

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “**Agreement**”), dated as of August 16, 2013 (the “**Effective Date**”), is entered into between Granicus, Inc. (“**Granicus**”), a California Corporation, and The City of Fresno (the “**Client**”), a municipal corporation.

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 (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) 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 the Solution Description 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 and work of 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 its applicable written specifications 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 costs as outlined in Exhibit A.

3.2 Fifty percent (50%) of all up-front fees are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees are due upon completion of deployment. Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.

3.3 Granicus, Inc. shall send all invoices to:

Name:

Title:

Address:

3.4 Upon renewal of this Agreement, Granicus may include (in which case Client agrees to pay) a maximum increase of the current CPI percentage rate (as found at The Bureau of Labor and Statistics website <http://www.bls.gov/CPI>) or three (3) percent a year on Client's Managed Services Fee, whichever is larger.

3.5 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.

3.6 Additions. Granicus, at its' sole discretion, may add features or functionality to existing product suite bundles for various reasons, including to enhance Granicus' offerings, or improve user satisfaction. During the initial period of this Agreement, the Client understands that

the use of these additional products is included in the originally agreed upon monthly managed services fees.

At contract renewal, the Client acknowledges that this added functionality may have additional monthly managed service charges associated with it and that monthly managed services rates on renewals may have a higher rate than preceding years.

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 to the Client pursuant to Section 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, which approval 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, non-infringement of third party rights, 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 amounts paid by client under this agreement 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. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement 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), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 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. 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.

7.3 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) 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 eighteen (18) months after the date hereof. This Agreement shall automatically renew for an additional three (3) terms of one (1) year each, 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.

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, 6.1, 6.2, 7, 8.3, and 10 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, 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 cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund to Client all license fees paid by Client under the current Agreement.

10. MISCELLANEOUS.

10.1 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.

10.2 Governing Law. The laws of the State of California shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

10.3 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.

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

10.5 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.

10.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party 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.

[The remainder of this page left blank intentionally]

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

- Exhibit A: Proposal
- Exhibit B: Support Information
- Exhibit C: Hardware Exhibit
- Exhibit D: Trademark Information
- Exhibit E: Termination or Expiration Options Regarding Content

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

GRANICUS, INC.

By: 

Tom Spengler

Its: Chief Executive Officer

Address:

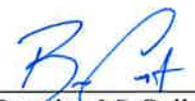
600 Harrison St, Suite 120

San Francisco, CA 94107

APPROVED AS TO FORM:

DOUGLAS T. SLOAN

City Attorney

By:  5/16/13
Date
Brandon M. Collet
Deputy City Attorney

CITY OF FRESNO

By: 

