Customer's expense: (a) if necessary, allow GovPilot reasonable remote access to Customer's Systems for the purpose of resolving reported problems or to verify Customer's compliance with the terms of this Agreement; (b) provide its own equipment and communication means and pay for its own costs and expenses associated with connecting to the internet; and (c) provide Customer-specific information necessary for providing the GovPilot Software and/or Services upon GovPilot's request.

3.4. Customer Assistance. Customer agrees to promptly cooperate and assist GovPilot as reasonably required during the delivery of Services related to GovPilot products and services. Delays caused by Customer shall be the responsibility of Customer and GovPilot shall have no liability for such delays. Customer shall make available in a timely manner at no charge to GovPilot all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by GovPilot for the performance of the Professional Services. Customer shall be responsible for, and assumes the risk of, any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer.

3.5. Security. During the Subscription Term, GovPilot shall maintain a formal security program that conforms to a recognized industry framework (such as SOC 2 Type II or ISO/IEC 27001) and that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data (the "GovPilot's Security Policy"). GovPilot shall implement and maintain reasonable security measures as required by the Illinois Personal Information Protection Act, 815 ILCS 530/1 et seq., including 815 ILCS 530/45. GovPilot shall notify Customer of any actual or reasonably suspected breach of the security of Customer Data

immediately following discovery, and shall cooperate with Customer, including by providing the date and nature of the breach and the steps taken, so that Customer may satisfy its notification obligations under 815 ILCS 530/10. Upon request, GovPilot shall provide Customer with evidence of its then-current security certification. In no event during the Subscription Term shall GovPilot materially diminish the protections provided by the controls set forth in the GovPilot's Security Policy.

3.6. Aggregated Data. Customer acknowledges and agrees that GovPilot may compile and own Aggregated Data that does not include Customer Data, or any records obtained from customer not otherwise publicly available. To the extent necessary, Customer hereby grants GovPilot a royalty-free, nonexclusive, irrevocable, non-transferable right and license to develop Aggregated Data from Customer's use of the GovPilot Software and GovPilot Hosting and exploit such Aggregated Data for GovPilot's internal business purposes, provided that GovPilot shall not commercialize Aggregated Data in a manner that identifies Customer or any individual.

3.7. Customer Data. Customer is responsible for the accuracy, consistency, and completeness of Customer Data it submits. Customer will be considered the data controller for any Personal Data. GovPilot shall access, use, and process Customer Data solely to provide the Services and as directed by Customer, and shall not sell or disclose Customer Data except as directed by Customer or required by law. Customer is responsible for any Customer Data that Customer or its Users affirmatively chooses to make public; provided, however, that nothing in this Section releases GovPilot from liability arising out of GovPilot's own negligence, willful misconduct, or breach of this Agreement, including any failure to maintain the security of Customer or its Users. CUSTOMER AGREES AND UNDERSTANDS THAT CUSTOMER, AND NOT GOVPILOT, IS SOLELY RESPONSIBLE FOR ANY CUSTOMER DATA THAT CUSTOMER CHOOSES TO MAKE PUBLIC OR AVAILABLE TO THIRD PARTIES OR THAT IT INSTRUCTS GOVPILOT TO MAKE AVAILABLE TO THIRD PARTIES. CUSTOMER HEREBY RELEASES GOVPILOT FROM ALL LIABILITY RELATED TO SUCH DISCLOSURES.

3.7A. Public Records; FOIA Cooperation. The Parties acknowledge that Customer Data and records held by GovPilot on Customer's behalf that relate to a governmental function are public records of Customer under the Illinois Freedom of Information Act, 5 ILCS 140/7(2), and are subject to the Local Records Act, 50 ILCS 205/1 et seq. GovPilot shall, upon Customer's request and at no additional charge, make such records available to Customer in a usable electronic format within a timeframe that permits Customer to meet its five (5) business-day statutory response deadline under 5 ILCS 140/3. Any confidentiality or trade-secret designation by GovPilot extends only to GovPilot's proprietary software and not to Customer's underlying records.

3.8. Suitability of Personnel. GovPilot shall assign employees and subcontractors with qualifications suitable for the work described in any relevant Work Statement. GovPilot may replace or change employees and subcontractors at its sole discretion with other suitably qualified employees or subcontractors.

3.9. Third Party Hardware and/or Software. With the exception of the GovPilot Software, Customer acknowledges responsibility and liability for all hardware, software, and other technology located on the Customer premises ("Third Party Hardware and/or Software"). Customer agrees to maintain all Third Party Hardware and/or Software to an acceptable standard, including maintaining all software within the manufacturer's End of Life guidelines, applying all updates and patches, and keeping hardware within the manufacturer's recommended lifetime and maintenance guidelines. Unless otherwise agreed in an Order or Work Statement, GovPilot does not provide or maintain Third Party Hardware and/or Software.

3.10. Hosting. Subject to the payment of applicable fees, and the inclusion of GovPilot Hosting in an Order or Work Statement, GovPilot will furnish the GovPilot Hosting in accordance with the terms set forth in this Agreement. Customer agrees and understands that GovPilot may enter into an arrangement with one or more third parties for the performance of GovPilot's obligations under this Section, whereby any such third

party may host the GovPilot Software on GovPilot's behalf ("Third-Party Hosting Provider"). GovPilot shall use commercially reasonable efforts to ensure that any such Third-Party Hosting Provider shall be contractually bound to provide substantially the same level of protection with respect to Customer's Confidential Information as provided by the terms of this Agreement. Customer acknowledges and agrees that in the event of a Third-Party Hosting Provider hosting the GovPilot Software, such third party's service levels, acceptable use policies and information security policies will also apply and be binding on Customer, and GovPilot shall have no liability for any acts or omissions of any Third-Party Hosting Provider.

