

Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between the party procuring Granicus Products and Services ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "**Party**" or collectively as "**Parties**".

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

"Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

"Statement of Work" or "SOW" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. **Ordering and Scope**

2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement with prior written approval from Client's Contract Administrator, and so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.
- 3. Use of Granicus Products and Services and Proprietary Rights**
- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").
- 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
- 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.
- 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
- 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
- 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. Data Obtained through the Granicus Advanced Network

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

- 3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
- 3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 3.3.4. Client must not use the Services as a door or signpost to another server.
- 3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
- 3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 3.3.7. Use the Granicus Products and Services for any unlawful purposes;
- 3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- 3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. **Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

- 4.1. **Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. **Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.

5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

- 9.2. Indemnification by Client.** Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.
- 9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

- 10.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.3. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.
- 10.4. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other

nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

- 10.8. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.9. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.
- 10.10. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.
- 10.11. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.
- 10.12. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.
- 10.13. Contract Administrator.** The Client's employee responsible for the administration of this Agreement is Tonya Digiorno, Director, Information Technologies, or successor.



GRANICUS

STATEMENT OF WORK

ORDER DETAILS

Prepared By: John Redfern
Phone: +1 3102660243
Email: john.redfern@granicus.com
Order #: Q-185482
Prepared On: 07/11/2022
Expires On: 09/30/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 45 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Government Experience Cloud (ENTERPRISE) – Set-up & Config	Up Front	1 Each	\$125,700.00
SUBTOTAL:			\$125,700.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Experience Cloud (ENTERPRISE)	Annual	1 Each	\$58,874.40
SUBTOTAL:			\$58,874.40

Optional Software Solutions			
Solution	Billing Frequency	Quantity/Unit	Associated Fee
Digital Forms & Workflow Automation* (60 users, 200 forms)	Annual	1 Each	\$4,887.00
Customer Service System* Digital Services (up to): 15 Annual Cases (up to): 70000	Annual	1 Each	\$7,623.65
Payment Connector (Stripe - Standard)	Annual	1 Each	\$0.00
SUBTOTAL:			\$12,510.65

* Requires Government Experience Cloud (Enterprise)

Optional Value-add Solutions			
Solution	Billing Frequency	Quantity/Unit	Associated Fee
Training - OpenForms	Upon Delivery	1 Each	\$1,140.00
Training - OpenCities	Upon Delivery	1 Each	\$1,425.00
govService Training Bundle	Upon Delivery	1 Days	\$6,175.00
GXG Ignite	Up Front	1 Each	\$74,472.96
GXG Government Experience Services - Non-Recurring	Up Front	1 Each	\$40,000.00
Digital Service Build Credits	Up Front	4 Each	\$0.00
SUBTOTAL:			\$123,212.96

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Government Experience Cloud (ENTERPRISE)	\$61,818.12	\$68,726.92
SUBTOTAL:	\$61,818.12	\$68,726.92

Optional Solution(s)	Period of Performance	
	Period 2	Period 3
Digital Forms & Workflow Automation* (60 users, 200 forms)	\$5,131.35	\$5,704.83
Customer Service System* Digital Services (up to): 15 Annual Cases (up to): 70000	\$7,995.72	\$8,889.32
Payment Connector (Stripe - Standard)	\$0.00	\$0.00

* Requires Government Experience Cloud (Enterprise)

Subtotal: \$478,564.27

Project Contingency**	\$31,500.73
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** For each work assignment performed under Project Contingency, Granicus shall provide a written quote to Client's Contract Administrator. Upon receipt and approval of each quote, Client's Contract Administrator will issue a separate written email authorization to Granicus for each work assignment identifying a description of the services to be performed, any required deliverables, including materials, supplies, reports, certifications, or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Granicus shall not commence work until receiving the written email authorization. No payment will be made for any work performed prior to issuance of a written email authorization or beyond the earlier of the expiration date of the email authorization or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the email authorization.

