GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "**Agreement**"), dated as of September 25, 2013 (the "**Effective Date**"), is entered into between Granicus, Inc. ("**Granicus**"), a California Corporation, and the City of Sanibel, Florida (the "**Client**").

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. "Managed Services" shall mean the services provided by Granicus to Client as detailed in Exhibit A. "Managed Services Fee" shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. PAYMENT OF FEES

3.1 Client agrees to pay all costs as outlined in Exhibit A.

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

For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client's use. For Legislative Management deployment is complete once the hardware and software are installed, tested, and deemed by Granicus to be ready for Client's use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call.

3.3 Granicus, Inc. shall send all invoices to:

Name: Pamela Smith, MMC
Title: City Clerk
Address: 800 Dunlop Rd Sanibel, Fl 33957

3.4 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and

licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for eighteen (18) months after the date hereof. This Agreement shall automatically renew for an additional three (3) terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus

Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund to Client all license fees paid by Client under the current Agreement.

10. MISCELLANEOUS.

10.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

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

10.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent

necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

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

10.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

10.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

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

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

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

GRANICUS, INC.

By: _____

Tom Spengler

Its: Chief Executive Officer

Address:

600 Harrison St, Suite 120

San Francisco, CA 94107

City of Sanibel, Fl.

By: _____

Name: _____

Its: _____

Address:

Date: _____

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

PROPOSAL

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granicus.
connecting government

Promotional Proposal for the City of Sanibel, Fl.

Information presented to:
Pamela Smith
City Clerk
City of Sanibel, Florida

Promotional Proposal Expires:
September 30, 2013

Granicus Proposal to the City of Sanibel

September 24, 2013

Dear Pamela,

Thank you for considering Granicus, we're excited to support your project. It has been a pleasure to work with you thus far and we look forward to establishing a rewarding, long-term relationship.

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

Below you will find a detailed proposal of the solution we have chosen for the City of Sanibel. The **proposal and pricing includes all training, software, hardware, 24/7/365 support, professional services, installation and implementation.**

Over 1,000 jurisdictions have selected Granicus as a partner to help them build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in productive new ways. Granicus has over 35 years of government-focused experience which has allowed us to develop tools with government in mind and meet the market demand. We hope that you enjoy being part of the Granicus client family.

Most Sincerely,

Stephanie DelSignore
Strategic Accounts
(m): 617-947-4002
(d): 415-967-5587
stephanied@granicus.com
Granicus, Inc.

Pricing

SOLUTION	INITIAL INVESTMENT	MONTHLY INVESTMENT
Open Platform Suite	$0.00	$149.00
Government Transparency Suite	$4,475.00	$399.00
Meeting Efficiency Suite	$6,200.00	$345.00
Legislative Management Suite w/ ATS	$18,050.00	$680.00
Laserfiche Integration	$0.00	$100.00
MuniCode Integration	$0.00	$100.00
Shipping	$125.00	$0.00
Sub-Total	$28,850.00	$1,773.00
Tax	$0.00	$0.00
Grand Total	**$28,850.00**	**$1,773.00**

Granicus BOGO Promotion:

The City of Sanibel will **save an additional $372.00 on for the first 12 months of Monthly Investment billing** if a purchase is finalized before September 30, 2013.

See Pricing Terms for more details.

Pricing Terms

Granicus BOGO Promotion: Clients who enter into an agreement with Granicus to purchase a Suite prior to September 30, 2013 are eligible for a one-time promotion. As part of this promotion, Client will receive Monthly Managed Service Fees ("MMS") on any additional Suite(s) of equal or lesser value at a fifty percent (50%) discount during the initial twelve (12) months of the agreement. Discounted billing for Monthly Managed Services will start after deployment has been completed. The MMS pricing will revert to one hundred percent (100%) of the regular price (two times the promotion price) for the additional Suite(s) in year two of the Agreement. Up-front costs are not affected by this promotion. Monthly Managed service fees on Client's current services are not affected by this promotion.

Your Granicus solution requires 3 days of on-site training with your dedicated trainer. You may be billed for travel expenses, including but not limited to, air travel and automobile rentals, as well as lodging expenses. You will receive an itemized invoice for all expenses related to on-site training within 30 days of the completion of the 3 day on-site visit. **You will not be billed in excess of $2,000 per on-site visit**

- All suites require the Granicus Open Platform
- Sales tax may apply depending on your organization's tax status
- Fifty percent (50%) of all up-front fees are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees are due upon completion of deployment.
- Quarterly billing for Managed Services shall begin upon completion of deployment
    - For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client's use.
    - For Legislative Management deployment is complete once the hardware and software are installed, tested, and deemed by Granicus to be ready for Client's use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call.

