



Granicus, LLC.

CAMPAIGNDOCS/ECAMPAIGN SOFTWARE SUBSCRIPTION AGREEMENT

This AGREEMENT ("Agreement") is entered into and shall commence at the full execution of this agreement, by and between Granicus, LLC. ("Granicus, LLC"), and County of El Dorado ("Customer").

SECTION 1: DEFINITIONS

1.1 "Software" means the Granicus, LLC computer program product(s) identified as CampaignDocs and eCampaign and the modules that have been identified in the Scope of Subscription below. "Software" includes Major Releases or Upgrades and/or Maintenance Releases or Updates and/or Patches or Hot Fixes that Granicus, LLC makes commercially available to customers under a current Software Subscription Agreement (or equivalent contract accepted by Granicus, LLC) for which the applicable fee has been paid. Software also includes all related documentation, user manuals, operator instructions and other materials used in conjunction with the Software and provided by Granicus, LLC.

1.2 "Software Releases" include the following.

- a) A "Patch or Hot Fix" or "Update or Rapid Improvement" may contain single or multiple bug fixes. Patches must be installed on top of a Major Release or a Maintenance Release and cannot be used independently.
- b) A "Maintenance Release" or "Update Release" contains bug fixes or limited new functionality. A Maintenance Release or Update Release is designed to provide an incrementally more stable Software environment.
- c) A "Major Release" or "Upgrade" is designed to provide new features or functions or to improve performance. A Major Release may also contain bug fixes and will have undergone quality assurance testing prior to release.
- d) Software release designations shall follow the format X.YY.ZZZZ, where X refers to the Major Release or Upgrade Release level, YY refers to the Maintenance Release or Update Release level, and ZZZZ refers to the Patch or Hot Fix level.

1.3 "Active Filer" is an individual who has current Campaign filing obligations, including separate filings for multiple offices or ballots. The term does not include individual filers who have terminated positions and who have received the Fair Political Practices Commission's required notices.

1.4 "System User" is a user with administrative level access to the Software.

SECTION 2: GRANT OF LICENSE AND USE; SOFTWARE DELIVERY; PAYMENT

2.1 Scope of License. Subject to Customer's compliance with this Agreement, Granicus, LLC hereby grants to Customer a non-exclusive, non-transferable license (without rights to sublicense or to use in a service bureau environment), to use the Software as designed, including user documentation which are delivered to Customer by Granicus, LLC under this Agreement for Customer's internal business purposes only for the period covered by this agreement and paid by the customer. License to Patches, Maintenance Releases and/or Update Releases and subsequent Major or Upgrade Releases to such computer program product(s) requires an active Software Subscription Agreement. Customer shall not copy (other than for archival purposes), modify, transfer to another entity, or use the Software in whole or in part, except as expressly provided for in this Agreement or authorized in the applicable purchase order or proof of license purchase. Software may not be exported, rented, leased, or used to process the data of others.



The Software Modules included in the Scope of this License are as follows:

System Modules	Module Needed
CampaignDocs System	1
eCampaign System	1
Public Kiosk Module	1
Web Redaction / Web Publishing Module	1
Hosting Fee (If Hosted by SouthTech)	1

2.2 Delivery and Installation. The Software and User Guides will be provided by Granicus, LLC electronically via FTP.

2.3 Subscription Fee. Customer shall pay the Subscription Fee listed below. This agreement is renewable on an annual basis. The subscription fee is fixed for the first 3 years. After this period the Customer can renew the agreement at a fee not to exceed COL increases up to 5% per year above the first year price.

In addition, if additional modules are needed, the Customer shall contact Granicus, LLC to upgrade the Subscription. The upgrade fee will be prorated based on which modules are being added. Granicus, LLC has the right to utilize an electronic monitoring tool to report the number of CampaignDocs / eCampaign filers in your organization's system at any given time.

The initial Configuration, Data Import, Training, Roll Out as well as the Software Maintenance and Support is included in this fee.

At the contract termination or conclusion, unless renewed, SouthTech will provide you with the Data and Images in an exported format and the Customer shall stop using the system.