3.11. Local Network and Hardware. GovPilot shall not be required to provide Technical Support for any local network, hardware or software. It is the sole responsibility of the Customer to provide support and technical expertise for these systems. This includes any and all backups of local databases and files that are located on the Customer's computers or servers. In the case of any disaster or loss of local data, any time requested by GovPilot will be billed at a separate rate as Professional Services, and the Customer will need to approve this in advance through a Work Statement for GovPilot to provide any assistance.

3.12. Internet Access. All GovPilot Software, including software hosted on the Customer premises, requires a connection to the internet to function correctly. Customer shall maintain such internet connection for the Customer's Users as required, and ensure that internet connectivity is uninterrupted during the operation of the GovPilot Software. Customer understands that failure to maintain a functioning internet connection shall result in partial or complete inaccessibility of the GovPilot Software, and such failure does not constitute a breach of this Agreement by GovPilot.

3.13. Error Corrections. GovPilot will use commercially reasonable efforts to adapt, re-configure or re-program the GovPilot Software, as applicable, in order to correct in a timely fashion any Errors reported to GovPilot by Eligible Customer Personnel, provided that if GovPilot determines in good faith that any such Error is the result of errors or misstatements in the Documentation, GovPilot may correct such non-conformity solely by amending the Documentation, and further provided that any failure or inability by GovPilot to correct any such Error, or to do so in a timely fashion, will in no event be deemed a breach of GovPilot's obligations hereunder, except that nothing in this Section limits Customer's remedies under the warranty in Section 8.2 or the availability commitments in Sections 3.17 and 3.18.

3.14. Procedural Workarounds. In the event that GovPilot fails or is unable to correct any Error, GovPilot will use commercially reasonable efforts to develop in a timely fashion procedures or routines for use by end users of the GovPilot Software which, when employed in the regular operation of the GovPilot Software, will avoid or substantially diminish the practical adverse effects of the relevant Error, provided that any failure or inability by GovPilot to develop any such procedure or routine, or to do so in a timely fashion, will in no event be deemed a breach of GovPilot's obligations hereunder, except that nothing in this Section limits Customer's remedies under the warranty in Section 8.2 or the availability commitments in Sections 3.17 and 3.18.

3.15. Support Obligations. Subject to Customer being current on the payment of all fees under the Agreement, Customer will be permitted to designate, in writing to GovPilot, Eligible Customer Personnel, which Eligible Customer Personnel shall have undergone training and certification in use and support of the GovPilot Software as designated by GovPilot. GovPilot will provide Technical Support to such Eligible Customer Personnel as follows: Phone support and Email Support are available from 8:00 AM EST to 5:00 PM EST, excluding GovPilot Holidays. On-Site Support is available as separately negotiated.

3.16. Conditions of Technical Support. Customer shall provide such information and/or access to Customer resources as GovPilot may reasonably require in order to provide Technical Support under this Agreement, including access via the Internet or via direct modem connection to relevant Customer servers, access to Customer facilities, and/or access to, and assistance of, Customer personnel. GovPilot shall be excused from any non-performance of its obligations to the extent attributable to Customer's failure to perform or delay in performing its obligations under this Section 3.16. GovPilot reserves the right to require the

negotiation and payment of separate charges and fees pursuant to a Work Statement should Customer request an unreasonable volume of Technical Support given the fees paid and Customer's anticipated usage of the GovPilot Software and/or Services as determined by GovPilot.

3.17. Availability.

3.17.1. Availability Standard. GovPilot shall use commercially reasonable efforts to make the GovPilot Hosting Available, as measured over the course of any three (3) calendar month period, 99.9% of the time, excluding downtime due to Excluded Downtime (the "Availability Requirement").

3.17.2. Scheduled Maintenance. GovPilot reserves the right to perform regularly scheduled maintenance on the GovPilot Hosting, which may prevent the GovPilot Hosting from being Available ("Scheduled Maintenance"). The windows for Scheduled Maintenance are during low usage or low traffic times, from Saturday at 10:00 PM to Sunday at 10:00 AM U.S. Eastern Time. GovPilot will exercise reasonable commercial efforts to notify Customer of any scheduled downtime expected to be over one hour, at least three (3) business days before downtime occurs. Notwithstanding the foregoing, GovPilot reserves the right to perform urgent maintenance which may imply notifying Customer within a twenty-four (24) hour window.

3.17.3. Excluded Downtime. "Excluded Downtime" means (i) Scheduled Maintenance or urgent maintenance; (ii) Internet outages, failure of Customer's infrastructure or connectivity, computer and telecommunications failures and delays not within GovPilot's control; (iii) network intrusions or denial-of-service attacks, provided GovPilot has implemented commercially reasonable measures to mitigate or prevent such an attack or intrusion; (iv) down periods due to Force Majeure Events; (v) issues associated with Customer provided or controlled hardware, software, systems, networks, and other equipment, including misconfigurations or failure to apply required updates or patches; (vi) issues associated with Customer Data or other data uploaded to the GovPilot Hosting by or on behalf of Customer, or Customer misuse of the GovPilot Hosting or GovPilot Software; or (vii) suspension of access by GovPilot as permitted under this Agreement, including for non-payment.

3.17.4. Failure to Maintain Availability Requirement. In the event GovPilot fails to meet the Availability Requirement, Customer shall have the right to receive from GovPilot the applicable availability credits ("Availability Credits") set forth in Section 3.18 below.

3.18. Service Level Credits. Customer must (i) request all service credits set forth in this Section 3 in writing to GovPilot within thirty (30) days of the Availability failure; and (ii) identify the relevant incident number or date and time relating to the Availability failure. GovPilot will issue a credit memo within thirty (30) days of Customer's written service credit request. Service credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments such as set-up fees and other Professional Service fees) for the GovPilot Hosting in the month in which the Unavailability occurred, in accordance with the following schedule: for a Monthly Availability Percentage less than 99.9% but equal to or greater than 99.0%, a Service Credit Percentage of 10%; for a Monthly Availability Percentage less than 99.0%, a Service Credit Percentage of 20%. GovPilot's obligations set forth in this Section 3.18 represent Customer's sole and exclusive remedy, and GovPilot's sole and exclusive liability, for any failure of the GovPilot Hosting to be Available.

