Subscription and Services Agreement
US/Canada

This Subscription and Services Agreement ("**Agreement**") is effective as of the date an Order or SOW (as defined below) commences that references this Agreement (**"Effective Date"**), and is a contract between the party procuring Granicus Products and/or Services named in the Order or SOW ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company for those Clients located in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients located in Canada ("**Granicus**").

1.   Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products by Client or on Client's behalf. Content expressly excludes Granicus Data;

"Deliverable(s)" means any computer software, and related written documentation, reports or materials developed by Granicus as part of a Services engagement;

"Granicus Data" means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client under the terms of this Agreement either directly with Granicus or through an authorized third party reseller;

"Products" means the: (i) online or cloud subscription services; (ii) on premise software; (iii) embedded software; and (iv) Granicus Data, licensed to Client, and hardware components purchased by Client under this Agreement, as applicable and as set forth in the Order or SOW;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW; and

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

2.   Intellectual Property Ownership and Use Rights.

a)   **Intellectual Property Ownership.**   Granicus and its licensors own all IP Rights in the Products and Granicus Data. Client and its authorized users have no right, title or interest in the Products or Granicus Data other than the license rights expressly granted herein. All rights not expressly granted herein are reserved by Granicus and its licensors.

b)   **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products and Granicus Data can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference.

c)   **Third Party Contractors.**   Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d)   **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee.

e)   **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

f)   **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g)   **Restrictions.** Client shall not:

     (i)   Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or

tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii)   Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iii)   Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(iv)   Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(v)   Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3.   Term; Termination.

a)   **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b)   **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c)   **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the **"Termination Date"**), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d)   **Subscription Term**. The annual term for all Products licensed to Client on a subscription basis begins upon the Effective Date of the applicable Order and are based on subscription term and not actual usage. Products licensed on a subscription basis are deemed delivered upon Initial Availability. Initial Availability of a Product means the earlier of: (i) the issuance of a user name and password to Client to access the Product; (ii) the provision of the Product in its hosted environment on behalf of Client by Granicus technical personnel; or (iii) access to the Product by Granicus or third-party services personnel in order to commence configuration or implementation Services on behalf of Client.

e)   **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

f)   **Non-Appropriation**. Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal

Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

g)   **Effect of Termination.**   Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing.   Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

h)   **Survival.**   Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4.   Fees; Payment.

a)   **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual or subscription fees are due upfront at the beginning of each annual Term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Absent any specific billing frequency, Client will pay fees for Services on a monthly basis in arrears for time and materials engagements, or milestone basis as billed upon delivery of each milestone. GXG Services are billed up front annually prior to the then-current term.   Hardware will be invoiced to Client upon shipment. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. 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).

b)   **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within the payment period, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c)   **Purchase Orders.**   Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d)   **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e)   **Cooperative Purchasing.**   To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f)   **Overages**. For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers. Payment for such overages must be made in the then-current term unless otherwise agreed to by the parties in writing.

g)   **Resellers.** If Client has entered into a separate agreement with an authorized distributor or reseller of Products and/or Services, the terms of such third-party agreement will supersede conflicting terms contained herein solely as they relate to payment schedules and pricing as negotiated between Client and the reseller.

5.   Client Responsibilities.

a)   **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client.

b)   **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c)   **Passwords.**   Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d)   **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's

offices for Services performed onsite. Services delayed or unable to be performed due to lack of Client cooperation or communication will be deemed delivered and no refunds will be issued for such services.

e)   **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f)   **Use of Messaging Services**. Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

6.   Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7.   Representations; Warranties; Disclaimers.

a)   **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b)   **Warranties:**

(i)   Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii)   Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii)   Client's sole and exclusive remedy and Granicus ' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) reperformance of the non-conforming Services for a breach of the warranty in Section 7.b.(ii), provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c)   **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, 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 PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8.   Services.

a)   Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b)   Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.
c)   Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d)   If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9.   Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a)   **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (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 given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b)   Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) 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 (v) 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, but no less than a reasonable degree of care.

c) 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, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d)	Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e)	This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

**11.	Limitation of Liability.**

a)	EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b)	IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS OR GRANICUS' RESELLER, AS APPLICABLE, IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS ($5,000).

