

**NINTH AMENDMENT  
TO  
MASTER SUBSCRIPTION AGREEMENT**

**THIS NINTH AMENDMENT TO MASTER SUBSCRIPTION AGREEMENT** (the "Ninth Amendment") is made and entered into as of \_\_\_\_\_, 2025, by and between the CITY OF ORANGE, a municipal corporation ("City"), and GRANICUS, LLC, a Minnesota limited liability company ("Granicus"), with reference to the following:

A. Customer and Granicus entered into a Master Subscription Agreement (Agreement No. 6858) dated October 8, 2019, which is incorporated herein by this reference (the "Original Agreement"); and

B. Customer and Granicus amended the Original Agreement to revise the Scope of Services and increase the compensation by a First Amendment to Master Subscription Agreement (Agreement No. 6858.1) dated July 13, 2020, which is incorporated herein by this reference (the "First Amendment"); and

C. Customer and Granicus amended the Original Agreement to revise the Scope of Work, increase the compensation and revise the term by a Second Amendment to Master Subscription Agreement (Agreement No. 6858.2) dated September 23, 2020, which is incorporated herein by this reference (the "Second Amendment"); and

D. Customer and Granicus amended the Original Agreement to revise the Statement of Work and increase the compensation by a Third Amendment to Master Subscription Agreement (Agreement No. 6858.3) dated April 13, 2021, which is incorporated herein by this reference (the "Third Amendment"); and

E. Customer and Granicus amended the Original Agreement to revise the Statement of Work and increase the compensation by a Fourth Amendment to Master Subscription Agreement (Agreement No. 6858.4) dated May 24, 2021, which is incorporated herein by this reference (the "Fourth Amendment"); and

F. Customer and Granicus amended the Original Agreement to revise the Statement of Work and revise the compensation by a Fifth Amendment to Master Subscription Agreement (Agreement No. 6858.5) dated September 21, 2021, which is incorporated herein by this reference (the "Fifth Amendment"); and

G. Customer and Granicus amended the Original Agreement to revise the Scope of Services and increase the compensation by a Sixth Amendment to Master Subscription Agreement (Agreement No. 6858.6) dated November 15, 2022, which is incorporated herein by this reference (the "Sixth Amendment"); and

H. Customer and Granicus amended the Original Agreement to revise the Scope of Services and increase the compensation by a Seventh Amendment to Master Subscription Agreement (Agreement No. 6858.7) dated February 13, 2024, which is incorporated herein by this reference (the "Seventh Amendment"); and

I. Customer and Granicus amended the Original Agreement to revise the Scope of Services and increase the compensation by an Eighth Amendment to Master Subscription Agreement (Agreement No. 6858.8) dated October 22, 2024, which is incorporated herein by this reference (the "Eighth Amendment"); and

J. Customer and Granicus desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to revise the Scope of Services and increase the compensation.

**NOW, THEREFORE**, the parties hereby agree as follows:

Section 1.     **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2.     **Cross-References.** Customer and Granicus agree that all references in this Eighth Amendment are deemed and construed to refer to the Original Agreement, as amended and as implemented by this Eighth Amendment.

Section 3     **Revised Scope of Services.** The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4     **Compensation.** The Compensation payable to Granicus is hereby increased by FOURTEEN THOUSAND ONE HUNDRED SIXTY DOLLARS and 33/100 (\$14,160.33), as detailed in Exhibit A to this Ninth Amendment.

Section 5.     **Integration.** This Ninth Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Eighth Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Eighth Amendment shall control and govern the rights and obligations of the parties.

*[Remainder of page intentionally left blank; signatures on next page]*

IN WITNESS of this Ninth Amendment, the parties enter into this Ninth Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

GRANICUS, LLC a Minnesota limited liability company

CITY OF ORANGE, a municipal corporation

DocuSigned by:  
\*By: Cale Brakke  
Printed Name: Cale Brakke  
Title: Contracts Manager

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

DocuSigned by:  
\*By: Greg Eck  
Printed Name: Greg Eck  
Title: Senior Manager, Contracts

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathalie Adourian  
Senior Assistant City Attorney

- \*NOTE:**
- *If **CONTRACTOR** is a corporation, the City requires the following signature(s):*  
*(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
  - *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

✓

**EXHIBIT “A”**

**SUPPLEMENTAL SCOPE OF SERVICES**

[Behind this page.]