Name: Bob Callistro

Its: Acting Purchasing Manager

Address: 2600 Fresno St. Rm 2156
Fresno, CA 93721

Date: 8/27/13

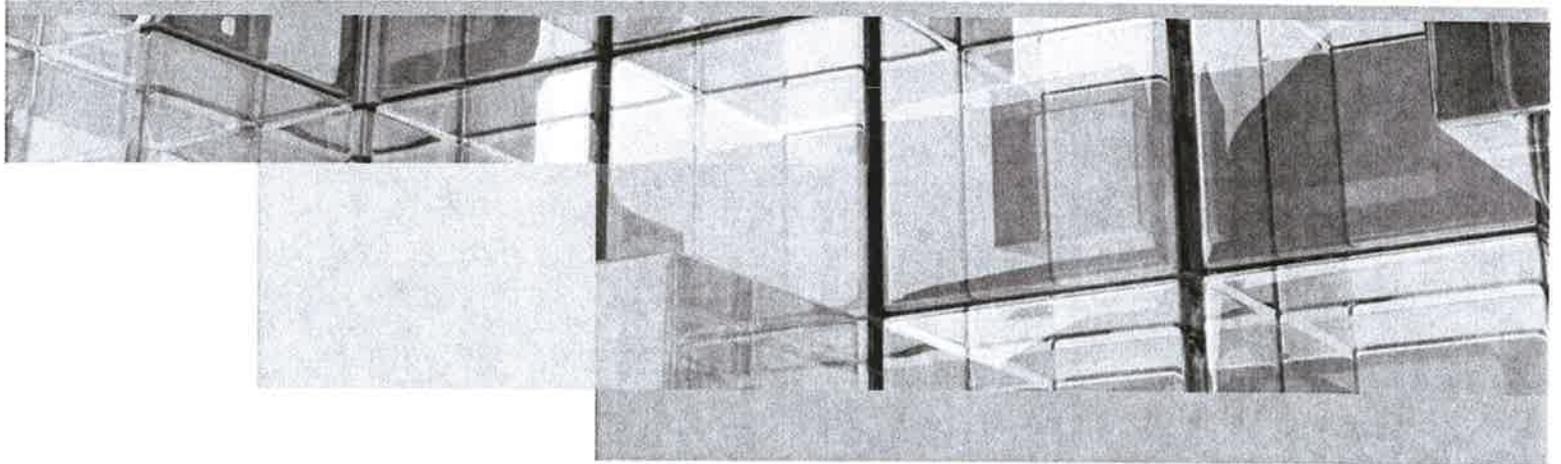
EXHIBIT A

PROPOSAL

[The remainder of this page is left blank intentionally.]

Proposal for City of Fresno

Government Transparency, Efficiency, and Collaboration Solutions



Proposal presented to:

POC; Yvonne Spence

Date: 8-5-13

Granicus Plan to the City of Fresno

8-5-13

Dear Yvonne,

Thank you for considering Granicus, we're excited to support Legislative Management initiatives/needs. It has been a pleasure to work with the City of Fresno for the last 5 years. We look forward to establishing a rewarding, long-term relationship with you.

On the following few pages, you will find a breakdown of the needs that we have uncovered, our proposed solution, some of our key differentiators, detailed pricing, and a checklist that outlines our next steps.

Primary Business Mission

During our conversations and assessment of City of Fresno's primary business challenges, we discovered the following issues:

- City of Fresno wants to automate and improve Legislative workflows around document creation, version control, and approval tracking by creating full visibility and immediate access to Legislative items in a central and secure depository. This would solve a key problem for searching council information and policy which is cumbersome for Elected Officials, Staff, and Citizens

Problems

- Semi automated process for creating agenda
- From SharePoint to Agenda build there is much cutting and pasting
- It is time consuming taking supporting documents and making a link for each item for the web
- Takes time and money for copy center to build out two agenda's. This is a duplication of process
- There is no search engine to search council documents therefore making research very time consuming
- High Paper consumption and cost
- Minutes take almost a week to complete

Solutions

We have discussed some specific ways to address the challenges City of Fresno is facing. Below is a list that I believe represents the best possible solutions.

- A solution that stops the manual flow of legislative items
- A solution that provides a single work flow
- A document creation solution
- A legislative tracking and FYI solution for when legislation is moving through the system
- A solution that would allow document, agendas and minutes to be created, tracked, and edited, utilizing a software that is user-friendly
- An Indexing tool to identify certain information and make legislation more searchable
- A solution that allows multiple users to work on a document
- A solution that categorizes/organizes information/documents in an easily usable manner for the tracking of legislative items
- A solution that allows elected officials to Governor on the ipad, by reviewing agendas, annotating and bookmarking items and supporting material on line and off line. The solution would sync to Legislative Software Solution and could be emailed and searched.
- A solution that can expand to an electronic voting system.
- A solution that has an API to integrate with existing City's Software solutions. i.e. video.
- A solution that can expand to indexing live video and cross referencing legislative items with video content
- A solution that would upgrade easily to an automated minutes solution.
- A solution that can automatically publish content to the web