**12.	General.**

a)	**Force Majeure.** With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will 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.

b)	**Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c)   **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d)   **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e)   **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) 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. The mailing and email addresses of the Client are as set forth in the Order or SOW, for Granicus as follows:

Granicus
Contracts
1152 15th Street NW, Suite 800 Washington DC 20005
1-800-314-0147
contracts@granicus.com

f)   **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g)   **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h)   **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

j)   **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations including all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

k)   **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

l)   **No Third-Party Beneficiaries.** 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.

m)   **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

n)   **Anti-Corruption**. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

13.   Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14.   Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of this 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. Inconsistencies between documents will be resolved in the following order: (I) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus'

response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. 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.

CITY OF ORANGE, a municipal corporation

_____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney   √

Granicus Proposal for Orange, CA

ORDER DETAILS

Prepared By:	Dilana Vargas
Phone:	
Email:	dilana.vargas@granicus.com
Order #:	Q-488499
Prepared On:	05 Feb 2026
Expires On:	28 Feb 2026

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	07 Nov 2025
Initial Order Term End Date:	07 Nov 2028
Period of Performance:	08 Nov 2025 - 07 Nov 2026

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PRICING SUMMARY

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
eComment	Annual	1 Each	$3,460.50
Boards and Commissions	Annual	1 Each	$12,127.93
Open Platform Suite	Annual	1 Each	$0.00
Open Platform Suite	Annual	1 Each	$0.00
Legistar	Annual	1 Each	$18,652.11
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	$17,828.05
Customizations (Recurring) - govAccess	Annual	1 Each	$955.08
govAccess Enterprise Search (Tier 2)	Annual	1 Each	$6,365.74
Send Agenda (Legistar)	Annual	1 Each	$0.00
govDelivery for Integrations	Annual	1 Each	$0.00
govAccess - Maint/Hosting/License Fee - Independent Sub	Annual	1 Each	$3,395.82
govDelivery for Integrations	Annual	1 Each	$0.00
Mobile Permitting & Registration	Annual	1 Each	$6,296.93
Tax Collection	Annual	1 Each	$0.00
Rental Activity Audit	Annual	278 Rental Units	$6,644.20
Address Identification and Monitoring	Annual	408 Rental Listings	$13,109.04
24/7 Hotline	Annual	278 Rental Units	$3,994.86
Compliance Outreach	Annual	278 Rental Units	$4,728.78
Granicus Operations Cloud - Self-Managed Video	Annual	1 Each	$28,895.20
Self-managed Video	Annual	1 Each	$0.00
Self-managed Video Encoding Software	Annual	1 Each	$0.00
Experience Services Video (Operations Cloud)	Annual	25 Each	$0.00
Premium Video Support	Annual	1 Each	$0.00
Experience Service Catalog Credits Operations Cloud Self-Managed Video	Annual	1 Each	$0.00
24/7 streaming (Granicus Video)	Annual	1 Each	$2,751.93

Experience Services Catalog Accelerator	Annual	25 Each	$1,375.75
Upgrade to 1080p Streaming	Annual	1 Each	$5,775.75
VoteCast Web	Annual	1 Each	$11,007.68
		SUBTOTAL:	$147,365.35

CREDITS AVAILABLE

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

Available Service Credits	
Total Services Catalog Credits:	50

Solution(s)	Period of Performance	
	08 Nov 2026 - 07 Nov 2027	08 Nov 2027 - 07 Nov 2028
eComment	$3,806.55	$4,187.21
Boards and Commissions	$13,340.72	$14,674.80
Open Platform Suite	$0.00	$0.00
Open Platform Suite	$0.00	$0.00
Legistar	$20,517.32	$22,569.05
govAccess - Maintenance, Hosting, & Licensing Fee - Core	$19,610.86	$21,571.94
Customizations (Recurring) - govAccess	$1,050.59	$1,155.65
govAccess Enterprise Search (Tier 2)	$7,002.31	$7,702.55
Send Agenda (Legistar)	$0.00	$0.00
govDelivery for Integrations	$0.00	$0.00
govAccess - Maint/Hosting/License Fee - Independent Sub	$3,735.40	$4,108.94
govDelivery for Integrations	$0.00	$0.00
Rental Activity Audit	$7,308.62	$8,039.48
Address Identification and Monitoring	$14,419.94	$15,861.94
24/7 Hotline	$4,394.35	$4,833.78
Compliance Outreach	$5,201.66	$5,721.82
Granicus Operations Cloud - Self-Managed Video	$31,784.72	$34,963.19
Self-managed Video	$0.00	$0.00
Self-managed Video Encoding Software	$0.00	$0.00
Experience Services Video (Operations Cloud)	$0.00	$0.00
Premium Video Support	$0.00	$0.00
Experience Service Catalog Credits Operations Cloud Self-Managed Video	$0.00	$0.00
24/7 streaming (Granicus Video)	$3,027.12	$3,329.84
Experience Services Catalog Accelerator	$1,513.33	$1,664.66
Upgrade to 1080p Streaming	$6,353.33	$6,988.66
VoteCast Web	$12,108.45	$13,319.29
SUBTOTAL:	**$155,175.27**	**$170,692.80**
Total Services Catalog Credits:	**50**	**50**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