Total Not-to-Exceed Amount: \$510,065.00

PRODUCT DESCRIPTIONS

Solution	Description
OpenCities Content Migration	Content Migration Delivery: Once we have agreed upon a strategy and a timeline, our team of migrators will work to deliver your project by the designated deadline. At the end, you will receive: • Access to the system with all agreed pages moved over • A recap document that details anything your team should know about what we migrated as well as recommendations Client Responsibilities: • Completion of an AIM Spreadsheet (provided by OpenCities) listing all pages in hierarchical order classified as either Archive, Improve or Migrate (or purchase the Content Rationalization package add on) • Identify individual or team with the ability to clarify questions and promptly make decisions about migration questions • Provide a desired folder structure for files (if contracted) What's IN scope? • Content managed within your current CMS • Documents/images (if contracted) What's NOT in scope? • Anything within an iFrame or embedded HTML content • Dynamic content pulled from other systems • Content not managed within CMS • JavaScript, CSS, or other custom code • Interactive web forms and/or single page applications • Written content within image/diagram • Content contained inside a PDF file • Documents and images on pages marked "Archive"

Solution	Description
GXG Information Architecture	Updating your website's Information Architecture (IA) is key to improving the overall user experience. Our IA process involves website data analysis, user research and user testing, and other best-practice methodologies that serve to seamlessly bridge your goals with user needs. This effort will result in a strategic and scalable approach to content priorities, a development of a navigation structure for your new site, and the creation of an actionable implementation strategy for your existing content. Activities include: • Kickoff: Align on goals, expectations, timelines, and deliverables • Data Audit: We'll review surveys, Google Analytics, and any other piece of data to get a sense of how the website is currently utilized, what the user priorities are, and how the current content is meeting their needs. • User engagement: Conduct up to one (1) card sort with up to forty (40) external users OR up to one (1) tree test with up to forty (40) external users Deliverable: • Recommendations & Implementation Report. Includes new Information Architecture map, connecting individual pages to their new categories and location in the site tree Assumptions: • Covers analysis and IA for sites with up to 2,500 URLs. • Three-month period of performance to be completed within the contract period. • Does NOT include a content audit. • Does NOT include content creation. • Client sources external users for testing. • Does NOT include document review.

Solution	Description
GXG Digital Services Academy	Digital transformation is more than just creating PDFs as online services. It's about creating a digital experience that starts long before the user gets to the online form. GXG experience strategists will help your team think about your top services through a user experience lens, focusing on journey mapping, user stories, content improvement, user testing, and smart forms that include workflows and smart logic, learning how to support an improved user experience from the start. The Digital Services Academy lays the foundation for better government websites, empowered teams, and engaged users. Activities include: • Insights Session. One (1) 30-min virtual meeting prior to the DSA with GXG and client to align on goals, dates, participants, and services. • Services review. Following the Insights Session, GXG will review each service selected to validate workshop feasibility. • Digital Services Academy. At least one GXG team member will be virtual with your team to facilitate up to three (3), 2.5-hour workshops over the course of one week, on Monday, Wednesday and Friday, for example. Assumptions: • Sold as Firm Fixed Price (not Time & Materials). • Assumes a 1-month level of effort to be completed within the contract period. • Assumes the client has manual PDFs or use another digital tool. • No more than 20 participants for each session. Each participant should attend all three sessions. • NOT for clients that mainly use third-party applications for all services. • NOT for clients that have a centralized content creation model.

Solution	Description
OpenCities SaaS License	The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. The SaaS License includes: • All OpenCities out of the box functionality (excluding optional/premium modules priced separately) • Platform setup and full project management • Managed cloud hosting via Microsoft AzureGov • Ongoing security updates • Ongoing product updates and enhancements • WCAG AA Accessibility maintained perpetually • 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA) • Comprehensive SLA and Support Ticketing system See subscription agreement for details.
OpenCities SaaS License - Setup and configuration package	Installation and setup of OpenCities SaaS, including an assigned Project Manager during the implementation phase.
OpenCities CMS Design	This is a design package tailored for unique city requirements. Requires scoping by implementation.
Training - OpenCities	OpenCities training session for up to 20 people, covering one of these topics: 1. Site Admin training 2. Content Publisher Training 3. Power Publisher training

Solution	Description
govService Essentials Digital Services (up to): 15 Annual Cases (up to): 45000	govService Essentials includes access to: • Access to the selected number of digital services (ie., workflows/business processes) built, activated and live in govService using either Service Designer (includes any services built by Granicus) or prebuilt from the template library. • Annual Case Volume: Limited to the selected number of annual cases submitted for management and resolution in govService. • Template Library: Leverage any number of pre-built templates from an existing library. Agencies may configure settings, permissions, and workflow stages. • Customer Portal: An online self-service portal to provide a common interface where users can access services and personalized information including historical requests. • Back-office Administration: Internal employees processing services are provided a portal to log-in and access assigned tasks, fulfill requests, and complete desired workflow. • Service Designer: Build no-code/low-code digital services using tools such as Form Builder, Integration Manager, and Workflow Designer. • Customer Service Hub: An integrated constituent contact tracking solution for up to three (3) licensed seats; users able to access workspaces such as Inbox, Face-to-Face, Search, Phone Team, and Reception. <i>Note: additional seats will incur additional maintenance costs.</i>
Payment Connector (Stripe - Standard)	A payment integration with Stripe provides an easy method to collect online payments. (Note: Third-party fees may apply, but remain independent of Granicus fees.)