3.19. Third Party Offerings. Customer agrees and understands that as part of the Services, GovPilot may offer access to products, services or content owned by and licensed from third parties (the "Third Party Offerings"). Customer understands and acknowledges that Third Party Offerings are not licensed pursuant to the provisions set forth in this Agreement. GOVPILLOT WILL HAVE NO OBLIGATION WHATSOEVER UNDER THIS AGREEMENT TO DELIVER, SUPPORT OR MAINTAIN ANY SUCH THIRD PARTY OFFERINGS, NOR WILL GOVPILLOT HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM ARISING FROM OR RELATED TO CUSTOMER'S USE OR DISTRIBUTION OF THE THIRD PARTY OFFERINGS, AND GOVPILLOT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY AND ALL SUCH THIRD

PARTY OFFERINGS. Customer acknowledges and agrees that the foregoing disclaimers, limitations and exclusions of liability form an essential basis of the bargain between the parties.

3.20. General Prohibition Against Misrepresentation. Customer agrees to refrain from any misleading or deceptive conduct and/or from making false representations in relation with the GovPilot Software, GovPilot Hosting, the Services and/or its relationship with GovPilot, including without limitation false advertising, making promises, representations, or warranties on behalf of GovPilot or claiming ownership of the GovPilot Software, GovPilot Hosting, or the Services.

4. FEES AND PAYMENTS.

4.1. Fees. In consideration for the rights granted to Customer hereunder and the performance of GovPilot's obligations hereunder, Customer shall pay to GovPilot, or GovPilot's third party billing agent (as specified by GovPilot), certain fees, in such amounts as may be determined by reference to the applicable Addenda, Work Statement, and Order. Invoices shall be approved and paid in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., and shall be due and payable within sixty (60) days after receipt of a proper invoice. All payment obligations of Customer beyond the current fiscal year are subject to annual appropriation by the City Council of the City of Rockford, and if funds are not appropriated for any fiscal year, Customer may terminate this Agreement as to the unfunded period without penalty or further liability upon written notice to GovPilot.

4.2. Customer Operating Expenses. As between the Parties, Customer shall bear all expenses incurred in the performance of its obligations or exercise of its rights hereunder.

4.3. Taxes. All amounts payable hereunder shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on GovPilot's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of related Services; provided that Customer shall not be responsible for any tax, fee, or charge from which it is exempt as a unit of local government under applicable law.

4.4. Late Payments. If GovPilot does not receive undisputed fees by the due date, then following thirty (30) days' written notice to Customer and a reasonable opportunity to cure, GovPilot may suspend performance hereunder, which may include suspension of license(s) granted, until such undisputed and past-due fees are paid in full. GovPilot shall not suspend performance on account of any amount that Customer is disputing in good faith, and nothing in this Section limits Customer's right to withhold payment of disputed amounts or the payment protections of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

5. CONFIDENTIALITY RIGHTS AND OBLIGATIONS.

5.1. Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, and shall remain the sole property of the disclosing Party or such third party. Customer Data is deemed Confidential Information of Customer. The GovPilot Software, GovPilot Hosting, and Documentation are deemed Confidential Information of GovPilot.

5.2. Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use the Confidential Information only to perform its obligations and exercise its rights set forth in this Agreement; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence the Confidential Information using at least a reasonable level of effort to protect the Confidential Information from dissemination to, and use by,

any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

5.3. Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations; (iv) is already in the recipient's possession free of any confidentiality obligations at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (vii) in order to comply with the order of a court or other governmental body or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order; provided, further, that this notice-and-protective-order requirement shall not apply to, delay, or condition any disclosure Customer is required to make under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., or the Local Records Act, 50 ILCS 205/1 et seq., although Customer will endeavor to notify GovPilot of a request seeking GovPilot's Confidential Information where practicable and legally permitted; or (viii) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5.4. Equitable Relief. Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

6. PROPRIETARY RIGHTS.

6.1. GovPilot Products and Services. Subject to the express licenses granted herein and in the Addenda, GovPilot retains all right, title, and interest in and to the GovPilot Software and GovPilot Hosting, including the Documentation, Services, Aggregated Data, GovPilot Collected Information, Feedback, Developed Works, and all improvements, enhancements, modifications, derivatives, and updates thereto, together with all associated intellectual property rights (collectively, "GovPilot Materials"), and Customer acknowledges that it neither owns nor acquires any rights in any GovPilot Materials not expressly granted by this Agreement. Except as may be expressly agreed upon with regard to Custom Software developed under any Professional Services Work Statement, this is not a work-made-for-hire agreement, and except for express licenses granted in this Agreement, GovPilot is not granting or assigning to Customer any right, title, or interest in or to any intellectual property.

6.2. Customer Data. As between the Parties, and subject to the licenses set forth herein, by virtue of this Agreement, GovPilot acquires no right, title and interest in and to the Customer Data.

6.3. Feedback. Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to GovPilot with respect to its products and services. Feedback is voluntary. GovPilot may use Feedback for any purpose without obligation of any kind in connection with GovPilot's business.

6.4. Information and Data. As between the Parties, Customer acknowledges and agrees that GovPilot shall own all rights, title, and interests in and to any information, data, and content provided by, posted by, or otherwise collected from third parties through the use of or integration with the GovPilot Software (the "GovPilot Collected Information") and shall be free to use such GovPilot Collected Information in

accordance with its privacy policy, provided such data does not meet the definition of Customer Data. For the avoidance of doubt, information submitted by Customer's residents, applicants, or other third parties through Customer's use of the GovPilot Software in connection with a governmental function constitutes Customer Data, and GovPilot Collected Information shall not include any records of Customer not otherwise publicly available .