Value and Impact of Success

We discussed how City of Fresno would measure and determine success with proposed Granicus solutions. The following were items that you wanted to achieve:

- Savings in time by staff
- Positive feedback from public because of search ability
- An easier transition to get elected officials to use iPads for paperless agenda's
- Minutes Clerk would have a more time because of automated workflow and less for council to have to read
- Searching the legislative history would be valuable for staff and citizens
- Decreased steps in the agenda creation process
- A solution that allows the public more transparency
- A user friendly and simple public facing navigation for searching and reporting of legislative history
- A solution that makes its members and staff look innovative

- A solution that is future proof – i.e. integrating new solutions when appropriate. This again will save future costs, by having a company that produces new technology and integrates with existing solutions.
- A solution that includes all future software upgrades

Plan

City of Fresno would like to “go live” with its first meeting by Q1 of 2014 We can typically deploy new solutions within 60-90 days from receiving the Purchase Order. In an effort to keep us on goal with your preferred “go live” date we will need the PO and authorized service agreement submitted to Granicus by August 15, 2013

Over 900 jurisdictions have selected Granicus as a partner to help them build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in productive new ways. Granicus has over 35 years of government-focused experience, which has allowed us to develop tools with government in mind and meet the market demand. We hope that you enjoy being part of the Granicus client family.

Most Sincerely,

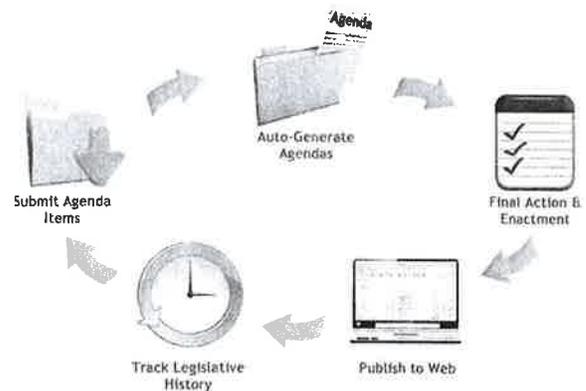
Tom Duncan
Software Sales Executive
916-230-7152
Granicus, Inc.

- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- On-demand streaming to mobile devices*
- Available for on-demand playback only

Legislative Management Suite

The Legislative Management Suite offers a complete and automated agenda workflow solution. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Seamlessly connect agenda data to the iPad to review agendas and support documents, take notes and more through the iLegislate application. Capture all meeting actions after the meeting into the public record. Plus, you can organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. This Suite also allows you to track legislation from inception through approvals and actions taken. [Click here](#) for more information on the Legislative Management Suite.

- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication
- Organize, store and retrieve documents
- Continuous legislative workflow
- Track and search legislative data



Budgetary Impact

Your Granicus solution was based on your specific government transparency and public meeting efficiency needs. Our pricing reflects our commitment to supply customers with the highest value and quality software and support.

| Item | Units | Upfront | Monthly |
|------------------------------|----------|--------------------|-------------------|
| Open Platform | 1 | \$0.00 | \$500.00 |
| Legislative Management Suite | 1 | \$24,200.00 | \$980.00 |
| Professional Services | 1 | \$4,700.00 | \$0.00 |
| Total | 1 | \$28,900.00 | \$1,480.00 |

- All suites require the Granicus Open Platform
- All suites (except Meeting Efficiency add-ons) include hardware and software
- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality

This proposal expires on August 15, 2013

Proposed Solution

Granicus® Open Platform

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. [Click here](#) for more information on the Granicus Open Platform.

