

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “Agreement”), dated as of June 8, 2017 (the “Effective Date”), is entered into between Granicus, Inc. (“Granicus”), a California Corporation, and the Lexington-Fayette Urban County Government, an urban county government pursuant to Chapter 67A of the Kentucky Revised Statutes, located at 200 East Main Street, Lexington, Kentucky 40507 (“LFUCG” or the “Client”). Additional definitions of capitalized terms used herein are set forth in Section 12 hereof.

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to continue with Client’s existing solution as described in the Current Solution document, which is attached as Exhibit A, and incorporated herein by reference, (i) engage Granicus to integrate its Granicus Software onto the Client Website, (ii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iii) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. Managed Services shall mean the services provided by Granicus to Client as detailed in Exhibit A. Managed Services Fee shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in Exhibit A and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work, including Client’s work with its customers/constituents. Cancellation of the Client’s Managed Services will also result in the immediate termination of the Client’s Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will

substantially perform in accordance with the functionality and features as described in Exhibit A for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. PAYMENT OF FEES

3.1 Client agrees to pay all fees, costs and other amounts as outlined in Exhibit A.

3.2 Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of the respective product.

3.3 Billing for Managed Services for associated products shall begin upon completion of delivery as defined under Section 3.4 below and as outlined in Section 3.5. Client shall be invoiced according to Section 3.5. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

3.4 For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Upon Granicus Hardware and/or Software delivery, Client will have fifteen (15) days to notify Granicus of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

3.5 Granicus, Inc. shall send all invoices to the following:

Name: Melissa McCartt-Smyth
Department: Mayor's Office
Address: 200 E. Main St.
Lexington, KY 40507
Email: Granicus@lexingtonky.gov
Invoice frequency: annually

Name: Cathryn Reed
Department: Div. of Computer Services
Address: 200 E. Main St.

Lexington, KY 40507
Email: Granicus@lexingtonky.gov
Invoice frequency: quarterly

3.6 Granicus Managed Service Fees shall automatically increase from the previous Managed Service Fees by three (3) percent per year for all products on July 1, 2017 and on every July 1st, thereafter. Client shall receive a budgetary quote from Granicus by December 1st of each year.

3.7 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training must be completed within ninety (90) days of the date of the project kickoff call. Any purchased training not used during this ninety (90) day period will expire. If Client feels that it is necessary to obtain more training after the initial ninety (90) day period, Client may purchase additional training at that time.

3.8 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data,

information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted pursuant to Section 5.2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each Party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other Party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other Party's Trademarks shall be subject to the prior written approval of such other Party, approval of which shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data), or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the total amount of Managed Services Fees paid by Client under this Agreement for the six (6) month period prior to the date the claim arose, regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information of the other Party. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.2 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) if permitted by applicable law, notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for twenty-four (24) months, subject to sufficient appropriation of funds. This Agreement shall automatically renew for terms of one (1) year each, subject to sufficient appropriation of funds, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

(c) Client shall refer to Exhibit E for the four (4) termination/expiration options available regarding Content.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6, 7, 8.2, 11, and 12 of the Agreement, and applicable provisions of the exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the termination or expiration options regarding Content as set forth on Exhibit E, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may terminate this Agreement and refund any prepaid fees to Client for which it has not received the services.

10. INTERLOCAL AGREEMENT.

10.1 This Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use, including the products and services and fees applicable thereto. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. MISCELLANEOUS.

11.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

11.2 Governing Law. The laws of the Commonwealth of Kentucky shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

11.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

11.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

11.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

11.6 Closed Captioning Services. Client and Granicus may agree that a third party will provide closed captioning or transcription services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

11.7 Prior Agreements. Upon the Effective Date, this Agreement shall supersede and replace any previous Agreement between the parties. All prior agreements between the parties are hereby void and of no force and effect.

12. DEFINITIONS. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

12.1 “Confidential Information” shall mean all proprietary or confidential information disclosed or made available by either party pursuant to this Agreement, directly or indirectly, in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection), that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material); provided, however, that Confidential Information shall not include the Content that is to be published on the Client Website.

12.2 “Content” shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus.

12.3 “Client Website” shall mean the Client's existing websites.

12.4 “Granicus Application Programmatic Interface” shall mean the Granicus interface which is used to add, update, extract, or delete information in MediaManager.

12.5 “Granicus Solution” shall mean the Solution detailed in Exhibit A , which may include Granicus Software, Installation and Training, Managed Services, and Hardware, as specified in Exhibit A.