6.5. No Source Code. Except as expressly provided in Section 10.4, nothing in this Agreement shall be construed to give Customer a right to use, or otherwise obtain access to, any source code from which the GovPilot Software or any portion thereof is compiled or interpreted.

7. CUSTOM DEVELOPMENT.

7.1. Development Undertaking. Where requested by Customer and agreed in a Work Statement, GovPilot shall render Professional Services to develop the Custom Software in accordance with such Work Statement, including creation of software applications and/or program code, and integration, customization and/or configuration of the foregoing. For purposes of this Agreement, "Custom Software" means custom software specifically developed for Customer by GovPilot and identified as such in a Work Statement.

7.2. Development Schedule. GovPilot and Customer will mutually agree in each relevant Work Statement on a schedule for the development of any Custom Software. GovPilot shall exercise commercially reasonable efforts to complete development and delivery of the Custom Software in accordance with the applicable Work Statement.

7.3. Ownership of Custom Software. Unless otherwise expressly agreed in a Work Statement executed by both Parties, ownership of all work product, developments, inventions, technology or materials, including the Custom Software, provided under this Agreement ("Developed Works"), and all intellectual property rights therein, shall be solely owned by GovPilot. All Developed Works will be considered part of the GovPilot Software for purposes hereunder and will be subject to all provisions of this Agreement otherwise applicable to the GovPilot Software.

8. WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY.

8.1. Representations and Warranties. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

8.2. Limited Software Warranty. GovPilot hereby warrants, for the sole benefit of Customer, that the GovPilot Software and GovPilot Hosting will conform in all material respects to the Documentation and will perform materially in accordance with the Proposal throughout the Subscription Term; provided that such warranties will not apply to failures to conform arising from (i) any use of the GovPilot Software other than in accordance with its Documentation, (ii) modification of the GovPilot Software by Customer or any third party, or (iii) any combination of the GovPilot Software with software, hardware or other technology not provided or authorized by GovPilot. If GovPilot fails to correct a material non-conformity within sixty (60) days after receiving written notice thereof, Customer may terminate the affected Order or this Agreement and receive a pro-rata refund of prepaid, unused fees, including any prepaid, unused Professional Services fees paid in connection with implementation, data migration, or integrations under the applicable Order or Work Statement, as Customer's sole and exclusive remedy.

8.3. Customer Data. Customer represents and warrants that: (i) it has and will maintain all rights, licenses, consents, and permissions in and to the Customer Data to grant the rights set forth herein, without violation of any applicable law or the rights of any third party; (ii) to the extent Customer or any User collects, uses, stores, processes, or discloses Personal Data through or in connection with the GovPilot Software or Services, Customer has provided all required notices and disclosures and has obtained all necessary

consents and authorizations; and (iii) Customer Data is accurate, complete, and lawful for its intended use, and does not contain any content that is unlawful, defamatory, infringing, malicious, or otherwise violates applicable law or third-party rights.

8.4. Legal Disclaimer. Customer acknowledges and agrees that any advice provided by GovPilot's support personnel does not constitute legal advice.

8.5. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 8.1 AND 8.2, THE GOVPILOT SOFTWARE, GOVPILOT HOSTING, DOCUMENTATION, PROFESSIONAL SERVICES, AND SUPPORT SERVICES, AND ANY OTHER MATERIALS, PRODUCTS, TECHNOLOGY, OR SERVICES PROVIDED BY GOVPILOT ARE PROVIDED "AS IS," "AS-AVAILABLE," AND "WITH ALL FAULTS," AND GOVPILOT AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN. GOVPILOT AND ITS AFFILIATES DO NOT WARRANT THAT THE GOVPILOT SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF CUSTOMER DATA.

8.6. Exclusions of Remedies; Limitation of Liability. IN NO EVENT SHALL GOVPILOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, EVEN IF GOVPILOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED BELOW, THE CUMULATIVE LIABILITY OF GOVPILOT TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED TWO (2) TIMES THE TOTAL FEES PAID AND PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SHALL NOT APPLY TO: (A) GOVPILOT'S INDEMNIFICATION OBLIGATIONS; (B) A BREACH OF GOVPILOT'S CONFIDENTIALITY OR DATA-SECURITY OBLIGATIONS OR ANY DATA BREACH; OR (C) GOVPILOT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN SUCH INSTANCES, LIABILITY SHALL BE LIMITED TO THE INSURED AMOUNTS BELOW, AND THE COMPANY SHALL AT ALL TIMES MAINTAIN INSURANCE AT THE STATED COVERAGE AMOUNTS AS STATED BELOW. For purposes of this Section 8.6, all references to "GovPilot" will include GovPilot's affiliates, vendors, licensors, and suppliers.

The company shall maintain the following insurance coverage during term:

- Commercial General Liability: \$2,000,000 per occurrence / \$4,000,000 Aggregate
- Technology Errors & Omissions / Professional Liability: \$5,000,000 per claim and aggregate
- Cyber Liability / Data Breach: \$2,000,000 per incident / \$4,000,000 aggregate, including first-party breach costs, third party liability, regulatory fines and penalties, credit monitoring costs.

8.7. Essential Basis. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including the economic terms, would be substantially different.

9. INDEMNIFICATION.

9.1. Indemnification by GovPilot. GovPilot shall defend, indemnify, and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out

of any claim by a third party that (a) any use of, or access to, the GovPilot Software by Customer as authorized under this Agreement infringes or misappropriates any patent, copyright, trade secrets . Notwithstanding the foregoing, GovPilot shall have no obligation or liability to the extent that the claim arises from (i) the combination, operation, or use of GovPilot Software with products or services not furnished by GovPilot; (ii) modifications to the GovPilot Software not made by GovPilot; (iii) failure to use Updates to the GovPilot Software provided by GovPilot; (iv) use of the GovPilot Software except in accordance with the Documentation; (v) Customer Data; or (vi) GovPilot's compliance with any instructions, requirements or specifications provided or designated by Customer (collectively, "Customer Indemnity Responsibilities") or (b) results from a breach of GovPilot's data-security obligations or a breach of the security of Customer Data under GovPilot's obligations under this Agreement . In the event any biometric authentication or other functionality of the GovPilot Software implicates the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq., GovPilot shall maintain compliance with that Act, bear responsibility for any violation, and indemnify Customer against any resulting claim. GovPilot's indemnity shall not extend to a claim to the extent arising from Customer's use of the GovPilot Software in a manner not authorized by this Agreement.