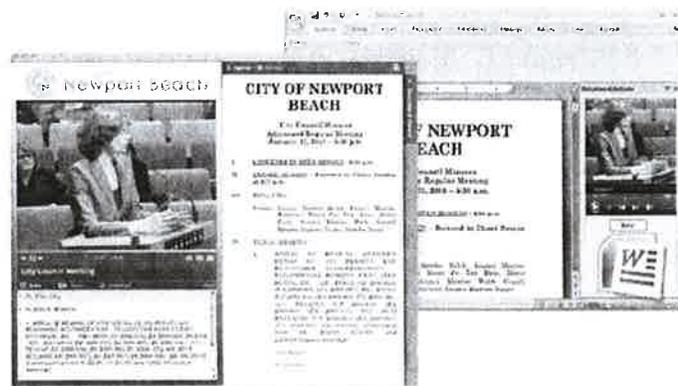
- Unlimited content storage and distribution

Future Possibilities

Meeting Efficiency Suite

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. With VoteLog, allow the public to track legislation, ordinances and even voting member records through your website. This Suite also allows you to seamlessly integrate with agenda solutions already in place. [Click here](#) for more information on the Meeting Efficiency Suite.

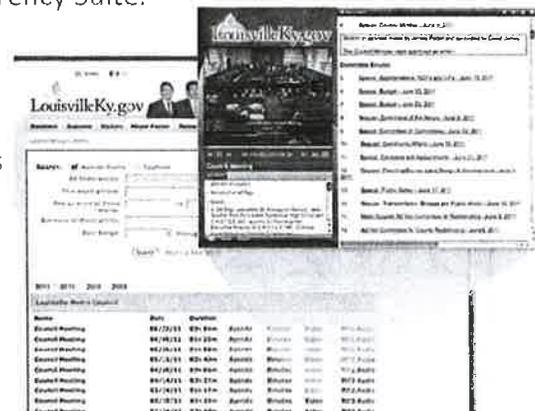
- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes



Government Transparency Suite

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes and more through the iLegislate application. [Click here](#) for more information on the Government Transparency Suite.

- Stream unlimited meeting bodies and events live
- Intelligent media routing
- Index video in real-time and link to relevant materials
- Build reports and analytics on visitor trends
- Paperless agenda for the iPad
- Offer downloadable media formats



Electronic Voting and Public Displays (suite add-ons)

This addition to the Meeting Efficiency Suite gives elected officials a new way to participate in public meetings using touch-screen displays to record motions and votes as well as request to speak. View full agendas, supporting materials, the current item, speakers and vote results all from the touch-screen display. Record actions directly from elected members and ensure greater accuracy. Help your audience follow fast-paced meetings with a public display that shows current item, vote results and more.

- Touch-screen displays
- Digital speaker queue
- Vote and roll call automation
- Review paperless agenda packets



Meeting Services

Granicus Meeting Services provide turnkey solutions for public meeting needs. Our Meeting Services solutions take public meeting efficiency to the next level by eliminating the need for staff to manage any webcasting technology during the live event. The Granicus staff handles all webcast production needs to ensure that your meetings are successfully captured and delivered over the Web.

Webcasting Services

Granicus provides fully-managed live and on-demand streaming of public meetings and events. Meeting videos are fully searchable, indexed to agenda items and cross-linked to supporting materials, providing your audience with a completely integrated public record.

Reach the broadest audience possible over smart phones and mobile devices with cross-platform compatible archived webcasts. Plus, our Design staff will create a portal for webcasts that matches the look and feel of your existing website, offering a better end-user experience.

Closed Captioning Services

Engage new audiences and support ADA (Americans with Disabilities Act) compliance with closed captioning for your meetings. Give your audience greater accessibility and allow them to search archives for any word spoken during the meeting. Captions can be recorded in real-time or added to archive meetings.

Certified Transcription Services

Produce a complete, word-for-word transcript and give the public a written account of your meeting. Transcripts can be attached to archived videos and published online as supporting documentation. This service is available for archived meetings only.

Minutes Annotation Services

Let Granicus help you complete and produce your meeting minutes. Stay consistent with your previously published minutes documents and choose your preferred format: action, summary, or verbatim. Minutes can be delivered as Word or PDF documents and published to your website. This service includes post-meeting video trimming and time stamping.