Annual Software Subscription Based on Population of 184,000			
System Modules	Module Needed	Unit Price	Total Price
CampaignDocs System	1	\$5,563.93	\$5,563.93
eCampaign System	1	\$4,769.08	\$4,769.08
Public Kiosk Module	1	\$1,192.27	\$1,192.27
Web Redaction / Web Publishing Module	1	\$2,384.54	\$2,384.54
Hosting Fee (If Hosted by SouthTech)	1	\$1,526.80	\$1,526.80
Subscription Fee			\$15,436.62
Multi System Discount			-\$1,543.66
Subtotal Subscription Fee	4		\$13,892.96
No Tax - FTP Download			\$0.00
Annual Grand Total			\$13,892.96

* Software Subscription is offered at minimum commitment of 3 years

2.4 Payment. Software Subscription will be invoiced to Customer on an annual basis for the upcoming period. The first payment will be submitted upon the project kick-off. Payment terms are Net 30.

Annual Software Subscription Billing Based on Population of 184,000				
Invoice	Date	Deliverable	Cost Description	Cost
Annual Invoice for Software Subscription and Hosting Fee	Starting with Week 1		Software Subscription	\$13,892.96
		Annual Software Subscription and Hosting Fee	No Tax - FTP Download	\$0.00
			Invoice Total	\$13,892.96

* Software Subscription is offered at minimum commitment of 3 years



SECTION 3: LIMITED WARRANTY, REMEDIES, LIMITATIONS ON LIABILITY

3.1 Warranty. Granicus, LLC 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.

3.2 No Other Warranties. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, GRANICUS, LLC MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. GRANICUS, LLC DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE WILL OPERATE WITHOUT INTERRUPTION OR WILL WORK IN ALL COMBINATIONS SELECTED BY CUSTOMER.

3.3 Limitation of Liability. EXCEPT FOR CUSTOMER’S BREACH OF THIS AGREEMENT, 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 CUSTOMER FOR THE GRANICUS, LLC 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 CUSTOMER’S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

SECTION 4: PRODUCT MAINTENANCE, TECH SUPPORT AND HOSTING

The active Software Subscription covers all routine maintenance, software problem analysis and resolution, supplemental training, documentation updates, telephone technical support and WebEx sessions. In addition, it entitles the Customer to updates to the software product to maintain compatibility with operating system, database software and our standard enhanced functionality updates.

4.1 Software Maintenance. Under this Agreement the Customer will receive regular and emergency software updates and related professional services for the Software covered by this Agreement. These software updates and services shall include program bug fixes, minor software enhancements and FPPC related software changes. In addition, Granicus, LLC will provide Release Notes that describe the changes to the software.

4.2 Remote Technical Support. Telephone, e-mail and remote access support is available during normal business hours of Monday thru Friday, 8:00 a.m. to 5:00 p.m. The most common situations resolved with telephone support are:

- Minor end-user instructions and training requests
- Issues related to process for end-user to log into the system
- Software bug or error
- Software troubleshooting and trouble resolution
- System malfunction problem identification and resolution
- Software installation problems

- Database preventive maintenance/troubleshooting and problem resolution
- Software performance tuning



4.3 Service Requests and Response Time. Granicus, LLC will respond to non-emergency service requests within 8 hours after receipt of a support call by the Customer. Granicus, LLC will determine the necessary action to resolve a request for service. In order to make this determination the Customer's personnel will provide adequate information that will allow Granicus, LLC staff to determine the severity of the support request and the appropriate response that complies with the terms and conditions of this agreement.

If the service request is an emergency, such as the system is not available to users, Granicus, LLC will respond in 1 hour or less by telephone or remote access.

Customer may request and on-site analysis, training or programming services. These visits shall be scheduled with the Customer's personnel. The Customer is responsible for any time, travel and out-of-pocket expenses. A minimum billable time will be 16 hours.

These services can be purchased at our discounted rates as shown.