9.2. Indemnification by Customer. Customer shall indemnify, hold harmless, and, at GovPilot's option, defend GovPilot and its affiliates from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with: (i) Customer Indemnity Responsibilities; and/or (ii) any claim that use of Customer Data in compliance with this Agreement violates any third party rights or applicable laws. Customer's obligations under this Section shall not extend to any claim arising from GovPilot's negligence, willful misconduct, or breach, or to any claim under the Illinois Biometric Information Act, and nothing in this agreement requires Customer to indemnify or defend GovPilot in a manner that exceeds or is inconsistent with Customer's lawful authority as an Illinois municipality.

9.3. Indemnity Proceedings. The indemnity obligations set forth in Sections 9.1 and 9.2 are conditional upon the Party seeking an indemnity (the "Indemnified Party") giving the Indemnifying Party (i) prompt written notice of the claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as the Indemnifying Party may reasonably request, at its expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, the Indemnifying Party shall not settle any third party claim against the Indemnified Party unless such settlement completely and forever releases the Indemnified Party or unless the Indemnified Party provides its prior written consent. In any action for which the Indemnifying Party provides defense on behalf of the Indemnified Party, the Indemnified Party may participate in such defense at its own expense by counsel of its own choice.

10. TERM AND TERMINATION.

10.1. Agreement. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect, for the term indicated in any and all applicable Orders or Addenda (the "Term"), unless earlier terminated as set forth below. The Customer takes full responsibility for the effect of not terminating an Order within the time prescribed therein and accepts the additional fees and costs associated with such an event. In addition, any and all time and expenses shall be billed to the customer according to GovPilot's standard schedule of fees for ongoing renewals.

10.2. Renewal. This Agreement and the Subscription Term shall not renew automatically. Any renewal shall be effective only upon the affirmative written authorization of the City Council of the City of Rockford and the appropriation of funds for the renewal period, and in no event shall the committed term exceed the term of office of the Mayor of Customer holding office at the time of execution, consistent with 65 ILCS 5/8-1-7.

10.3. Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten

(10) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

10.4. Termination Upon Bankruptcy, Insolvency. Either Party may terminate this Agreement immediately upon written notice after the other Party has executed a general assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days. The Parties acknowledge that all licenses granted to Customer are licenses of rights to “intellectual property” as defined in Section 101 of the United States Bankruptcy Code, and that Customer, as licensee, retains all rights under Section 365(n) of the Bankruptcy Code, including the right to elect to retain its rights to the GovPilot Software upon any rejection of this Agreement. To make that right effective for hosted software, GovPilot shall maintain a current copy of the Software, its configuration, and Customer Data with a third-party escrow agent, released to Customer upon such rejection or upon GovPilot’s cessation of business.

10.5. Termination of Individual Addenda. In addition to each Party’s rights under Sections 9.1, 9.2, and 9.3, each Party may terminate any particular Work Statement according to any provision therein permitting such termination, provided that this Agreement (including these General Terms and any other Addenda) shall remain in full force and effect in accordance with their respective terms.

10.6. Termination of Individual Work Statements. Either Party may, at its sole option and for its own convenience, terminate any or all Work Statements for Professional Services in effect upon fifteen (15) days prior written notice. Upon such termination, the Parties shall inform each other of the extent to which performance has been completed through such date, and collect and deliver all work in process. GovPilot shall be paid for all work performed and expenses incurred through the date of termination.

10.7. Accrued Obligations. Termination of this Agreement and/or any particular Work Statement shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Work Statement as permitted by any provision in this Section shall incur no additional liability merely by virtue of such termination.

10.8. Cumulative Remedies. Termination of this Agreement and/or any applicable Work Statement, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby. Except as otherwise expressly stated in this Agreement, all remedies specified in this Agreement are cumulative with any other remedies that may be available at law or in equity.

10.9. Effect of Termination. Upon any termination of this Agreement, all licenses granted hereunder shall terminate. Within thirty (30) days of termination, GovPilot shall deliver to Customer, at no additional charge, a complete copy of Customer Data — including a full raw data dump (all historical, deleted/soft-deleted, and audit-log data), data dictionary, schema documentation, and all related files, documents, images, or attachments — in a usable, non-proprietary format. For not less than ninety (90) days following termination, GovPilot shall, at no charge, retain Customer Data and provide reasonable transition assistance, including read-only access to the Services and a designated point of contact for migration-related questions. No Customer Data or public record shall be deleted except in compliance with the Local Records Act, 50 ILCS 205/1 et seq., and Customer’s records-retention schedules, and only upon Customer’s written authorization or Customer’s failure to respond within thirty (30) days after GovPilot’s written notice of intended disposal. If Customer has not authorized disposal within one hundred eighty (180) days after termination, GovPilot may

invoice Customer for archival storage at its then-current standard rates, not to exceed the lesser of then-current industry-standard rates or \$250 per month, until disposal is authorized. GovPilot shall certify in writing when Customer Data has been deleted from all production and backup systems. Upon termination for non-appropriation or GovPilot's uncured breach, GovPilot shall refund prepaid, unused fees on a pro-rata basis.