**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Orange, CA

## Granicus Proposal for Orange, CA

### ORDER DETAILS

**Prepared By:** Chloe Scheer  
**Phone:**  
**Email:** chloe.scheer@granicus.com  
**Order #:** Q-439252  
**Prepared On:** 14 Apr 2025  
**Expires On:** 31 May 2025

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Billing Term**  
**End Date:** 07 Nov 2025  
**Period of Performance:** The Agreement will begin on 6/1/2025 and will continue through the end of the current billing term.



## PRICING SUMMARY

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

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
Granicus Encoding Appliance Software (GT)	0 Each	\$1,385.06
Government Transparency Suite	0 Each	\$15,102.17
VoteCast Standard Package (iLegislate)	0 Each	\$6,291.82
Meeting Efficiency Suite	0 Each	\$11,561.22
Upgrade to SDI 720p Streaming	0 Each	\$2,752.67
<b>SUBTOTAL:</b>		<b>\$37,092.94</b>

*Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.*

*Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.*

*Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).*



Existing Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
eComment	Annual	1 Each	\$3,145.91
Boards and Commissions	Annual	1 Each	\$11,025.39
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
Legistar	Annual	1 Each	\$16,956.45
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$16,207.33
Customizations (Recurring) - govAccess	Annual	1 Each	\$868.24
govAccess Enterprise Search (Tier 2)	Annual	1 Each	\$5,787.04
Send Agenda (Legistar)	Annual	1 Each	\$0.00
govAccess - Maint/Hosting/License Fee - Independent Sub	Annual	1 Each	\$3,087.11
govDelivery for Integrations	Annual	1 Each	\$0.00
Mobile Permitting & Registration	Annual	1 Each	\$4,007.14
Tax Collection	Annual	1 Each	\$0.00
Rental Activity Monitoring	Annual	278 Rental Units	\$4,228.89
Address Identification	Annual	408 Rental Listings	\$8,340.77
24/7 Hotline	Annual	278 Rental Units	\$2,538.61
Compliance Monitoring	Annual	278 Rental Units	\$3,010.61
govDelivery for Integrations	Annual	1 Each	\$0.00



One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Granicus Operations Cloud - Self-Managed Video - Setup, Config, and Training	Up Front	1 Each	\$1,450.00
Self-managed Video Encoder	Up Front	1 Each	\$3,842.50
VoteCast Web - Setup and Configuration	Upon Delivery	1 Each	\$2,650.00
VoteCast Web - Online Training	Upon Delivery	6 Hours	\$2,544.00
24/7 streaming (Granicus Video) -Setup and Configuration	Upon Delivery	1 Each	\$120.00
<b>SUBTOTAL:</b>			<b>\$10,606.50</b>

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Granicus Operations Cloud - Self-Managed Video	Annual	1 Each	\$26,249.99
VoteCast Web	Annual	1 Each	\$9,999.98
24/7 streaming (Granicus Video)	Annual	1 Each	\$2,500.00
Experience Services Credit Accelerator	Annual	25 Each	\$1,249.87
Upgrade to 1080p Streaming	Annual	1 Each	\$5,247.01
<b>SUBTOTAL:</b>			<b>\$45,246.85</b>

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

## CREDITS AVAILABLE

The number of Credits acquired due to the above purchase items:

Available Service Credits	
Total Services Catalog Credits:	50





## TOTAL FEES DUE 6/1/2025 – 11/7/2025

Item	Fees
Prorated Credit for Terminating Subscriptions (6/1/2025 – 11/7/2025)	(\$16,166.77)
Prorated Fees for New Subscriptions (6/1/2025 – 11/7/2025)	\$19,720.60
One-Time Fees	\$10,606.50
<b>Total: \$14,160.33</b>	

## PRODUCT DESCRIPTIONS

Solution	Description
eComment	eComment reduces staff time by providing the ability to effortlessly collect and manage citizen input on agenda items. Citizens are allowed to either submit comments in regards to items or sign up to speak before a scheduled meeting.
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited boards, commissions, committees, and subcommittees</li> <li>• Unlimited storage of citizen applications</li> <li>• Access to up to one (1) Boards and Commissions site</li> <li>• Access to customizable, embeddable iFrame websites for displaying information to citizens</li> <li>• Access to a customizable online citizen application form including board-specific questions</li> <li>• Customizable forms for board details, appointment details, and internal tracking details</li> <li>• Pre-designed document PDFs for applications, board details and rosters, and vacancy reports</li> <li>• Downloadable spreadsheets for easy reporting</li> </ul> <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Solution	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Unlimited data storage and retention</li> <li>• Up to one (1) Legistar database</li> <li>• Up to one (1) InSite web portal</li> </ul>
govAccess - Maintenance, Hosting, & Licensing Fee - Core	<p>The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.</p> <p>Services include the following:</p> <ul style="list-style-type: none"> <li>• Ongoing software updates</li> <li>• Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday)</li> <li>• Access to training webinars and on-demand video library</li> <li>• Access to best practice webinars and resources</li> <li>• Annual health check with research-based recommendations for website optimization</li> <li>• DDoS mitigation</li> <li>• Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)</li> </ul>
Customizations (Recurring) - govAccess	The following described service is a "Customization". A "Customization" is non-standard functional programming that is unique to a particular client and can potentially conflict with visionLive updates.
govAccess Enterprise Search (Tier 2)	Index public 3rd party applications and other non-govAccess websites. Tier 2 solution includes up to 250,000 pages/documents, up to three (3) search engines, and an unlimited annual search volume.