Solution	Description
govService Essentials Online Training	govService Essentials Training includes: • Basic Online Training: up to eight (8) hours of remote training to introduce all core aspects of the solution such as customer portal, case management and system settings. • Form Designer & Workflow Online Training: up to eight (8) hours of remote training to co-build the first digital service. • Integrations Online Training: up to eight (8) hours of remote training with technical users to cover how to use the Integrations Manager and review logging capabilities. • Customer Service Hub Training: up to eight (8) hours of remote training to cover each major digital workspace and configure default system settings.

Solution	Description
govService Essentials Set-Up & Config (P2)	govService Essentials Set-Up & Configuration (Package 2): A site stack which includes test and production versions of the Customer Portal, Staff Portal, and Customer Service Hub. Additional client deliverables include: - Up to fifteen (15) audited services: Each audited service will receive up to four (4) hours of discovery sessions to generate blueprints for service build in govService. Documentation will include a current state process map, future state process map (as recommended, utilizing govService), form field mapping and configuration, and back-office field mapping and configuration. A service must be audited to be considered for form conversion by the Implementation Team. - Up to five (5) form conversions: A one-page client form that is digitized into a service with standard* workflow/notifications. (* integrations to client systems must be scoped separately.) If form conversion effort selected for Granicus build is scoped at a value higher than five (5) build credits, different service(s) must be selected, or additional build credits purchased to cover the additional work required. - Access to remote training: Choose from the selection of courses from the "Basic" and "Advanced" offering lists; up to 40 hours. Courses offered in this package must be delivered within twelve (12) months of contract execution. - Access to four (4) workshops: Access to Granicus technical resources for up to two (2) hours per scheduled workshop. Workshops can be used to solution client-specific technical needs including, but not limited to, self-built service configuration, architecture, and issue resolution. Workshops must be delivered within twelve (12) months of contract execution. Notable Exclusions: - User management: client to self-manage addition or deletion of users past the initial user upload and training on User Permissions - Specific single sign-on solutions are supported but must be scoped separately - Custom design and integrations: all custom work is sole responsibility of client unless explicit scope of work is included
OpenCities Cloud Security License	Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks. Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection and advanced bot detection.

Solution	Description
OpenCities Imperva Security License - Services Setup and Configuration Package	Setup and configuration of OpenCities Imperva Security License
AzureAD Connector License	OpenCities integrates with your Microsoft Active Directories (via AzureAD not on-prem), giving staff the convenience of a single sign-on experience and automatically mapping the appropriate roles and permissions in OpenCities to relevant AD users. For your OpenCities intranet, the Azure AD connector powers your staff directory and organisation chart to ensure they are dynamically updated on a regular basis. This may be used for your web, intranet and subsites.
AzureAD Connector - Services Setup and Configuration Package	Set up and configuration of AzureAD Connector
Accessibility (Web-only) Training and Consultation-Standard	Granicus will provide a front-end website design, excluding third-party tools, compliant with WCAG 2.0 upon completion and only to the extent validated by Granicus' accessible content formatting and testing process. This service includes standard training and services to help the client get started creating and maintaining an accessible website. • Design website in compliance with WCAG 2.0 standards • Test website to WCAG 2.0 standards using automated tool • Develop the client's accessibility statement • Training in accessibility-focused CMS functions • Reformat up to 25 of the client's pages to comply with WCAG 2.0 standards • Onsite Web Accessibility Training in accessibility-focused CMS functions, including what the standards are, why they are important and how to create compliant content