12.6 “Granicus Software” shall mean all software included with the Granicus Solution as specified in the attached Proposal that may include but is not limited to: MediaManager™ (includes Uploader, Software Development Kit, and Podcasting Services), MinutesMaker™ (includes LiveManager), MobileEncoder™, VotingSystem™ (includes Public Vote Display).

12.7 “Hardware” shall mean the equipment components of the Granicus Solution, as listed in Exhibit A.

12.8 “Managed Services” shall mean the services provided by Granicus to Client for bandwidth usage associated with live and archived Internet streaming, data storage, and Granicus Solution maintenance, upgrades, parts, customer support services, and system monitoring, as detailed in the Proposal attached as Exhibit A.

12.9 “Managed Services Fee” shall mean the monthly cost of the Managed Services, as specified in Exhibit A.

12.10 “Meeting Body” shall mean a unique board, commission, agency, or council body comprised of appointed or elected officials that meet in a public capacity with the objective of performing decisions through a democratic voting process (typically following Robert’s Rules of Order). Two or more Meeting Bodies may be comprised of some or all of the same members or officials but may still be considered separate and unique Meeting Bodies at Granicus’ sole discretion. For example, committees, subcommittees, city councils, planning commissions, parks

and recreation departments, boards of supervisors, school boards/districts, and redevelopment agencies may be considered separate and unique individual Meeting Bodies at Granicus' sole discretion.

12.11 "Representatives" shall mean the officers, directors, employees, agents, attorneys, accountants, financial advisors and other representatives of a party.

12.12 "Trademarks" shall mean all trademarks, trade names and logos of Granicus and Client that are listed on Exhibit D attached hereto, and any other trademarks, trade names and logos that Granicus or Client may specify in writing to the other party from time to time.

This Agreement consists of this Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

Exhibit A:	Description of Services and Pricing
Exhibit B:	Support Information
Exhibit C:	Hardware Exhibit
Exhibit D:	Trademark Information
Exhibit E:	Termination or Expiration Options Regarding Content
Exhibit F:	Granicus, Inc. Service Level Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: _____

Mark Hynes

Its: Chief Executive Officer

Address:

707 17th Street, Suite 4000

Denver, CO 80202

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: _____

Name: _____

Its: _____

Address:

Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES AND PRICING

Subject to the terms and conditions set forth in this Agreement, Granicus shall continue to provide Client with certain software and hardware applications and certain services described below and further set forth in Exhibit B.

A. Granicus shall continue to provide Client with the following software and hardware applications:

1. Open Platform and Government Transparency

Open Platform: Granicus shall provide the cloud-based foundation for all applications in the Granicus Solution. It allows users to manage and store an unlimited amount of public meeting data and is the core of the Granicus content management, administration, and distribution tools.

Government Transparency: Granicus shall provide the ability to stream meetings and events live, to link related documents to video, and to improve the search of archives. It includes unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 internal concurrent viewers. This application connects agenda data to the iPad to enable the review of agendas and supporting documents, note taking, and more through the free iLegislate application.

- Archived video editing
- An internal and public-facing citizen web portal
- Live and On Demand streaming of both meeting and non-meeting content
- Timestamp agenda items to index video

2. Meeting Efficiency

- Capable of live meeting minutes automation. Record agenda items, roll call, speakers, motions, votes and notes in real time.
- Post-meeting editing and publishing of minutes
- HTML or MS Word template for minutes publishing

3. Boards and Commissions

Solution for managing the workflow associated with tracking appointments and vacancies within citizen advisory boards, commissions, and committees. This solution includes a citizen-facing portal that lists each board along with board details, the current member roster, and vacancies. The solution provides the ability for citizens to apply for boards online, administrative users to search and filter all applications based on specified criteria, create PDF packets of qualified applicants for review, appoint new members, and generate reports.

The Boards and Commissions module will provide the following functionality:

- Create a customized online application form
- Create and track board and appointment details
- Manage board roster appointments and vacancies
- Provide information to public via an embeddable iFrame for Client website
- Search and filter tools to find qualified candidates