Professional Service Rates

Position Title	Standard	Discounted*
Senior Developer Design	\$225.00	\$202.50
Project Manager	\$200.00	\$180.00
Senior Programmer/Analyst	\$175.00	\$157.50
Programmer/Analyst	\$150.00	\$135.00
Trainer/Technical Support	\$125.00	\$112.50

4.4 Additional Optional Block of Hours for Work Requests and Enhancements. If system analysis and software development is needed beyond the scope of this Agreement, Granicus, LLC is available for hire by the Customer to provide with system analysis, system design and programming, testing, implementation and training services. If additional services are needed the Customer can purchase additional professional services at a rate discounted 10% below Granicus, LLC standard professional service rates as shown in Exhibit D.

All work under this section must be approved by the Customer's Office Project Manager or designee prior to Granicus, LLC beginning any work. The scope of work will be included in a written work request approved by the Customer's office. For each work request Granicus, LLC will confirm the priority and provide an estimate of hours required and completion date. Granicus, LLC will track and report the actual time utilized to accomplish the work request in monthly billing statements.



4.5 System Hosting. SouthTech shall host the Customer's CampaignDocs / eCampaign system and provide related services to Customer in accordance with the terms of this Agreement.

1) Service Level

- a) During the Term of the Agreement, the CampaignDocs / eCampaign will be operational and available to Customer at least 99.9% of the time in any calendar month (the "Availability Agreement"). If SouthTech does not meet Availability Agreement, and if Customer meets its obligations under this Agreement, Customer will be eligible to receive the Service Credits described below.
- b) Definitions. The following definitions shall apply to Availability Agreement.
 - i) "Downtime" means, total number of minutes in a calendar month that the system was not available for use.
 - ii) "Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
 - iii) "Service" means Availability Agreement for SouthTech Business Products purchased by Customer
 - iv) "Service Credit" means the following:

Monthly Uptime Percentage	Days of Service added to the end of the Service term, at no charge to Customer
< 99.9% - >= 99.0%	2
< 99.0% - >= 95.0%	4
< 95.0%	8

- c) Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify SouthTech within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.
- d) Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by SouthTech to Customer for all Downtime that occurs in a single calendar month shall not exceed eight days of Service added to the end of Customer's term for the Service.

2) Security

- a) SouthTech shall utilize a firewall to help prevent unauthorized access to Customer's Website and Data, which will consist of hardware and software designed and configured to control or limit access to our computer and network resources.
- b) SouthTech shall immediately notify Customer of any breach of the firewall detected by SouthTech.

3) Back-Up Data and Disaster Recovery

- a) SouthTech shall back up the Customer's data nightly and retain those back-ups in an offsite location.
- b) In the event of a hardware failure, SouthTech shall restore the back-up data to Customers database.

SECTION 5: INTELLECTUAL PROPERTY RIGHTS

The Software and accompanying documentation are protected by both copyright law and international treaties. Granicus, LLC and its suppliers own all intellectual property rights in the Software and accompanying documentation, and the structure, organization and code contain valuable trade secrets of Granicus, LLC and its suppliers. Granicus, LLC retains all rights not expressly granted hereunder. Customer owns and shall continue to own all proprietary rights to their Customer data stored in the Software.



SECTION 6: TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence at the full execution of this agreement, and will renew on an annual basis, unless sooner terminated in accordance with the section entitled “TERMINATION BY EITHER PARTY”, as set forth elsewhere in this Agreement. Given the services provided by Granicus, LLC have been to the satisfaction of the Customer, the Customer reserves the right to extend the period of this Agreement on a year-to-year basis.

6.2 Termination by Either Party. Either party may terminate this Agreement or any license granted in Section 2 upon 30 days written notice to the other party, if the party breaches any term of this Agreement, and fails to cure the breach within the 30-day period.

6.3 Effect of Termination. Upon conclusion or termination of this Agreement for any reason, Customer shall immediately cease using the Software including any full or partial copies in any form. At the termination, SouthTech System will export the Data and Images from the database and provide them to the Customer in an XML and PDF format. The obligations of the parties under Sections 3 and 5 shall survive any termination of this Agreement.