Sanibel's Custom Cost Analysis

A typical Council agenda process...	Answers
What is the average number of pages for each Council Agenda?	750
Do you have a review/ approval process?	Yes
If Yes, How many items are reviewed for each meeting/agenda?	65
How many approvers are usually involved?	3
How many meetings per month?	1
How many Council members do you have?	5
How many Council members get a paper copy of the agenda?	0
If you print extra agenda copies for a meeting, how many?	0
If you print revisions, what is the avg # of revision pages?	0
How many person-days does it take to prepare an agenda?	4
How many staff hours to distribute packets each meeting (including hand-delivery to council members)?	32
How many public or internal information requests do you get per month?	63
What is the average number of staff hours spent per request (inc printing)?	0.5
Do you ever work late to get an agenda prepared on time?	Yes

ESTIMATED COSTS FOR PACKET CREATION		Monthly	Annually
The estimated number of pages that are printed for the agenda, multiple copies, and printing associated with the review and approval process.		1,101	13,212
Total trees saved. Based on a study by conservatree.org, it requires the equivalent of .6 trees to produce 1 carton (10 reams) of copier paper.		0.13	1.59
Based on a 2011 study by the Minnesota Office of Environmental Assistance (www.moea.state.mn.us) analyzing paper handling, printing and reprinting, the average **cost to print** a sheet of paper is 31 cents.		$341	$4,096
The total **number of staff-hours** your office spends each month on redundant clerical work tasks and paper handling associated with just the City Council agenda workflow process.		99.5	1,194
Average hourly staff **pay rate** (incl insurance, benefits, vacation/sick time, etc)	$35	$3,483	$41,790
Total avoidable preparation and packet production costs per month / year:		$3,923.31	$47,079.72

Proposed Solutions

The Granicus® Open Platform

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

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- On-demand streaming to mobile devices

Granicus Encoding Appliance for Live Webcasting of Audio and Video

With the Granicus Encoding Appliance, you will have the ability to stream live video as well as on-demand videos. The Granicus Encoding Appliance is designed and built to provide government organizations with a complete streaming solution. Each pre-configured appliance is delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application. The encoder can act as a live and archived distribution unit for internal streaming.

- Provides LIVE and on-demand streaming to mobile devices
- Supports extraction and display of embedded closed captions to help maintain ADA compliancy
- Faster archive upload times, less video buffering
- 500 GB of local storage (approximately 1,000 hours of archive content)
- H.264 video codec encoding
- Windows Media or HTML5 and Flash compatible streaming delivery

Our hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards of your data through a cloud-based platform. Our remote, proactive system monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.

Government Transparency Suite

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

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

- **Easy to Use Public Website-** Publish live and archived videos to a media portal on your website to make it easy for the public access your content. Enable audiences to share videos over social networking sites or through email to drive greater visibility and viewership. The Granicus media digital player comes standard with the ability to rewind, fast forward, clip segments and share videos to the social grid.

- **Agenda Index Points –** Deliver a rich user experience by synchronizing and cross-linking materials to the video. Citizens can watch indexed videos, browse agendas and view supporting materials — staff reports, memos, and ordinances — all within a single multimedia player.

- **Advanced Search "Drill Down"-** Empower residents to find the information they need through a self-service search engine. Search across public meeting archives – meeting or event data including agendas, minutes, notes, motions, votes and captions. With advanced filters for date range, data type and more, the public is able to accurately define their search criteria to find the information they need.

- **The Granicus Open API and SDK -** We can provide a fully-documented and supported Application Programmatic Interface (API) and Software Developer Kit. This open architecture enables customers and developers to seamlessly integrate existing or future enterprise systems with Granicus. Developers typically use the API to add, update, extract, delete and ultimately customize how information in presented. We believe that open systems and interoperability are critical components of any modern software solution. Granicus is committed to building open architectures, standards, and lasting partnerships with industry leaders. We want to odder clients the most complete solutions on the market, without forcing them into a single system for all enterprise tasks.