- Create applicant PDF packets
- Generate reports and documents

4. Legistar

- Streamline the business process and workflow through regularly scheduled upgrades.
- Perform tasks associated with legislation drafting, review, approval, and filing process electronically
- Automate the legislative workflow with electronic approvals and signatures
- Live recording of actions, notes, speakers, and attendees will continue through LiveManager.
- Automation of the following business processes to support a streamlined workflow, with modifications to achieve the best practices as necessary:
 - a. Legislation Drafting and Submission: when departments, agencies or Council Member initiate legislation
 - b. Legislation Review and Approval: draft legislation delivered to departments/agencies or meeting body for review and approval
 - c. Agenda Management: create and publish meeting agendas, provide supporting material, and manage status of agenda items (e.g., withdrawal, held, etc.)
 - d. Meeting Management: create meeting minutes, provide supporting material, and manage status of meeting items
 - e. Public Portal: publish items (e.g. agendas, minutes, statuses) and video to Client public portal
 - f. Amendments: can be recorded at every point of the legislative process
 - g. Bill Closeout: record approvals, electronic signatures (Approval Tracking System) and digital filing
 - h. Version Control: full version control of legislative files (not attachments) throughout the legislative cycle
- Electronic legislative history tracking and reporting: ability to research previous and current legislation created within the system and supporting material, the actions taken on the item/current status, and report on it.

Continue to operate InSite webpage

B. Granicus shall provide Client with the following services:

1. Managed Services

Granicus shall provide Client with a comprehensive Managed Services package with every Granicus Solution to ensure long-lasting success while maximizing performance. Managed Services are included in Client's monthly fees outlined below. Granicus shall provide:

- Fully managed and hosted infrastructure offering unlimited bandwidth, storage and the highest security standards of Client's data through a cloud-based platform
- Technical troubleshooting maintenance and support services and guidance for all applications including correction of errors, bug fixes, patches, new versions, releases, plug-ins
- Remote, proactive systems monitoring
- Access to reference and support materials and documentation for all system components
- Access to Granicus support engineers and customer success professionals as further specified in Exhibits B and F.

PRICING

Product	Current Price (YR1)	YR 2 w/ 3% increase	YR3 w/ 3% increase
B&C	\$ 1,000.00/mo	\$ 1,030.00/mo	\$ 1,060.90/mo
Basic	\$ 2,600.00/mo	\$2,678.00/mo	\$2,758.34/mo
County Council License	\$160.00/mo	\$164.80/mo	\$169.74/mo
Word Add In	\$80.00/mo	\$82.40/mo	\$84.87/mo
OP/GT/LM/ME	\$400.00/mo	\$412.00/mo	\$424.36/mo

EXHIBIT B

SUPPORT INFORMATION

1. **Contact Information.** The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) **Mailing Address.** Mail may be sent to the support staff at Granicus headquarters, located at 707 17th Street, Suite 4000, Denver, CO 80202.

(b) **Telephone Numbers.** Office staff may be reached from 6:00 AM to 6:00 PM Mountain time at (720) 240-9586 or toll-free at (877) 889-5495. The technical support staff may be reached at (877) 899-5495 ext. 1.

(c) **Internet and E-mail Contact Information.** The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at customercare@granicus.com.

2. **Support Policy.** When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

3. **Scheduled Maintenance.** Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

4. **Software Enhancements or Modifications.** The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications ("Modifications") into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Agreement, Granicus and Client will use commercially reasonable efforts to enter into a written scope of work ("SOW") setting forth the Modifications to be done, the timeline to perform the work and the fees and costs to be paid by Client for the work.

4.1 **Documentation.** The SOW will include a detailed requirements and detailed design document illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such Modifications shall become part of the licensed Granicus Software.

4.2 **Acceptance.** Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Delivery of the software containing the Modifications shall be complete once such software is delivered and deemed by Granicus to be ready for Client's use. Client will have fifteen (15) days after delivery of the Modifications to notify

Granicus of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

4.3 Title to Modifications. All such Modifications shall be the sole property of the Granicus.

5. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

EXHIBIT C

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Agreement between Granicus and Client, for the Hardware components of the Granicus Solution (the “Hardware”) provided by Granicus to Client. This exhibit is an additional part of the Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Agreement.

1. Price. The price for the Hardware shall be the price specified in the Proposal.
2. Delivery. Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term “sale” or “purchase.”
3. Acceptance. Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client’s acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. Service Response Time. For hardware issues requiring replacement, Granicus shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client’s responsibilities will include:
 - a. Mount server on client rack (if applicable)
 - b. Connecting original network cables.
 - c. Connecting original audio and video cables (if applicable).
5. LIMITATION OF LIABILITY. GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS’ LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.
6. Hardware. In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above-mentioned services under Client’s acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus’ intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not guaranteed.