10.10. Survival of Obligations. The provisions of Sections 2.1, 3.6, 3.7, 3.7A, 3.17, 4.3, 4.4, 5, 6, 7, 8, 9, and 10, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

11. GENERAL PROVISIONS.

11.1. Nonsolicitation. For a period of one (1) year after the termination or expiration of this Agreement, Customer shall not knowingly solicit for employment any GovPilot employee or consultant who performed services directly under this Agreement; provided that this Section does not restrict Customer's general employment advertising, its consideration of any person who responds to such advertising, or any hiring required by Customer's lawful, competitive public-employment processes.

11.2. Entire Agreement. This Agreement, including all Addenda, Orders and Work Statements, sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties. Any terms and conditions which may appear as pre-printed language or otherwise be on, attached to, or inserted within any order forms, quotes, invoices, bills, or other similar forms or documents issued by Customer shall be of no force or effect even if such forms or documents are accepted by GovPilot. Failure by Customer to provide GovPilot with a purchase order does not excuse Customer from timely payment of fees.

11.3. Independent Contractors. In making and performing this Agreement, Customer and GovPilot act and shall act at all times as independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

11.4. Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, as set forth on the Cover Page, or if to GovPilot, as follows: 200 Connell Dr, Suite 1000, Berkeley Heights, NJ 07922, or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient.

11.5. Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by the Party against whom enforcement of such amendment or modification is sought.

11.6. Assignment; Delegation. GovPilot shall not assign this Agreement or delegate its performance, in whole or in part, without the prior written consent of Customer; provided that GovPilot may assign this Agreement, upon thirty (30) days' prior written notice to Customer, to an affiliate or to a successor to all or substantially all of its business or assets. The prior written consent or notice to Customer will not be required if the assignment or transfer of this Agreement is in conjunction with a bona fide arms' length transaction involving a change of control, so long as GovPilot is in good standing with its obligations under this Agreement. Any attempted assignment in violation of this Section is null and void.

11.7. No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein,

whether express or implied, shall confer upon any person or entity, other than the Parties, their successors, and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.8. Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable.

11.9. Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

11.10. Force Majeure. Except with respect to payment obligations under this Agreement, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances; provided that if such Party is prevented or delayed from performing for more than ninety (90) days, either Party may terminate this Agreement upon thirty (30) days written notice.

11.11. Disputes. If a dispute arises under or in connection with this Agreement, the parties shall promptly use reasonable efforts to resolve the dispute in accordance with the procedures set out herein. The Party raising the dispute shall notify the other Party in writing. The Parties shall then work in good faith to resolve the dispute within ten (10) business days from the date of the written notice. If the dispute is not resolved within the initial ten (10) business days, either Party may escalate the matter by sending a written notice to move the dispute to the first level of escalation. If the dispute remains unresolved within ten (10) business days after the first escalation, either Party may further escalate the dispute by providing a written notice to the second level of escalation. If the dispute remains unresolved two (2) months after the second escalation notice, either Party may pursue any other remedy available under this Agreement. Notwithstanding the steps above, nothing in this Agreement prevents either Party from seeking injunctive relief from a court of competent jurisdiction.

11.12. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. The Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Winnebago County, Illinois, and nothing in this Agreement shall be construed as a waiver by Customer of any governmental immunity, defense, or protection available to it under Illinois law.

11.13. U.S. Government End-Users. Each of the components that constitute the GovPilot Software and Documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation." Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government customers and end users acquire the GovPilot Software with only those rights set forth herein.

11.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

11.15. Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

11.16. Electronic Acceptance and Execution. This Agreement and associated Addenda and Orders may be accepted and executed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent, including DocuSign, EchoSign, and other similar services) and acceptance using these means will be deemed binding between the parties. The Parties will not contest the validity or enforceability of this Agreement and Addenda and Orders because they were accepted and/or signed in electronic form.

PREPARED FOR THE CITY OF ROCKFORD, IL

Software Proposal

City of Rockford

GovPilot delivers modern, cloud-based government software that helps municipalities reduce manual work, improve resident service, and build a more efficient operation.

SUBMITTED BY
GovPilot

PREPARED BY
Jack Paras
Account Executive

DATE
August 5, 2026

VALID THROUGH
30 days from date issued

SECTION 1

Solution Overview

This proposal covers a full permitting and code enforcement implementation for the City of Rockford's Community and Economic Development Department, migrating existing data from Infor to GovPilot's cloud platform. The core solution includes mobile application licensing for field staff and native integrations with Tyler Munis, Tolemi, and FirstDue, along with a one-time conversion of ProjectDox data (see Data Migration, Section 2), to preserve Rockford's existing technology investments. A GIS Asset Management Solution for Public Works is available as an optional add-on to the core platform. GovPilot's platform replaces manual, paper-based workflows with a unified system for permitting, inspections, and code enforcement, backed by ongoing customer support at no additional cost.

WHAT'S INCLUDED

Optional Add-On

A GIS Asset Management Solution for Public Works is available at \$48,000/year and is not included in the pricing below. This module can be added at any time during the contract term.

- Permitting & Code Enforcement implementation across the Community and Economic Development Department
- Full data migration from the City's existing Infor system, including conversion of ProjectDox data into GovPilot
- Mobile application licensing for field inspections and enforcement
- Public Works, Fire, Legal, and Finance department workflows included under the core platform subscription
- Integrations with Tyler Munis (bundled with Associated Bank Merchant Services via Fiserv for payment processing), Tolemi, and FirstDue (unidirectional ingestion of fire inspection data)
- Multi-Factor Authentication (MFA) integration with RSA
- Ongoing customer support and software updates throughout the contract term