- **Downloadable Media & Alerts**
  - **Downloadable Media -** Offer downloadable podcasts for citizens. Media files can be easily delivered as downloadable video (MP4) formats. Reach more citizens using mobile devices, dial-up computers, and popular media networks including iTunes.
  - **RSS** - Viewers can setup RSS subscriptions to receive automatic notifications when the most recent content is available – specific files, agendas or minutes. This feature simplifies the ability for citizens to get real time updates straight to their inbox.
  - **User Search Alerts** - Just as RSS subscriptions allow residents to receive updates on specific information.

iLegislate—The Granicus iPad App

Paperless Agenda Workflow on the Apple iPad

- Convenient access to meeting agendas and supporting documents
- Reduce paper consumption and move to a paperless environment
- Review agendas and attachments offline and on-the-go
- Easily take notes, bookmark and email agenda items
- Review indexed, archived meeting videos

Government agencies spend thousands of dollars annually printing, copying and binding meeting materials. Not to mention the staff costs for collecting, organizing and distributing these materials. Granicus has always strived to help government agencies cut costs with new technologies. With our latest mobile application, iLegislate, governments can review meeting agendas and supporting documents and archived videos all over the iPad® at no additional cost or staff time. It's been proven to save staff hours in the pre-meeting workflow process, while improving efficiencies.

iLegislate seamlessly connects agenda data to the iPad and makes it available for offline viewing. Elected members and staff can review agendas and supporting documents, annotate PDF documents, take notes and bookmark items of interest. This mobile technology enables users to review meeting materials before, during or after a meeting from any location, even without an internet connection. All of your data is automatically backed up to the Granicus cloud once an internet connection is reestablished. iLegislate is compatible with both Apple iPad versions and is available for free through the Apple App Store™.

Legislative Workflow and Management

The Granicus® Legislative Management Suite

The Granicus Legislative Management Suite turnkey solution for document management of agendas and minutes

The Legislative Management Suite offers a complete document management and automated agenda solution, which increases staff efficiency, organization, and the ease of search capabilities, while also promoting a paperless workflow. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Seamlessly connect agenda data to the iPad to review agendas and support documents, take notes and more through the iLegislate application. Capture all meeting actions after the meeting into the public record. Plus, you can organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. This Suite also allows you to track legislation from inception through approvals and actions taken.

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

Key Benefits

Intuitive User Interface: The Legislative Management Suite provides an intuitive and automated methodology for managing legislative information. The home screen displays the appropriate tools based upon that individual's security permissions, the most recent agendas, minutes, and legislative files that the user has been working on as well as any items pending their approval. This main menu provides immediate access to general reports and statistical data, as well as instant search features.

Easy-to-Use Help Functionality: Granicus provides comprehensive online help features at all screen levels that is logically organized and easy to use. Help information dynamically displays topics related to the current function the user is working on and allows the user to do general searching for help information.

Users can find topics from the tree menu or **keyword search** and find "how to" instructions on all functions. The "Help" key provides categories including topics specific to the form or function they are using, technical support for error message capture, the ability to submit a new feature request (Wish List), and other help functionality. "Help" consists of both tutorial assistance and helpful tips that have primarily been provided by other Granicus users.

Legislative File Assembly

Create a Legislative Item: Legislative files are the building blocks of our entire legislative management system. These items are used to **build all documents assembled and published through the system (agenda items, resolutions, minutes, etc).**

The system generates a unique ID tracking number for each new legislative file. Separate, automatic numbering may also be used for enacted ordinances, resolutions, general file numbering, or the operator may enter a unique identifier.

Legislative files may include:

- File Type and current File Status
- File Number and/or separate Legislative ID
- Introduction, Final Action and Variable Dates
- Associating Costs of Matter
- Controlling Committee
- Legislative Sponsor or Author (one or more)
- Requesting Department/Organization
- Variable User Defined Data and Date Fields
- File Name and Description (variable length)
- Indexed Keywords (one or more)

All data fields are automatically indexed by the system and may be used individually or in combination with other fields for fast information retrieval. With dynamic entries, search is easy. Users can instantly search all text fields for a name, term or other identifier in one step. Granicus creates and maintains a dynamic link between the legislative tracking data described above and the text for each action file. The text of each legislative file may include the title, an analysis or summary, the body of the document, a fiscal note, staff recommendations, suggested motions, and any other supplementary notes and background information.

Draft a Legislative File: The Granicus system includes a complete file text drafting component that allows the City to store and use any number of different templates. The drafting editor includes a complete set of drafting tool including predefined boilerplates available for a specific file type. Additionally, a user can draft a new agenda item based on text from a different file altogether (e.g. a similar past file, an outside Word file, or other imported text).Other standard features include file version control, user definable data fields, spell checking and more.

The system allows multiple staff members to compile information on an issue simultaneously. Meaning, one department or city staff member may be drafting the text of a request, while another is simultaneously linking supporting materials or attachments.

Additionally, the City can define required fields that must be completed in order to process the request, such as a dollar amount. This control not only facilitates the pre-introduction review steps but helps reduce any redirects associated with missing or incorrectly drafted information.

Drafting Tools: System-Based and MS Word: You have the option of using a simple text or Microsoft Word editor and may switch between either at any time. In most cases, the City may use its existing Word templates for consistency and easy transitioning. Either text editor option will provide staff with

approved text or word processing templates. In addition to managing any number of different file types, the City can define different Word templates for each file subtype.