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	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: • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to up to one (1) Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting *Optional custom templates for document or report generation may also be purchased for an additional fee.*
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.
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	Legistar is a Software-as-a-Service (SaaS) solution that enables government

Solution	Description
	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: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
govAccess - Maintenance, Hosting, & Licensing Fee - Core	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. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
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.
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
govDelivery for Integrations	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

Solution	Description
	engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.
govAccess - Maint/Hosting/License Fee - Independent Sub	Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite: • Monthly software updates • Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govDelivery for Integrations	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. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.
Mobile Permitting & Registration	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 - E-Signatures - ACH, Debit, and Credit Payments exclusively powered by Stripe.com - Registration Number & Certificate creation - Document Upload - Renewals - Email confirmation - Admin approval & denial
Tax Collection	Tax Collection can be built as a separate mobile-enabled form or coupled with Mobile Permitting & Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT)

Solution	Description
	- Remind users when they are registering for a permit/license to also report any back taxes - Collect ACH, Debit, and Credit Payments exclusively powered by Stripe.com
Rental Activity Audit	Ongoing monitoring of Short Term Rental listings for signs of rental activity including historical revenue estimates & 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).
Address Identification and Monitoring	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.
24/7 Hotline	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) - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint
Compliance Outreach	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 - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
Granicus Operations Cloud -	The annual subscription is an outcome-focused solution combining

Solution	Description
Self-Managed Video	integrated technology, data insights, and experience services to drive operational efficiencies.

- Strategic Capabilities

- Designated Experience Partner
- Extended LMS Training On-demand
- Access to Services Catalog
- Biannual CX Program Brief to Review Insights & Recommendations
- Online Help Articles and Access to govCommunity

- Data Insights

- Community Satisfaction and Performance Monitoring
- Government Effectiveness Score
- Digital Experience Score
- Quality of Life Surveys
- In-app Reporting and Dashboards

- Connected Technology

- Video Streaming and Video-on-Demand
- Built-in video indexing with start, stop, and pause controls
- Video analytics
- Fully cloud-based
- Simulcast to multiple platforms including Facebook and YouTube
- Unlimited meetings, users, and storage

- Public Portal

- Hyperlinked agendas, minutes, and documents
- Advanced keyword search

- Hardware

- Live Cast video encoder

- Ongoing security updates

- Ongoing product updates and enhancements

- Product accessibility maintained perpetually

- 99.9% up-time guarantee

- Technical Support Reporting (biannual)

- Escalation & Care Process

Solution	Description
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.

Solution	Description
Experience Services Catalog Accelerator	Annual Recurring Service Credits: Enhance your support through the GXC Services Catalog with these additional annual credits, ensuring continuous access to valuable services and resource.
Upgrade to 1080p Streaming	Upgrade to 1080p Streaming (requires Live Cast and Live Cast Encoder)
VoteCast Web	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. **Key Features:** **Integration with Legislate:** 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. **Dynamic Meeting Displays:** 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. VoteCast offers: Unlimited user accounts Unlimited meeting bodies Access to one Granicus platform site Access to the VoteCast Web software application for elected officials Access to the VoteCast Web Display software application for outputting meeting proceedings to TVs or projectors in the meeting room 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.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - o 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.
  - o 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.**
  - o 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.
  - o 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.
  - o 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.

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-488499 dated 05 Feb 2026 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.

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.

GRANICUS

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[ ] - No [ ] - Yes
Billing Address:		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-488499 dated 05 Feb 2026 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:	