7. Remote Accessibility. Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with necessary information to diagnose and resolve software problems. Should the Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understand that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours in the event Granicus technicians are unable to access remote Granicus systems.
8. Purchased Hardware Warranty. For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Hardware warranty shall commence on the Effective Date of the Agreement.
9. Use of Non-Approved Hardware. The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.
10. Client Changes to Hardware Prohibited. Client shall not install any software or software components that have not been agreed upon in advance between Client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

EXHIBIT D

TRADEMARK INFORMATION

Granicus Registered Trademarks ® Include:



Granicus logo as a mark

Granicus®

Legistar®

MediaVault®

MinutesMaker®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™ Include:

CivicIdeas™

iLegislate™

InSite™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MediaVault™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

For an updated list of Granicus registered trademarks, trademarks and servicemarks, please visit:

<http://www.granicus.com/help/legal/copyright-and-trademark/>.

Client Trademarks

EXHIBIT E

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination or expiration of the Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to Client at Granicus' actual cost, which shall not be unreasonable.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at anytime.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days, or whenever transfer of content is completed, whichever is later.

EXHIBIT F

GRANICUS, INC. SERVICE LEVEL AGREEMENT

1.1 Up-Time Guarantee. Granicus, Inc. represents and warrants a 99.9% up-time guarantee per month for its hosted services. Granicus, Inc. will provide notification of any system-wide outages within one hour from the time the issue is first recognized by our operations team. Notifications will be posted on status.granicusops.com. Email notifications can be subscribed to from that page.

1.2 Contacting Granicus. The Customer Care staff at Granicus, Inc. may be contacted by the customer via Internet, email, or telephone.

Contact Information

Online (recommended in most cases)	www/granicus.com/createacase
Email (recommended if you do not have Internet access)	customer@granicus.com
Phone (recommended for urgent issues)	(877) 889-5495 ext.1

Support Hours (Mountain Time)

Coverage	Hours	Days
Regular Hours	6:00AM – 6:00 PM	Monday - Friday
Urgent After Hours	6:00 PM – 11:00 PM	Monday - Friday
Emergency On Call	6:00 AM – 6:00 PM	Saturday and Sunday

1.3 Maintenance Services/Response Times. Granicus, Inc. maintenance services and response times will be in accord with the levels and response times set forth below:

- (a) Level 1: Emergency. No parts of the Granicus Suite are functional for the customer, and workflow is severely impacted.

Granicus, Inc. will respond to all Level 1 problems within one (1) hour of notification by the customer of occurrence.

- (b) Level 2: Severely Impaired. One or multiple components of the customer's Granicus Solution are not functioning as intended and customer is not able to complete their workflow in any capacity.

Granicus, Inc. will respond to all Level 2 problems within four (4) hours of notification by the customer of occurrence.

- (c) Level 3: Impaired. One or more components of the Granicus Suite is not functioning as intended, or the customer is unable to complete their workflow in a timely manner. Typically, this includes video files not uploading, document template configuration changes, and other time-sensitive issues.

Granicus, Inc. will respond to all Level 3 problems within one (1) business day of notification by the customer of occurrence.

- (d) Level 4: General. Cases that are non-urgent in nature. Customer can perform the necessary duties they need with their suite of Granicus products.

Granicus, Inc. will respond to all Level 4 problems within three (3) business days of notification by the customer of occurrence.

A response by Granicus, Inc. means that a Granicus, Inc. Customer Care engineer will respond directly to the customer via phone or e-mail with an assessment of the issue. Notification shall be the documented time that the customer either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies the customer there is an issue.

1.4 Hardware Replacement. For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by the customer within 1 business day. Hardware service repair or replacement will occur within 4 business days of the request by the customer, not including the time it takes for the part to ship and travel to the customer. The customer shall grant Granicus, Inc. or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep the customer informed regarding the time frame and progress of the repairs or replacements.

1.5 Penalties. For failure to meet the 99.9% uptime guarantee:

One (1) day of managed service per hour exceeding the allowed downtime per month, not including any downtime as defined in Scheduled Maintenance in Section 1.5.

For failure to respond within the defined service response times:

- Level 1: one day of managed service per hour past the one hour response time required.
- Level 2: one day of managed service per hour past the four hour response time required.
- Level 3: one day of managed service per day past the one day response time required.
- Level 4: one day of managed service per day past the three day response time required.

Under no circumstances shall the amount of penalty in a given calendar month exceed the total contracted monthly services fee.

1.6 Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime, and will only take place between 10:00 PM and 4:00 AM Mountain time on Fridays. The reason for this maintenance window is it allows Granicus staff to continue to monitor and test the production system through the weekend, helping ensure a smooth maintenance deployment. Granicus, Inc. will provide the customer with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus, Inc. will clearly post that the site is down for maintenance and the expected duration of the maintenance. Notifications will be posted on status.granicusops.com and can be subscribed to from that page.