Solution	Description
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
govAccess - Maint/Hosting/License Fee - Independent Sub	<p>Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite:</p> <ul style="list-style-type: none"> <li>• Monthly software updates</li> <li>• Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday)</li> <li>• Access to training webinars and on-demand video library</li> <li>• Access to best practice webinars and resources</li> <li>• Annual health check with research-based recommendations for website optimization</li> <li>• DDoS mitigation</li> <li>• Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)</li> </ul>
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>
Mobile Permitting & Registration	<p>Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation</p> <ul style="list-style-type: none"> <li>- E-Signatures</li> <li>- ACH, Debit, and Credit Payments exclusively powered by Stripe.com</li> <li>- Registration Number &amp; Certificate creation</li> <li>- Document Upload</li> <li>- Renewals</li> <li>- Email confirmation</li> <li>- Admin approval &amp; denial</li> </ul>

Solution	Description
Tax Collection	<p>Tax Collection can be built as a separate mobile-enabled form or coupled with Mobile Permitting &amp; Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT)</p> <ul style="list-style-type: none"> <li>- Remind users when they are registering for a permit/license to also report any back taxes</li> <li>- Collect ACH, Debit, and Credit Payments exclusively powered by Stripe.com</li> </ul>
Rental Activity Monitoring	<p>Ongoing monitoring of Short Term Rental listings for signs of rental activity including historical revenue estimates &amp; occupancy. Coupled with our Tax Collection product, users can also compare historical revenue estimates to actual reported revenue to identify those that may be underreporting and underpaying sales tax (i.e. TOT).</p>
Address Identification	<p>Our state-of-the-art software provides ongoing monitoring of short-term rental platforms including major platforms such as Airbnb, VRBO, Booking.com, and FlipKey. We continually review and update our software to align with the evolving state of the platforms to provide a comprehensive dataset. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes: - Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details on a regular basis - Screenshot activity of every active listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance.</p>
24/7 Hotline	<p>24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos)</p> <ul style="list-style-type: none"> <li>- 24/7 call center for citizens to contact and report complaints verbally</li> <li>- Recordings for all call center complaints</li> <li>- Email notifications to your team when complaints are logged</li> <li>- Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint</li> <li>- SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes</li> <li>- Hotline Dashboard for tracking complaint volumes, trends, and categories</li> <li>- Ability to upload Notes/Comments to each complaint</li> </ul>



Solution	Description
Compliance Monitoring	<p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7</p> <ul style="list-style-type: none"> <li>- Configure letter templates with your branding and letterhead</li> <li>- Add as many letter sequences as you need for escalation</li> <li>- Monitor properties that become compliant after letter enforcement</li> </ul>
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>



Solution	Description
Granicus Operations Cloud - Self-Managed Video	<p>The annual subscription is an outcome-focused solution combining integrated technology, data insights, and experience services to drive operational efficiencies.</p> <ul style="list-style-type: none"> <li>• Strategic Capabilities <ul style="list-style-type: none"> <li>• Designated Experience Partner</li> <li>• Extended LMS Training On-demand</li> <li>• Access to Services Catalog</li> <li>• Biannual CX Program Brief to Review Insights &amp; Recommendations</li> <li>• Online Help Articles and Access to govCommunity</li> </ul> </li> <li>• Data Insights <ul style="list-style-type: none"> <li>• Community Satisfaction and Performance Monitoring</li> <li>• Government Effectiveness Score</li> <li>• Digital Experience Score</li> <li>• Quality of Life Surveys</li> <li>• In-app Reporting and Dashboards</li> </ul> </li> <li>• Connected Technology <ul style="list-style-type: none"> <li>• Video Streaming and Video-on-Demand <ul style="list-style-type: none"> <li>▪ Built-in video indexing with start, stop, and pause controls</li> <li>▪ Video analytics</li> <li>▪ Fully cloud-based</li> <li>▪ Simulcast to multiple platforms including Facebook and YouTube</li> <li>▪ Unlimited meetings, users, and storage</li> </ul> </li> <li>• Public Portal <ul style="list-style-type: none"> <li>▪ Hyperlinked agendas, minutes, and documents</li> <li>▪ Advanced keyword search</li> </ul> </li> <li>• Hardware <ul style="list-style-type: none"> <li>▪ Live Cast video encoder <ul style="list-style-type: none"> <li>• Ongoing security updates</li> <li>• Ongoing product updates and enhancements</li> <li>• Product accessibility maintained perpetually</li> <li>• 99.9% up-time guarantee</li> <li>• Technical Support Reporting (biannual)</li> <li>• Escalation &amp; Care Process</li> </ul> </li> </ul> </li> </ul> </li> </ul>