SECTION 2

Investment & Terms

ITEM	DESCRIPTION	COST
Annual SaaS / Licensing Fees	Core platform subscription — Permitting, Code Enforcement, Inspections, and Public Works, Fire, Legal, and Finance department workflows. <i>Flat rate for the full 3 year initial term, no annual escalator in Years 1 through 3.</i>	\$164,000
Mobile Application Licensing	Field access for inspections and enforcement staff.	\$0
Ongoing Customer Support	Continuous platform support and software updates.	\$0
GIS Asset Management Solution (optional)	Public Works GIS based asset management module. Not included in totals below, available to add at any time.	\$48,000
Year 1 Annual Recurring Total		\$164,000
Permitting & Code Enforcement Implementation	Platform configuration and implementation services.	\$40,320 (one-time)
Data Migration	Migration of existing records from Infor to GovPilot, including conversion of ProjectDox data into GovPilot.	\$3,000 (one-time)
Integrations	Integration with Tyler Munis (bundled with Associated Bank Merchant Services via Fiserv for payment processing), Tolemi, FirstDue (unidirectional ingestion of fire inspection data), and Multi-Factor Authentication (MFA) integration with RSA.	\$50,000 (one-time)

CONTRACT TERMS

- Contract term: 3 years, commencing upon execution, with two 1-year renewal options
- Annual recurring fees are flat for the initial 3-year term (no escalator)
- If exercised, renewal-year (Year 4 and Year 5) recurring fees increase 5% year over year: Year 4 = \$172,200 · Year 5 = \$180,810
- The same 5% renewal-year escalator applies to the optional Public Works Asset Management (GIS) module, if adopted: Year 4 = \$50,400 · Year 5 = \$52,920
- Billing: Annual in advance
- Implementation begins within 30 days of contract execution
- Includes software updates, support, and training throughout the term
- This proposal is valid for 30 days from the date issued

ACCEPTANCE & SIGNATURE



Ryan James
Chief Sales Officer, GovPilot
Date: August 5, 2026

City of Rockford, IL

Date: _____

Scope of Work & Implementation Timeline

Modules Included

- Permitting (Building, Electrical, Plumbing, Mechanical, Fire Prevention, and many other related permit types)
- Code Enforcement (complaint intake, violation tracking, notices, and follow-up)
- Online Plan Review (replacing the City's current ProjectDox workflow)
- Public Works Department modules
- Fire Department module (fire life safety inspections, ordinance citations, specialty licenses)
- Legal Department module (adjudication support for code enforcement violations)
- Finance Department module (business licensing, application through issuance)
- Multi-Factor Authentication (MFA), integrated with RSA

Optional Add-On

- Asset Management (GIS-based, Public Works) — \$48,000/year, available at contract execution or any time thereafter

Implementation Timeline

Milestone	Description
Month 1	Project Kickoff & Discovery
Months 2–3	System Configuration & Data Migration (Infor → GovPilot Connect)
Month 3	Staff Training
Month 4	User Acceptance Testing & Go-Live (Phase A: Permitting, Zoning, Code Enforcement)
Months 4–5+	Phased Rollout of Remaining Departments (Public Works, Finance, Fire, Legal)

Work Statement (Detail)

5.1 Purpose

This Work Statement (“WS”) describes the scope, methodology, timeline, deliverables, and respective responsibilities for GovPilot's implementation of the GovPilot Connect platform for the City of Rockford, Illinois (“the City”), in fulfillment of RFP No. 226-CD-020, Permit and Code Enforcement Software.

This WS is intended to be read together with the City's RFP requirements, the GovPilot proposal, and the Master Service Agreement (MSA) governing the overall engagement. Where this WS references pricing, those figures reflect the final negotiated terms in Section 2.0 of this packet and supersede any pricing shown in the original RFP response.

5.2 Scope of Work

GovPilot will implement the GovPilot Connect platform to consolidate the City's permitting, inspections, code enforcement, plan review, and related departmental workflows into a single, cloud-based, property-centric system. The following modules are included in the base scope of this engagement. This is not an exhaustive list, and additional modules will be added.

- Permitting (Building, Electrical, Plumbing, Mechanical, Fire Prevention, and related permit types)
- Code Enforcement (complaint intake, violation tracking, notices, and follow-up)
- Online Plan Review (replacing the City's current ProjectDox workflow)
- Public Works Department module
- Fire Department module (fire life safety inspections, ordinance citations, specialty licenses)
- Legal Department module (adjudication support for code enforcement violations)
- Finance Department module (business licensing, application through issuance)
- Multi-Factor Authentication (MFA), integrated with RSA

Configured integrations under this engagement include Tyler Munis (financial/payment data), bundled with Associated Bank Merchant Services via Fiserv (payment processing); Tolemi (rental and vacant lot registration data); FirstDue (unidirectional ingestion of the City's current fire inspection data to facilitate Code Enforcement, legal review/processing, and fee collection); and Multi-Factor Authentication (MFA) integration with RSA. ProjectDox data will be converted into GovPilot Connect as part of the data migration effort described in Section 5.7. Final integration approach and field-level mapping for each system will be confirmed collaboratively during the Discovery phase. Asset Management (GIS-based) is available as an optional add-on per Section 2.0.

5.2.1 Detail of Newly Added Scope Items

The following capabilities were added to the engagement scope following contract negotiation. Each is described in additional detail below; pricing for these items is reflected in Section 2.0 and is unchanged by their addition.

Multi-Factor Authentication (MFA) with RSA Integration

GovPilot Connect will be configured to require Multi-Factor Authentication for user login, integrated with the City's existing RSA authentication environment. This adds a second verification step beyond username and password for all City staff accessing the platform, aligning with the City's IT security policy and reducing the risk of unauthorized account access. Configuration includes establishing the trust relationship between GovPilot Connect and RSA, defining which user roles require MFA enforcement, and testing the authentication flow during the Configuration phase (Phase 2) ahead of User Acceptance Testing.

Payment Integration with Associated Bank Merchant Services via Fiserv

In addition to the core Tyler Munis financial integration, GovPilot Connect will be configured to process online and in-person payments through Associated Bank Merchant Services via Fiserv. This integration is bundled with the Tyler Munis integration effort and allows permit fees, licensing fees, and code enforcement fines collected through the public portal or over the counter to flow directly into the City's designated merchant account, with transaction data reconciled back to Munis. Configuration includes establishing the secure payment gateway connection, mapping fee types to the correct payment processing rules, and testing end-to-end transactions during Configuration and UAT.