Solution	Description
GXG Writing for the Web Workshop	Content is the most important element of a website. We believe in using best practices to standardize and promote consistency. There's no better time to completely revamp your content than when you're updating your website and moving to a new CMS. We'll teach your team how to undeniably sound like the agency and focus on the user, helping you mature your communications and services over time. Services include: • Workshop kick off: align on goals, dates, and participants / services • Services review: review every service selected to confirm workshop feasibility • One 3-hour workshop (remote) Sold as Firm Fixed Price (not Time & Materials). Assumes a 2-week level of effort to be completed within the contract period. Assumes the client has manual PDFs or use another digital tool. NOT for clients that mainly use third party applications for all services. NOT for clients that have a centralized content creation model (1-2 Content Authors/Publishers for the entire website)
OpenForms Enterprise License (60 users, 200 forms) (Optional Solution)	OpenForms is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. OpenForms is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses. The Enterprise plan to accelerate digital transformation for up to: 60 users, 200 published forms. Key features include:- Workspaces- Response workflows- Custom documents (Certificates, permits, formal letters & more)- Form versioning & scheduling- Drag and drop form builder- Display logic and calculations- Payments- Insights dashboard- Form analytics- Support team access- Save responses- Unlimited responses- Data connections and API access- Up to: 50GB file uploads, 2,000 web API calls per hour, 20 custom documents per form
OpenForms License - Setup and Configuration Package (Optional Solution)	Setup and configuration of OpenForms Team License (5 users, 50 forms)
Training - OpenForms (Optional Solution)	OpenForms training session for up to 20 people.

Solution	Description
GXG Government Experience Services - Non-Recurring (Optional Solution)	WEBSITE CONTENT WRITING To help produce content for your new website, Granicus will rewrite up to one hundred (100) pages of content. Assumes the following: • One (1) page is defined as up to 300 words. For example, a single URL with 550 words would count as two (2) pages. • One (1) round of review and feedback provided by client. Following the review and feedback, Granicus will update the draft content and submit the content to the client. Any additional revisions after final submission will need to be made directly in the draft content document by the client. • Additional revisions by Granicus to a page will count toward the total page count. • Client must provide source content for each page. Net new content creation by Granicus is out of scope. • Must be purchased in conjunction with GXG Ignite. GXG Ignite services will help you define a better, more efficient, and more effective way to collaborate and communicate. • Implementation of approved pages will be made on the new website as part of the content migration process.

Solution	Description
OpenForms Enterprise License (30 users, 100 forms)	OpenForms is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. OpenForms is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses. The Enterprise plan to accelerate digital transformation for up to: 30 users, 100 published forms. Key features include: • Workspaces • Response workflows • Custom documents (Certificates, permits, formal letters & more) • Form versioning & scheduling • Drag and drop form builder • Display logic and calculations • Payments • Insights dashboard • Form analytics • Support team access • Save responses • Unlimited responses • Data connections and API access • Up to: 50GB file uploads, 2,000 web API calls per hour, 20 custom documents per form
OpenForms License - Setup and Configuration Package	Setup and configuration of OpenForms Team License (5 users, 50 forms)
Training - OpenForms	OpenForms training session for up to 20 people.

Solution	Description
govService Essentials Digital Services (up to): 15 Annual Cases (up to): 70000 (Optional Solution)	govService Essentials includes access to: • Access to the selected number of digital services (ie., workflows/business processes) built, activated and live in govService using either Service Designer (includes any services built by Granicus) or prebuilt from the template library. • Annual Case Volume: Limited to the selected number of annual cases submitted for management and resolution in govService. • Template Library: Leverage any number of pre-built templates from an existing library. Agencies may configure settings, permissions, and workflow stages. • Customer Portal: An online self-service portal to provide a common interface where users can access services and personalized information including historical requests. • Back-office Administration: Internal employees processing services are provided a portal to log-in and access assigned tasks, fulfill requests, and complete desired workflow. • Service Designer: Build no-code/low-code digital services using tools such as Form Builder, Integration Manager, and Workflow Designer. • Customer Service Hub: An integrated constituent contact tracking solution for up to three (3) licensed seats; users able to access workspaces such as Inbox, Face-to-Face, Search, Phone Team, and Reception. <i>Note: additional seats will incur additional maintenance costs.</i>
Payment Connector (Stripe - Standard) (Optional Solution)	A payment integration with Stripe provides an easy method to collect online payments. (Note: Third-party fees may apply, but remain independent of Granicus fees.)
govService Essentials Set-up & Config (Optional Solution)	govService Essentials Set-Up & Config includes: • Test and Live Sites: deployment of both a test and live site hosted in a production environment. • Portals: deployment of both Customer and Staff Portals hosted in a live production environment. • Customer Service Hub Configuration: set-up each major digital workspace (Phone Team, Face-to-Face, Reception, Inbox, and Search) and configure default system settings.