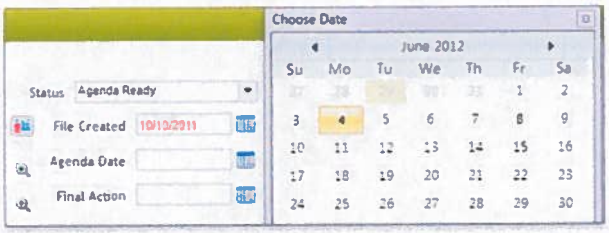
Online Submittal of Agenda Items: Submit agenda items through a simple browser-based form for Council or committee consideration. Departments, Board members and even outside organizations or groups can be given authorization to submit agenda items for Board and Committee consideration from anywhere.

A public logon can also be created to allow citizens to submit their own requests directly to the City. A designated staff member would review these submissions for completeness and to determine which meeting body or department the item should be directed to. The system will then handle the request automatically.

Smart Calendar Management

Overview: The Legislative Management Suite will give the city the ability to schedule, store, and track all dates, times, and locations of its meetings. The City can schedule as far into the future as needed and publish all dates to their public legislative portal. This feature also allows users to manage items and automatically include them on the appropriate agenda without having to predefine agenda dates for all meeting bodies.

Preparing Agenda Items Based on Dates/Schedules:



The system will automatically place an item on the appropriate meeting body's calendar based on the controlling body and the status of the item. This feature gives the Clerk flexibility in managing item placement as well as guaranteeing that items will be acted on and never misplaced. When assigned, file agenda dates are color coded to provide a quick visual reference that indicates past, present or future agenda assignment dates.

The calendar function provides three options for placing an item on an agenda:

1) The requestor may open the calendar icon and select a specific date, if known
2) The requestor may enter a general date and the system will automatically place the item on the next appropriate meeting agenda on or after that date

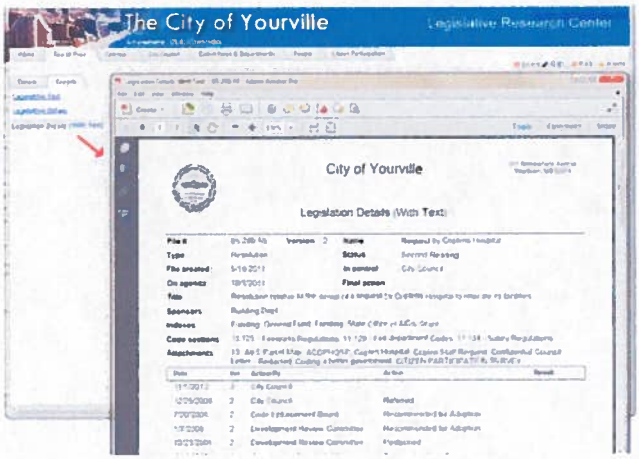
3) The requestor may leave the agenda date field blank and the system will automatically place the item on the next appropriate meeting agenda once all the approval criteria is met

An item will not be placed on the agenda unless the appropriate approvals have been logged or until other another defined item status is set by an authorized individual.

Calendar Publication: End users will have immediate access to a dynamic calendar of all meetings or other scheduled meetings and events. Staff, Board/Committee members and citizens can view schedules along with agendas and minutes through an Internet browser.

The fully-integrated calendar uses a dynamic link to the meeting records stored in the Granicus system. Simply add a new meeting, and the scheduled event automatically appears in the online meeting calendar for the correct date. Users can search available data, sort the calendar by a particular meeting body, and view events for a particular day, month or an entire year.

Automated Agenda Assembly



Customize Agendas for Each Meeting Body: Our agenda management solution includes the ability to automatically generate and format **unlimited agendas for any meeting body including council, committees, commissions, school board and departmental agendas**. The entire agenda assembly methodology is identified and defined by your current workflow during implementation.

The system will automatically gather and compile the appropriate data for each meeting body's agenda.

Unlimited Agenda Templates: Define different agenda formats (header, agenda sections, etc) for each group creating an agenda. A formal agenda with a cover page, numerous section headings and

numbered items can be created for the BOCC, while a simpler format with fewer sections can be created for a committee.

Legislative Task and Activity Tracking

In addition to the agenda item approval tracking, our system tracks the path of each ordinance, resolution, and other legislation with a series of historical records marking the life of the issue through the legislative process. Each historical record can be described by legislative actions - referrals, responses on a referral, reasons that an action was taken, or any discussions or background information that led up to that action.