Audio and Visual Production Services

Rely on experienced AV technicians to ensure that your meeting is flawlessly captured. We will work with you to determine your live meeting needs and can provide the following services:

Cameras and Microphones

We can provide an audio and video solution to fulfill the customer's needs. We offer a variety of camera and microphone configurations and will work with you to find the setup that best meets your need and budget. All options include onsite technicians who setup, manage and strike equipment.

Additional Equipment

Granicus can also provide and support the following items for any event:

- Lighting
- Projectors and screens
- Phone interfaces
- Teleprompting

Indexing and Publishing

For organizations short on staff or resources, allow Granicus to index and publish media content for you. Events will be setup and recorded in MediaManager. Once a meeting is complete, your archive is trimmed, time stamped to create easy to navigate jump to points, and published online.

Advanced Encoding Services

Encoding services allow our clients with existing media recordings to have files re-encoded into Granicus' preferred formats (WMV, WMA). Recordings will be trimmed and uploaded into your specified folder in MediaManager. Granicus will accept files in various formats including VHS, DVD, CD, Dv Cam, HDV, Beta SP, Beta SX, most digital files, audio cassettes, and more.

Public Display

Help your audience follow fast-paced meetings. Display live meeting actions including current agenda item, vote results, and speakers over large monitors both inside and outside the meeting chambers. Push this information to the Web or display results on TV through your cable feed.

Performance Accelerator

This network performance tool allows you to distribute hundreds of simultaneous on-site streams with minimal network impact. Get enterprise class on-site storage and distribution of your video content. This system was designed, architected, and tested for high-performance needs to help you avoid single points of failure.

Advanced Website Integration

Website integrations are customized to match the look and feel of your website. Granicus offers multiple options to give you the results you want. From sectioned view pages organized by meeting bodies, to a listing of original programming organized by content, Granicus will design and create pages to help you better manage your online media.

Managed Services

Granicus provides a comprehensive Managed Services package with every solution to ensure long-lasting success with our technologies while maximizing your solution's performance. Our fully managed and hosted infrastructure offers unlimited bandwidth, storage and the highest security standards of your data through a cloud-based platform. Our remote, proactive systems monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance.

The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. You also receive continual access to advanced learning tools and the hands-on support, knowledge, and expertise of our skilled Support Engineers and Customer Advocacy professionals.

| Professional Services | Open Platform | Government Transparency | Citizen Participation | Meeting Efficiency | Legislative Management | |
|--|---------------|-------------------------|-----------------------|--------------------|-----------------------------|--|
| Managed Deployment | | | | | | |
| Encoding Appliance | | • | | • | | One-time installation of an on-premise unified encoding and storage appliance. |
| Hosted Web-Based Application | • | • | • | • | • | Activation of a hosted media and content management application. |
| Agenda Parser | | • | • | • | | Installation of the agenda parser to read and parse documents automatically. |
| Meeting Software | | • | | • | | Local installation of software in meeting chambers to boost minutes efficiency. |
| Public Display | | | | • | | Application installation to live broadcast text displays of meeting actions in-person, online, or over TV. |
| Touch-screens | | | | • | | Local installation of touch-screen monitors and applications in meeting chambers. |
| Workflow Assessment & Configuration | | | | | | |
| Workflow Assessment | | | | • | • | Careful workflow review and software configuration. |
| Workflow Implementation | | | | • | • | Hands-on guidance and support to ensure smooth and successful user adoption. |
| Onsite Training and Meeting Support | | | | ½ Day/ 1 MB* | 2 Day/ Sys Admin | On-premise support and mentorship to guide users during a live meeting. |
| Product Training | | | | | | |
| Self-Paced Online | • | • | • | • | • | On-demand online training courses accessible anytime, anywhere. |
| Instructor-led Online Training Series | | 6 hrs/ 8 Users | | 12 hrs/ 1 MB | 5 Day Combo w/ Onsite | Live online training led by a training professional in a classroom environment. |
| Onsite Training and Meeting Support | | | | 1.5 Day/ 1 MB* | 5 Day Combo w/ Online | Intensive hands-on training at the clients' location to address unique user needs. |
| Web Integration & Design | | | | | | |
| Standard Website Integration | • | | | | | Standard media player and media portal embedded into customer's branded website. |
| Customized Website Integration | | • | • | • | | Custom design and integration of a media player and media portal to match the look and feel of the customer's branded website. |
| Legislative Portal Website Integration | | | | | • | Standard portal for legislative information that matches the look and feel of customer's branded website. |
| Document Assessment | | • | • | • | | Analysis of current document layouts to ensure content importing and management is successful. |
| Customized Agenda Template | | • | • | • | | Development of an HTML agenda template to support indexing, search, and electronic comments. |
| Customized Minutes Template | | | | • | | Development of a minutes template in HTML or Microsoft Word to support video links. |
| Standard Reports | | | | | • | Standardized report templates for agendas and minutes. |
| Public Display Template | | | | • | | Configuration including graphics, colors, fonts, and standard text elements. |

Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
 - Over 1,00 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of a native iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, as well as stream archived videos
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>

Customer Testimonials

Pull from [testimonial page](#) or [case studies](#).

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 600 Harrison Street, Suite 120, San Francisco, California, 94107.

(b) **Telephone Numbers.** Office staff may be reached from 8:00 AM to 7:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 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. **Recognized Client Representatives.** Granicus strives to provide unparalleled support to its Clients by ensuring that Client staff is properly educated and is prepared to maximize its Granicus Solution. Any Client Representative who wishes to participate and receive Granicus customer advocacy services shall participate in and complete the training program that is suited for the Granicus Solution. Once a Client Representative completes the training, that Representative will be recognized in Granicus' internal system as qualified to receive support and ongoing education services. All Client Representatives are eligible to receive technical support services, regardless of participation in the training program.

3. **Support Policy.** When Granicus receives notification of an issue from Client, a Granicus account manager or technical support engineer will respond directly to the Client via phone or e-mail with (a) an assessment of the issue, (b) an estimated time for resolution, and (c) will be actively working to resolve the issue as appropriate for the type of issue. Notification shall be the documented time that Granicus receives the Client's call or e-mail notifying Granicus of an issue or the documented time that Granicus 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.

4. **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 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 Client will be provided as much advance notice, if any, as possible under the circumstances.

5. **Software Enhancements or Modifications.** The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Service Agreement, Granicus and Client will use commercially reasonable efforts to perform all tasks in the Statement of Work ("SOW"). Upon the Client's request for such enhancements/modifications, the Client shall prepare a SOW for the specific project that shall define in detail the Services to be performed. Each such SOW signed by both parties is deemed incorporated in this exhibit by reference. Granicus shall submit a cost proposal including all costs pertaining to furnishing the Client with the enhancements/modifications.

5.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

5.2 Acceptance. Client understands that all work contemplated by this exhibit is on a “time-and-materials” basis unless otherwise stated in the SOW. Within ten (10) business days of Granicus’ completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to Client, Client will provide Granicus with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. Client agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

5.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

6. 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.

[End of Support Information]

EXHIBIT C

GRANICUS, INC.

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Service 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 Service Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Service 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, Inc. 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, Inc. or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. 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 be guaranteed.

7. **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.

8. **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.

9. **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.

[end of Hardware Exhibit]

EXHIBIT D

TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus®

MediaVault®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

Client Trademarks

EXHIBIT E

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination by Client or expiration of the Service 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 optional media: data CD, external hard drive, or Granicus provided FTP site. A CSV, XML, and/or database file will be included providing clip information, and/or legislative content.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content using the Granicus Application Programming Interface. This option shall be provided free of charge.

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.