Solution	Description
VoteCast Web	<p>The Granicus VoteCast Web Application is poised to transform our voting system by harnessing the advantages of cloud technology. This innovative platform provides a secure, scalable, and user-friendly solution for electronic voting, aimed at streamlining the voting process, enhancing accessibility, and safeguarding the integrity of voting results.</p> <p><b>Key Features:</b></p> <p><b>Integration with Legislate:</b> Elected officials can utilize any device to motion, second, vote, and request to speak, with all data seamlessly populating into the clerk software (LiveManager Web) to ensure accuracy and reduce administrative workload.</p> <p><b>Dynamic Meeting Displays:</b> As action items arise during meetings, connected TVs or projectors will automatically display the current agenda item, motion on the floor, vote results, and speaker timers alongside the speaker's name.</p> <p>VoteCast offers:</p> <ul style="list-style-type: none"><li>Unlimited user accounts</li><li>Unlimited meeting bodies</li><li>Access to one Granicus platform site</li><li>Access to the VoteCast Web software application for elected officials</li><li>Access to the VoteCast Web Display software application for outputting meeting proceedings to TVs or projectors in the meeting room</li></ul> <p>We believe that adopting the Granicus VoteCast Web Application will greatly enhance our voting capabilities, ensuring a more efficient and effective process for all stakeholders involved.</p>

Solution	Description
Granicus Operations Cloud - Self-Managed Video - Setup, Config, and Training	<p>The Self-Managed Video edition of Operations Cloud leverages a blend of strategic capabilities, data insights, and technology built for government to deliver an experience aimed at enhancing user engagement and boosting operational efficiency.</p> <p>This solution includes:</p> <ul style="list-style-type: none"> <li>• Stakeholder Kickoff and Project Alignment</li> <li>• Program Management - Weekly / bi-weekly communication</li> <li>• Development/Implementation/component configuration, including: <ul style="list-style-type: none"> <li>o Setup and configuration of the hardware and software</li> <li>o Setup and configuration of the public portal</li> </ul> </li> </ul> <p>Online Training – Up to 12 hours of online training.</p>
24/7 streaming (Granicus Video)	Stay connected and engaged with your audience around the clock using our 24/7 Live Video Streaming Service. Designed for seamless, high-quality broadcasts, this service is perfect for organizations that need uninterrupted video streaming to share content, events, and updates in. This product option is per account, not per encoder.
Experience Services Credit Accelerator	Annual Recurring Service Credits: Enhance your support through the GXC Services Catalog with these additional annual credits, ensuring continuous access to valuable
Upgrade to 1080p Streaming	Upgrade to 1080p Streaming (requires Live Cast and Live Cast Encoder)
VoteCast Web - Setup and Configuration	VoteCast Web setup and configurations services
VoteCast Web - Online Training	Votecast Web - Online Training is for online training for Votecast Web, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
24/7 streaming (Granicus Video) -Setup and Configuration	24x7 streaming video setup and configuration services

## 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 quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-439252 dated 14 Apr 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Orange, 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.
- The Terms and Conditions set forth in the Agreement effective 08 Nov 2019 are incorporated herein by reference.

For All Services Credits (including Service Catalog Credits and SimpleSupport):

Credits must be purchased prior to use and are allocated towards any services performed by Granicus included in the Service Credit portfolio for the number of credits indicated therein. Credits cannot be used towards software subscription purchases. Credits are consumed as Services are performed during the applicable period of performance and must be used during that period of performance or they will expire. If Client fails to use the credits within the period of performance due to factors outside of Granicus' control, Granicus will not be obligated to refund any credits and will be under no obligation to perform the Services.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:  
*The pricing, terms, and conditions of quote Q-439252 dated 14 Apr 2025 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.

Orange, CA	
Signature:	
Name:	
Title:	
Date:	