For each tracked agenda item, the system captures the following data in the historical record:

- Meeting body or department taking the action
- Action taken and date Verbatim action notation and full minutes text
- Version of the text file that was current when the action was taken
- Target of the action (e.g. to whom a referral is being sent)
- Date returned (used for referrals)
- Due date, if any (used for referrals)
- Mover, seconder, and individual votes

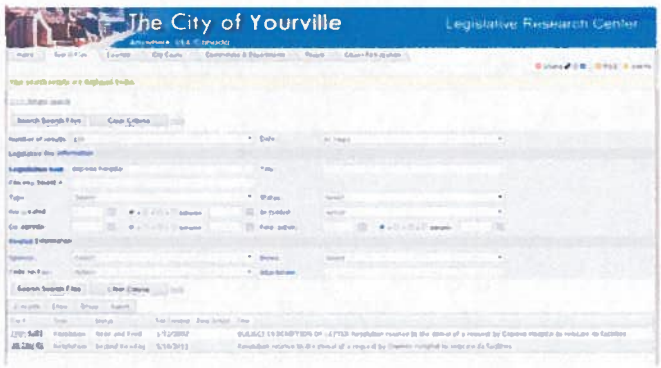
Individual routing entries, version changes, referrals to departments, final approvals and other file events are automatically captured by the system and can be queried, displayed and included in appropriate reports.

Online, Legislative Portal and Public Access

Standard Website Integration: Granicus is committed to ensuring your citizen-facing web portal fits into your website seamlessly. The Legislative Management Suite offers a standard **research portal for legislative information that matches the look and feel of your branded website and is open to the public.** Publishing your public records to an easy-to-navigate page can significantly reduce public information requests as well as costs associated with copying and printing.

This public facing portal provides a complete browser-based solution for organizing, searching, printing and otherwise accessing public information. No additional work is required by the Clerk's office, IT or other departments to maintain the page, significantly reducing the administrative burden of updating public information and responding to information requests.

The legislative web portal includes the following features:



Legislation Research: Allow staff and public users to access legislative file information and reports through the Internet. All **publicly available legislative files**, supporting documents and attachments, important dates and more can be accessed online at any time.

Meetings and Events Calendar: Provide public access to a dynamic calendar of all Board, committee or other scheduled meetings and events. Staff, Board members and citizens can view schedules, agendas and minutes through an Internet browser. Users can search available data, sort the calendar by a particular meeting body, and view events for a particular day, month or an entire year. Plus, the PDF Server automatically converts Excel, Word, MS Office documents, and other file attachments to PDF documents.

Departments and People: The Departments and People tab allows constituents to search, view or contact Council, committee and other elected and/or appointed members through your website. Staff, Board members and citizens can view City representation information, open positions, terms of office, vacancies, and more.

As you add or change office membership or personal information, updates automatically appear on your public legislative portal under the Departments and People tab.

Vacancy Tracking and Online Applications: Display vacant positions for all meeting bodies. Staff, citizens, or other interested parties can download an application form, apply for a position online, attach a resume or application form with a signature. Legistar includes the ability to track and display vacancies of a department's open public positions. The system can provide open vacancy position reports on demand and allow people to download an application. Users can also subscribe via RSS feeds and monitor when a position opens.

Records Request and Research

Many clients use the legislative portal as a query-only tool to provide quick access to information for staff. It is available 24/7 through your website and is easy to use, even for non-technical users or researchers. In addition to being able to view agendas and minutes, each legislative item is hyperlinked to the most current details of that item including the complete text, history, current status and supporting documents.

Public and Private Access: The city has a great deal of flexibility in configuring the system's appearance. Configurations include the website header, graphics, fonts, skins, and messages that match the look and feel of your city's website. The legislative portal is accessible through an Internet browser and is intuitive and flexible. The general public, businesses, media and others can access, search, track and share public data through this page. Authorized City staff members may have extended functionality through a secure personal login. Authorized users have the ability to add attachments to a meeting agenda record including approved minutes of the previous meeting to the current meeting.

Search Legislation and Subscribe to Online Notifications

The public legislative portal includes a number of intuitive search and communications tools that allow users to be notified when information of interest is published. Users can also provide feedback to representatives or share search results over social networking sites. Subscription and share features include:

RSS: Our web portal also includes standard RSS feeds. Staff and citizens can subscribe to content and receive notification when it's updated like legislative history changes to items. This valuable feature further simplifies the ability for staff and citizens to get real-time updates on items of interest.

Social Bookmarking: Social bookmarking is available for Board Members and users, allowing them to store, organize, search, and manage agenda bookmarks. Our customized web portal allows users to save web page links that they want to keep and/or share. These bookmarks can be saved privately, shared only with specified people or groups, shared inside certain networks, or another combination of domains.

