

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3631

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “Agreement”), dated as of _____ (the “Effective Date”), is entered into between Granicus, Inc. (“Granicus”), a California Corporation, and _____, a _____ (the “Customer”). Additional definitions of capitalized terms used herein are set forth in Section 12 hereof.

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 Customer 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 Customer Website, (iii) use the Granicus Software subject to the terms and conditions of DIR Contract No. DIR-TSO-3631 and as 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 DIR Contract No. DIR-TSO-3631 and this Agreement, Granicus will provide Customer 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 Customer as detailed in Exhibit A. Managed Services Fee shall mean the monthly cost of the Managed Services, as detailed in Exhibit A in accordance to Appendix C of DIR Contract No. DIR-TSO-3631.

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 Customer with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Proposal 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, Customer may use the Granicus Software to perform its own work, including Customer's work with its customers/constituents. Termination of the Customer's Managed Services will be handled in accordance with Appendix A, Section 11B, to DIR Contract No. DIR-TSO-3631.

2.3 Limited Warranty; Exclusive Remedies. Subject to Section 5.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with the functionality and features as described in the Proposal for as long as the Customer pays for and receives Managed Services. Customer'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

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3631

defective Granicus Software. Customer 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 Customer 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 Customer agrees to pay all fees, costs and other amounts as outlined in the Proposal in Exhibit A in accordance with Appendix C of DIR Contract No. DIR-TSO-3631.

3.2 Payments will be made in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3631. Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined under Section 3.3 below. Customer will be invoiced a pro-rated amount from the completion of delivery through the end of the year in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3631. Thereafter, Customer will be billed, in advance, each January 1.

3.3 For Granicus Software, delivery is complete once the Software is delivered and accepted by Customer. Upon Granicus Software delivery, Customer will have fifteen (15) days to notify Granicus of any issues or problems. If Customer notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

3.4 Granicus, Inc. shall send all invoices to:

Name:
Title:
Address:

3.5 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Customers are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training must be completed within ninety (90) days of the date of the project kickoff call. Any purchased training not used during this ninety (90) day period will expire. If Customer feels that it is necessary to obtain more training after the initial ninety (90) day period, Customer may purchase additional training at that time.

3.6 Training Cancellation Policies. Granicus' policies on Customer 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 Customer for one hundred (100) percent of the purchased training costs and all pre-approved travel expenses. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3631

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Customer for fifty (50) percent of the purchased training costs. 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 Customer 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. Customer 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. LIMITATION OF LIABILITY

5.1 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, 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.

5.2 Limitation of Liabilities. Limitation of Liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3631.

6. CONFIDENTIAL INFORMATION & OWNERSHIP

6.1 Confidentiality Obligations. 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 of the other Party. 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.

6.2 Exceptions. The obligations of this Section 6 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

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3631

required by law or government order to be disclosed by the receiving party, provided that the receiving party shall if permitted by applicable law, notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure.

7. TERM

7.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for twelve (12) months after the date hereof. This Agreement shall have three (3) one (1) year renewal options exercised by providing Vendor thirty (30) days written notice. Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3631.

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

(a) Customer's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

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

7.3 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 the Agreement, and applicable provisions of the exhibits intended to survive, shall survive termination of this Agreement in accordance with Appendix A, Section 4E of DIR Contract No. DIR-TSO-3631 and continue in full force and effect;

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

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement. Granicus shall remain bound by obligations of confidentiality until Granicus has returned or destroyed all Content and certified such return or destruction.

8. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

8.1 Indemnification will be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3631.

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3631

9. MISCELLANEOUS.

9.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled in accordance with Appendix A, Sections 4B and 11 of DIR Contract No. DIR-TSO-3631. 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.

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

9.3 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.

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

9.5 Force Majeure. Force Majeure will be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3631.

9.6 Closed Captioning Services. Customer and Granicus may agree by separate contract, that a third party will provide closed captioning or transcription services in support of this Agreement. In such case, Customer 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.

10. DEFINITIONS. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

10.1 “Confidential Information” shall mean all proprietary or confidential information disclosed or made available by either party pursuant to this Agreement, directly or indirectly, in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection), 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 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); provided, however, that Confidential Information shall not include the Content that is to be published on the Customer Website.