Solution	Description
govService Essentials Online Training (Optional Solution)	govService Essentials Training includes: • Basic Online Training: up to eight (8) hours of remote training to introduce all core aspects of the solution such as customer portal, case management and system settings. • Form Designer & Workflow Online Training: up to eight (8) hours of remote training to co-build the first digital service. • Integrations Online Training: up to eight (8) hours of remote training with technical users to cover how to use the Integrations Manager and review logging capabilities. • Customer Service Hub Training: up to eight (8) hours of remote training to cover each major digital workspace and configure default system settings.
Training - OpenForms (Optional Solution)	OpenForms training session for up to 20 people.
Training - OpenCities (Optional Solution)	OpenCities training session for up to 20 people, covering one of these topics: 1. Site Admin training 2. Content Publisher Training 3. Power Publisher training

Solution	Description
GXG Ignite (Optional Solution)	Strategic digital marketing services from the Granicus Experience Group (GXG), a multidisciplinary team of strategists, analysts, communicators and Granicus technology experts. GXG leverages best-in-class human-centered practices and a design-thinking approach to help government better connect with the people they serve. We discover better insights, build better experiences, and achieve better outcomes. GXG Ignite services will help you define a better, more efficient, and more effective way to collaborate and communicate. Our Strategic Blueprint will help you define success, align on a measurement plan, understand key audiences, map ideal future-state journeys, and consider how to tailor content. Services include: • Project Kickoff. Align on timeline, goals and deliverables. • Stakeholder Discovery. Conduct up to one (1) discovery session with key stakeholders OR individual interviews of up to five (5) stakeholders, partners, or constituents. To be determined at kickoff. • Experience Center. Facilitate up to one (1) collaborative virtual workshop with key stakeholders to inform the Strategic Blueprint. Through a series of design-thinking activities and discussion, Granicus will lead your team through our proven, four-step framework to experience planning. With a shared understanding of your goals and current state, Granicus will help you prioritize next steps, identifying immediate quick wins and strategies for long-term success. • Key Findings Report. Includes current state analysis and goals. • Strategic Blueprint. Informed by the Granicus research efforts, this guiding document maps an improved, future-state communications experience. The future-state recommendations in the blueprint include: - o Up to four (4) key audience personas - o Up to four (4) constituent journey maps - o Up to four (4) messaging frameworks - o Performance benchmarks and plan for reporting Sold as Firm Fixed Price (not Time & Materials). Assumes a 6-month level of effort (consecutive or nonconsecutive) to be completed within the contract period. Assumes client has or will soon procure govDelivery, TMS, govService or govAccess.

Solution	Description
govService Build Credits (Optional Solution)	govService Build Credits provide for the requirements mapping, design, development, configuration and quality assurance of the digitization of services. • Each requested service will require scoping. • Granicus will determine the number of Build Credits required to complete a requested service. • Build Credits utilized will be deducted from the total credits purchased once the statement of work is approved and executed by the Client. <i>Note: Build Credits are available to be redeemed from the date of document signature and must be utilized within twelve (12) months. Unredeemed Build Credits will not rollover into additional subscription terms.</i>
Government Experience Cloud (ENTERPRISE)	Government Experience Cloud is a purpose-built software-as-a-service (SaaS) solution that helps local government transform the resident experience to better connect, engage, and serve constituents by increasing workflow efficiencies and maximizing existing technology investments, such as integrations into traditional back-office enterprise solutions.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.

- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- This SOW is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of El Dorado County CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this SOW at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:	Chief Administrative Office, Fiscal	Purchase Order Required?	☒ - No ☐ - Yes
Billing Address:	330 Fair Lane Placerville, California 95667	PO Number: If PO required	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-185482 dated 07/11/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

El Dorado County CA

Signature:



Name:

Lori Parlin

Title:

Chair, El Dorado County Board of Supervisors

Date:

9/20/22

Granicus, LLC

Signature:

Kelly Oliver

Kelly Oliver (Sep 22, 2022 13:14 EDT)

Name:

Kelly Oliver

Title:

Vice President of Contracts

Date:

09/22/2022

Signature:

Brendan Stierman

Brendan Stierman (Sep 22, 2022 12:07 PDT)

Name:

Brendan Stierman

Title:

Contracts Manager

Date:

09/22/2022