Private Comments: You have the option to turn on the private comments function and allow any viewer to enter opinions or notes on a topic. Private Board member notes can also be entered but are only viewable to that member. All notes can be compiled for a concise report that is only available to

that Board member.

Advanced Search: Granicus provides Advanced Search capabilities that were modeled after Google Search. Granicus search allows you to search all legislative data, including meeting videos if available. Filter searches by date, item status, department or meeting body, and more. Results take the user to the specific record or the point in the meeting video when the searched topic was discussed.

The search engine allows users to perform an unlimited number of search parameters at the same time and do complex inquiries in a single pass. These search qualities are available both internally for staff and to the public via your online legislative research portal.

System Reports

Reports are automatically generated based on the data entered into the system. Once data has been added, the system uses its built-in sort and formatting routines, defined by the documents they are intended to produce, to abstract the correct information and produce all requested documents in specific formats - Agendas, Certifications, Notices, and Minutes.

Some standard report types are listed below. The operator may also specify the printing of any subset(s) of pages of a report, rather than the entire report.

- Hearing Notices
- Matters Introduced
- Meeting Attendance
- Meeting Calendar
- Pending Items List
- Subject Matter Index
- Voting Record
- Mailing Labels
- Agenda Report
- Minutes Report
- Meeting Referral Notice
- Agenda Item Reports
- Matter Summary
- Item Master
- Certified Copy
- Signature Copy

These and other system generated reports may be previewed, directed to a printer, saved to a local directory or, exported in PDF or HTML format for later use or transmission to other departments via electronic mail or media transfer. In addition, a number of table and status reports are included with the system and can be generated on demand by system users.

Administrative Controls – featuring remote administration

Our system has very defined administration privileges with hundreds of security settings. Security features can be defined to a single field, user, group as well as permissions that can be applied to all data and activities. Granicus provides full system administration experts who will work with you to provide administration remotely, in addition to training you on your own administration control

settings. Our administrative and technical support is available to you 24/7 365 days per years to assist you in configuring your system. Administration is easily managed through intuitive forms and table-controlled settings that do not require technical expertise. The City's users with limited technical skills can be trained on how to create and manage security and other administrative modifications.

Define an unlimited number of security groups, each having its own settings and names. For example, a 'Legal Office' group could have "add" and "edit" access but permission to generate an agenda or take minutes. Secured and non-secured statuses on different file types, agendas and minutes allow you to further define the records that can be viewed. For example, the Finance Department could be restricted to creating/editing agendas and minutes only for the Finance Committee.

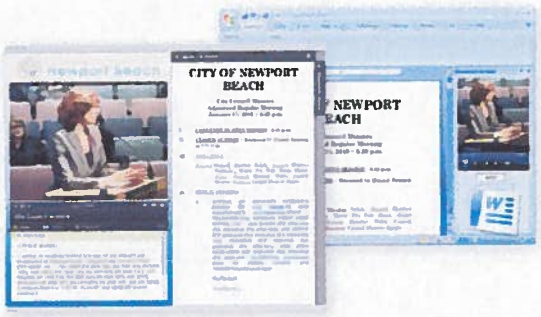
You can control access to most functions including viewing, editing, deleting records & agendas and printing reports. *Security can be set for all of the following functions:*

- Viewing, adding, editing and deleting files
- All text functions
- Editing fields within the Legislative File screen
- Adding, viewing or editing agendas and minutes
- Viewing or editing legislative history lines
- Adding, editing or viewing referrals
- Marking referrals as returned
- Individual security for each separate report

Granicus Meeting Efficiency Suite

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

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



Managed Services

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

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

Granicus Training Overview

Your specific training timeline will depend on your desired Granicus solution. Granicus provides customized online and onsite instructor-led and self-paced trainings to give your staff the comprehensive knowledge they need to achieve success quickly. Our training experts also offer specialized guidance for different roles within your organization so everyone has the support they need to perform their jobs effectively.

One-on- One Online Training

Online Training is personalized and scheduled around your meeting days to ensure you learn skills you can quickly apply. This means that if you have two meetings a month, training will be spread out over the month for Government Transparency Suite and over two months for Meeting Efficiency Suite. For online training sessions, GoToMeeting web conferencing is utilized. Your team will be provided a conference bridge to join the session. Trainees must join the session from a computer with internet access and where LiveManager is installed if video streaming and indexing is being utilized.

Ongoing Training

Granicus provides ongoing support as we build a lasting relationship with your team. Through our Customer Service Portal, we provide many resources designed to help you all become expert Granicus users. Before getting started with your instructor led training, we recommend you watch the On-Demand Training videos pertaining to your solution. Watching these videos help jump start your learning and get you ready for your upcoming training series.