FirstDue Integration (Unidirectional Ingestion)

GovPilot Connect will establish a unidirectional integration with FirstDue, the City's current fire inspection program, to ingest fire inspection records into GovPilot Connect. This allows fire inspection data originating in FirstDue to support downstream Code Enforcement workflows, Legal Department review and processing of related violations, and fee collection, without requiring City staff to manually re-key inspection results across systems. Because the integration is unidirectional, FirstDue remains the system of record for fire inspection activity, while GovPilot Connect receives and surfaces that data for cross-departmental use. Field-level mapping between FirstDue and GovPilot Connect will be finalized collaboratively during the Discovery phase.

ProjectDox Data Conversion

Rather than maintaining an ongoing integration with ProjectDox, GovPilot will instead perform a one-time conversion of the City's existing ProjectDox plan review data into GovPilot Connect as part of the broader data migration effort. Converted records will be accessible natively within GovPilot Connect's Online Plan Review module going forward, eliminating the need for staff to reference ProjectDox after go-live. This approach is reflected in the Data Migration line item in Section 2.0 and follows the same review-and-approval process described in Section 5.6 and Section 5.8 for other migrated data.

5.3 Implementation Methodology

GovPilot will execute this engagement using a structured, six-phase implementation methodology. Each phase includes defined deliverables and a client review checkpoint; no phase advances without the City's confirmation that it is ready to proceed.

- Phase 1 — Project Kickoff & Discovery
- Phase 2 — Requirements Gathering & System Configuration
- Phase 3 — Data Migration
- Phase 4 — Training & Enablement
- Phase 5 — User Acceptance Testing & Go-Live
- Phase 6 — Adoption, Handoff & Ongoing Support

Given the breadth of departments involved, GovPilot recommends a phased department rollout rather than a single simultaneous go-live: Phase A (Permitting, Zoning, Code Enforcement); Phase B (Public Works, Finance/Business Licensing); Phase C (Fire, Legal, and remaining modules). The specific sequencing will be confirmed collaboratively with the City's project team during kickoff.

5.4 Implementation Timeline

Detailed month-by-month milestones are provided in Section 3.0 of this packet. Actual timing will be confirmed during the Discovery phase and is dependent on the City meeting its responsibilities at each stage (see Section 5.6).

5.5 Key Deliverables

- Confirmed implementation project plan and department rollout sequence
- Data migration strategy document and City-approved sample import
- Fully configured Connect environment reflecting the City's forms, workflows, and fee schedules
- Completed staff training (GovPilot Academy coursework + live virtual sessions)
- City-issued written UAT sign-off prior to go-live

- Go-live confirmation for each rollout phase
- Transition to ongoing support, including a dedicated Customer Success Manager

5.6 Roles & Responsibilities

Activity	GovPilot	City of Rockford
Project management & timeline	Lead	Participate
Weekly status meetings	Facilitate	Attend and contribute
System configuration	Execute	Review and approve
GIS map service provision	Configure connection	Provide map service URL and credentials
API credential provision	Configure integrations	Obtain and provide credentials
Infor data extraction	Advise on format/structure	Execute extraction with IT/Infor support
Data migration strategy	Lead	Review and approve
Sample import review	Execute	Review and confirm accuracy
Full migration approval	Execute	Approve before full migration
Training delivery	Deliver	Complete coursework; attend sessions
User Acceptance Testing	Support	Lead testing; document and report issues
UAT sign-off	Resolve identified issues	Provide written sign-off before go-live
Go-live execution	Lead	Support and confirm
Post-go-live adoption	Support	Lead internal adoption
Ongoing support	Provide per SLA	Designate eligible customer personnel

5.7 Assumptions & Dependencies

This WS is based on the following assumptions. Any material change to these assumptions may require a change order to the timeline, scope, or pricing described herein.

- The City will provide a complete, structured data extract from Infor and ProjectDox within the timeframe agreed during the Discovery phase.
- The City will provide applicable API credentials and cooperation from third-party system administrators (Tyler Munis, Tolemi, FirstDue, Associated Bank Merchant Services via Fiserv, and RSA) as needed to configure integrations.
- The City will provide GIS map service URLs and credentials for its Esri ArcGIS environment.

- The City will designate staff to participate in configuration sessions, complete required training, and lead User Acceptance Testing.
- Rollout sequencing across departments (Phase A/B/C) will be finalized collaboratively with the City's project team during kickoff.

5.8 Acceptance Criteria

Acceptance of each implementation phase is governed by the following criteria:

- Data Migration: City review and explicit written approval of the sample import is required before full migration is executed; full migration is deemed accepted upon City confirmation that records, relationships, and historical data display correctly in the production environment.
- System Configuration: Deemed accepted upon City review and approval during User Acceptance Testing.
- User Acceptance Testing: The City leads UAT and provides written sign-off confirming that configured functionality meets the requirements of this WS. This sign-off is the gate to go-live.
- Go-Live: Each rollout phase is deemed complete upon successful production deployment and confirmation from both parties.

5.9 Investment Reference

Pricing for this engagement is detailed in full in Section 2.0 of this packet and the GovPilot Proposal. As a reference:

- Year 1 Total: \$257,320
- Full 3-Year Contract Value: \$585,320
- Optional Add-On — GIS Asset Management Solution: \$48,000 (annually; not included in totals above)

This WS does not alter or supersede the pricing, payment terms, or contract terms set forth in the Proposal and MSA. In the event of any conflict between this WS and the MSA, the MSA shall govern.

5.10 Governing Documents

This WS operates in conjunction with, and is subject to, the following documents:

- Master Service Agreement (MSA) between GovPilot and the City of Rockford, to be executed upon City Council approval
- GovPilot Proposal, City of Rockford, IL (dated August 5, 2026)
- RFP No. 226-CD-020, Permit and Code Enforcement Software, and any associated addenda issued by the City