SECTION 7: PROPRIETARY RIGHT INFRINGEMENT

7.1 SouthTech Software. Granicus, LLC shall defend any claim, suit or proceeding and pay any settlement amounts or damages awarded by a court of final jurisdiction arising out of claims by third parties that the Software infringes any U.S. patent, copyright or trademark, provided that Customer promptly notifies Granicus, LLC of the claim in writing and permits Granicus, LLC to control the defense or settlement of such claim and cooperates in the defense or settlement thereof. Customer shall have the option of being represented by counsel at Customer’s expense. If as a result of any such claim, Customer’s right to use the Software is revoked by a court of competent jurisdiction, Granicus, LLC, at its expense and sole discretion, shall do one of the following: (i) obtain for Customer the right to continue using the Software; (ii) provide Customer with a replacement or modified product with substantially the same functionality as the Software; or (iii) provide Customer with a refund of the last Annual Subscription payment in exchange for termination of Customer’s right to use the Software. Granicus, LLC obligations under this section shall not apply to claims of infringement based upon: (a) use of other than the latest unmodified release of the Software made available by Granicus, LLC or its authorized reseller to Customer, if such infringement would have been avoided by the use of such release of the Software, (b) combination, operation or use of the Software with any non-Granicus, LLC programs or data, if such infringement would not have occurred without such combination, operation or use, or (c) use of the Software after receiving written notice from Granicus, LLC that the Software infringes a U.S. patent, copyright or trademark of a third party. Granicus, LLC’s obligations under this section constitute Customer’s sole and exclusive remedy for a claim of intellectual property infringement. . Any text, data, graphics, or any other material displayed or published on Customer’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.

7.2 Customer Content. The Customer acknowledges that responsibility for all content provided by the Customer for the performance of the Services or otherwise included in the Software (the “Customer Content”) is the sole and exclusive responsibility of the Customer and that SouthTech will not be held responsible in any way for any copyright infringement or violation, or the violation of any other person’s rights or the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity arising or relating to the Customer Content. The Customer agrees to indemnify and hold harmless SouthTech from



and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any such Customer Material provided by the Customer.

7.3 Restrictions. Customer shall not:

7.3.1. 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;

7.3.2. 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 customers;

7.3.3. Customer must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

7.3.4. Customer must not use the Services as a door or signpost to another server.

7.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;

7.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

7.3.7. Use the Granicus Products and Services for any unlawful purposes;

7.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

7.3.9. 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

7.3.10. 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.

7.4. Customer Feedback. Customer assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

7.5. 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 Customer. 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.



SECTION 8: AUDIT

Upon reasonable notice to customer, Granicus, LLC may audit Customer's Software use, either on-site or remotely, in order to determine the quantity of Active Filers tracked in the Software. Should an audit reveal excess use beyond licensed Concurrent Use, Customer shall purchase the requisite number of additional licenses.

SECTION 9: CONFIDENTIAL INFORMATION

9.1 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) nonpublic 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. 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.

9.2. 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.

9.3. 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 Customer provide such notice, Customer 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 Customer. Customer is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

9.4. 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.



SECTION 10: GENERAL PROVISIONS

10.1. Relationship of the Parties. Granicus and Customer 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. Subcontractors. Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.

10.3. 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.

10.4. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, Granicus retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third-party suppliers.

10.5. 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.

10.6. 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.

10.7. No Third-Party Beneficiaries. Subject to Section 10.6, 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.

10.8. 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.

10.9. 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.



10.10 Administrator. The County Officer or employee with responsibility for administering this agreement is Bill O'Neill, Registrar of Voters, Elections Department, or successor.

10.11. 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.

10.12. Entire Agreement. This Agreement, together with all Orders or Statements of Work (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 Customer 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 Customer's request for RFI, RFP, RFQ; and (5) Customer's RFI, RFP, RFQ.

10.13. Reference. Notwithstanding any other terms to the contrary contained herein, Customer grants Granicus the right to use Customer's name and logo in customer lists and marketing materials.

10.14. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Customer's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

10.15. Indemnity. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the COUNTY and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COUNTY employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limit provided for in Civil Code Section 2782.S(a) of the cost to defend charged to CONSULTANT for design professional services. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that COUNTY's failure to immediately or timely notify CONSULTANT does not limit or waive CONSULTANT's defense and indemnity obligations in this Article. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

GRANICUS, LLC

COUNTY OF EL DORADO

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____