User Guides and Documentation

Our Support Resources page will give you access to your solution's User Guides and other tools to help get you started. Granicus shall provide a digital version of all documentation and training materials for all participants in the training sessions.

Training Timeline: Total Training Time is 14 weeks
Database setup, validation and training is complete 12 weeks after the Kick Off Call occurs, with an additionally scheduled 2 week parallel operations in place before a go-live date.

Phase 1: Needs Analysis Calls: Five separate, 2-hour calls
Used to gather information for database setup. Additional time is spent on database entry after each call.

Transition Phase: Workflow Review: One, 2-hour call

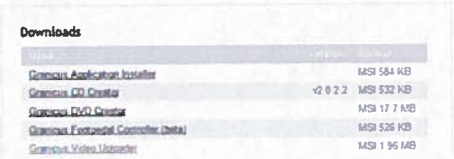
Phase 2: User Training (Onsite): 3 days
A hands-on user training focusing on drafters, approvers, agenda preparation, exporting to MediaManager, publishing to onsite, recording in LiveManager, minutes processing in and publishing the video.

ONGOING SUPPORT AND MAINTENANCE

Granicus 24x7x365 Support & Maintenance

Customer Satisfaction is the backbone of our Company and Client success is how we rate our own success. In the past eleven years we've had a 98% customer retention rate, a rate that is unheard of in the Software-as-a-Service industry. Granicus goes above and beyond traditional support models by leveraging systems management technology to constantly monitor every component of your solution. Our professional support team is available 24/7. The majority of our staff is located in our San Francisco headquarters, however we also have satellite support units in Chicago IL and Washington, D.C.

Support Resources



24/7 Technical Support

Support Team Headquarters
600 Harrison Street, Suite 120
San Francisco, CA 94107

Our Support Team consists of staff that spans all time zones in addition to our primary San Francisco location. We are available to you 24/7/365 days a year. We have members readily available across all time zones and cities including Atlanta GA, Chicago IL, and San Francisco CA.

Reach a Technical Support Engineer (Available 24/7)

Phone: 415-357-3618, (Press 1)
Email: customercare@granicus.com

Customer Service Portal

Granicus has one of the most comprehensive online support portals, www.granicus.com/csp. The Customer Service Portal includes the following features:

- **Knowledge Base** – search articles about Granicus products and services.
  Direct link: http://granicus.force.com/help/helpHome
- **Online Training** – Regular live and on demand resources to learn more about your Granicus solutions
  Direct link: http://www.granicus.com/Services/Training.aspx
- **Support Resource Center** – Find product-specific downloads, manuals, reference guides, and release notes to make your work easier. *Direct Link: http://www.granicus.com/Services/Support-Resources.aspx*
- **Granicus Blog** – Provides a community for our clients to share ideas and get the latest tools, tips, and strategies to achieve success with Granicus.
  Direct link: http://blog.granicus.com/

On-Going Training

Granicus provides ongoing support as we build a lasting relationship with your team. Through our Customer Service Portal, we provide many resources designed to help you all become expert Granicus users.

User Guides and Documentation

Our Support Resources page will give you access to your solution's User Guides and other tools to help get you started. Granicus shall provide a digital version of all documentation and training materials for all participants in the training sessions.

SOFTWARE RELEASE STRATEGY

Granicus does monthly maintenance releases which are considered minor releases, and we do quarterly version releases which are considered major releases. The average period of time between version releases is approximately three months. You will have a single point of contact at Granicus who will be your dedicated account manager and will provide you with information on updates, products, and support. All updates to your chosen solution are free of charge, allowing you to always have the best Granicus software at all times. Since the system is 100% hosted under our SaaS model, you no longer have to worry about software upgrades or version upgrades. Updates are conducted by Granicus and do not require your staff.

Granicus Fun Facts

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
  - Over 1,000 clients in all 50 states, at every level of government
  - More than 265,350 government meetings online
  - More than 9,000 users accessing paperless agendas through iLegislate
- Only Granicus
  - Provides public meeting efficiency and citizen engagement services
  - Has the a fully integrated legislative workflow management system for local government
  - Is an exclusive provider of a native iPad application that allows users to review agendas and supporting materials, bookmark, take notes on items, and stream archived videos
  - Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
  - Granicus guarantees 24/7/365 unlimited live service and support for all customers
  - Indefinite retention schedules for all archived meeting and non-meeting content
  - Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- We provide 100% cloud hosted solutions with redundant data servers to ensure data is safe
- Granicus Data Centers include:
  - Secure - SSAE-16 Accreditation
  - Reliable - 99.98% Uptime
  - Redundant Backups
  - Detailed Disaster Recovery Plans
- Open API architecture and SDK allow for seamless integrations with systems already in place
- 97% customer satisfaction rating, 98% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies

Granicus Customers in Florida

Florida State Public Service
Town of Palm Beach
City of Pembroke Pines
City of Key West
City of Dunedin
City of Cocoa
City of Pompano Beach
City of Palm Bay
City of Boca Raton
City of Eustis
City of St. Petersburg
City of Edgewater
City of Sarasota
City of Miami
City of Hallandale Beach
Alachua County
Walton County
Sarasota County
Charlotte County
Canaveral Port Authority
Village of Pinecrest
City of Palm Coast
City of Oldsmar
City of Delray Beach
City of Cocoa Beach
City of Belle Glade
City of Lauderhill
City of Cooper City
City of Sunny Isle Beach
City of St. Pete Beach
City of Hollywood
City of Naples
City of Doral
Seminole County
Broward County
Citrus County
Sumter County
Collier County
Town of Highland Beach
Village of Palmetto Bay
City of Coral Gables
City of Plantation
City of North Port
City of Deerfield Beach
City of Coconut Creek
City of Sunrise
City of Oakland Park
City of Safety Harbor
City of Gainesville
City of Port St. Lucie
City of South Miami
City of Clearwater
Miami-Dade County
Nassau County
Highlands County
Martin County

Customer Testimonials

The iLegislate product makes it dramatically simpler to create, update, and disseminate digital agenda packets, freeing staff for other tasks.
Jim Owzarski,
City Clerk,
Milwaukee, WI

EXHIBIT B

SUPPORT INFORMATION

1. Contact Information. The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) Mailing Address. Mail may be sent to the support staff at Granicus headquarters, located at 600 Harrison Street, Suite 120, San Francisco, California, 94107.

(b) Telephone Numbers. Office staff may be reached from 8:00 AM to 7:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

(c) Internet and E-mail Contact Information. The website for Granicus is http://www.granicus.com. E-mail may be sent to the support staff at customercare@granicus.com.

2. Recognized Client Representatives. Granicus strives to provide unparalleled support to its Clients by ensuring that Client staff is properly educated and is prepared to maximize its Granicus Solution. Any Client Representative who wishes to participate and receive Granicus customer advocacy services shall participate in and complete the training program that is suited for the Granicus Solution. Once a Client Representative completes the training, that Representative will be recognized in Granicus' internal system as qualified to receive support and ongoing education services. All Client Representatives are eligible to receive technical support services, regardless of participation in the training program.

3. Support Policy. When Granicus receives notification of an issue from Client, a Granicus account manager or technical support engineer will respond directly to the Client via phone or e-mail with (a) an assessment of the issue, (b) an estimated time for resolution, and (c) will be actively working to resolve the issue as appropriate for the type of issue. Notification shall be the documented time that Granicus receives the Client's call or e-mail notifying Granicus of an issue or the documented time that Granicus notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

4. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

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

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

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

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

6. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALLY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

[End of Support Information]

EXHIBIT C

GRANICUS, INC.

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Service Agreement between Granicus and Client, for the hardware components of the Granicus Solution (the "**Hardware**") provided by Granicus to Client. This exhibit is an additional part of the Service Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Service Agreement.

1. **Price**. The price for the Hardware shall be the price specified in the Proposal.

2. **Delivery**. Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."

3. **Acceptance**. Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.

4. **Service Response Time**. For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, Inc. or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client's responsibilities will include:

   a. Mount server on client rack (if applicable)

   b. Connecting original network cables.

   c. Connecting original audio and video cables (if applicable).

5. **LIMITATION OF LIABILITY**. GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS' LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.

6. **Hardware**. In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit.
Granicus provides the above mentioned services under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to

the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not guaranteed.

7. **Purchased Hardware Warranty**. For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

8. **Use of Non-Approved Hardware**. The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.

9. **Client Changes to Hardware Prohibited.** Client shall not install any software or software components that have not been agreed upon in advance between client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

[end of Hardware Exhibit]

EXHIBIT D

TRADEMARK INFORMATION

Granicus Registered Trademarks ®

Granicus logo as a mark
Granicus®
MediaVault®
Mobile Encoder®
Outcast Encoder®
StreamReplicator®

Granicus Trademark Names ™

Integrated Public Record™
Intelligent Routing™
LinkedMinutes™
LiveManager™
MediaCenter™
MediaManager™
MeetingMember™
MeetingServer™
Simulcast Encoder™
VoteCast™
VoteCast™ Classic
VoteCast™ Touch

Client Trademarks

EXHIBIT E

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through optional media: data CD, external hard drive, or Granicus provided FTP site. A CSV, XML, and/or database file will be included providing clip information, and/or legislative content.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content using the Granicus Application Programming Interface. This option shall be provided free of charge.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days.