10.2 “Content” shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Customer to Granicus.

10.3 “Customer Website” shall mean the Customer's existing websites.

10.4 “Granicus Application Programmatic Interface” shall mean the Granicus interface which is used to add, update, extract, or delete information in MediaManager.

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3631

10.5 “Granicus Solution” shall mean the Solution detailed in the Proposal, which may include Granicus Software, Installation and Training, and Managed Services, as specified in Exhibit A.

10.6 “Granicus Software” shall mean all software included with the Granicus Solution as specified in the attached Proposal that may include but is not limited to: MediaManager™ (includes Uploader, Software Development Kit, and Podcasting Services), MinutesMaker™ (includes LiveManager), MobileEncoder™, VotingSystem™ (includes Public Vote Display).

10.7 “Hardware” shall mean the equipment components of the Granicus Solution, as listed in Exhibit A.

10.8 “Managed Services” shall mean the services provided by Granicus to Customer for bandwidth usage associated with live and archived Internet streaming, data storage, and Granicus Solution maintenance, upgrades, parts, customer support services, and system monitoring, as detailed in the Proposal attached as Exhibit A.

10.9 “Managed Services Fee” shall mean the monthly cost of the Managed Services, as specified in Exhibit A and in accordance to Appendix C of DIR Contract No. DIR-TSO-3631.

10.10 “Meeting Body” shall mean a unique board, commission, agency, or council body comprised of appointed or elected officials that meet in a public capacity with the objective of performing decisions through a democratic voting process (typically following Robert’s Rules of Order). Two or more Meeting Bodies may be comprised of some or all of the same members or officials but may still be considered separate and unique Meeting Bodies at Granicus’ sole discretion. For example, committees, subcommittees, city councils, planning commissions, parks and recreation departments, boards of supervisors, school boards/districts, and redevelopment agencies may be considered separate and unique individual Meeting Bodies at Granicus’ sole discretion.

10.11 “Proposal” shall mean the document where the Granicus Solution that is the object of this Agreement is described along with pricing and training information.

10.12 “Representatives” shall mean the officers, directors, employees, agents, attorneys, accountants, financial advisors and other representatives of a party.

10.13 “Trademarks” shall mean all trademarks, trade names and logos of Granicus that are listed on Exhibit C attached hereto, and any other trademarks, trade names and logos that Granicus may specify in writing to the other party from time to time.

This Agreement is subject to DIR Contract No. DIR-TSO-3631 and includes this Agreement as well as the following exhibits, which are incorporated herein by reference:

Exhibit A:	Proposal
Exhibit B:	Support Information
Exhibit C:	Trademark Information

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3631

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

GRANICUS, INC.

By: _____

Jason Fletcher

Its: Chief Executive Officer

Address:

707 17th Street, Suite 4000
Denver, CO 80202

[INSERT CUSTOMER NAME]

By: _____

Name: _____

Its: _____

Address:

Date: _____

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3631

EXHIBIT A

PROPOSAL

[The remainder of this page is left blank intentionally.]

SAMPLE

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3631

EXHIBIT B

SUPPORT INFORMATION

1. Contact Information. The support staff at Granicus may be contacted by the Customer 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 707 17th Street, Suite 4000, Denver, CO 80202.

(b) Telephone Numbers. Office staff may be reached from 5:00 AM to 6:00 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. Support Policy. When Granicus receives notification of an issue from Customer, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Customer either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Customer 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, in accordance with Appendix A, Section 4B, to DIR Contract No. DIR-TSO-3631.

3. 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 Customer with at least three (3) 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 Customer will be provided as much advance notice, if any, as possible under the circumstances.

4. Software Enhancements or Modifications. The Agreement is not for Custom Application development or Enterprise Resource Planning products. The Customer may, from time to time, request that Granicus incorporate certain features, enhancements or minor modifications ("Modifications") into the licensed Granicus Software. Subject to the terms and conditions of DIR Contract No. DIR-TSO-3631, its appendices, this exhibit and the Agreement, Granicus and Customer will use commercially reasonable efforts to enter into a written scope of work ("SOW") setting forth the minor Modifications to be done, the timeline to perform the work and the fees and costs to be paid by Customer for the work.

4.1 Documentation. The SOW will include a detailed requirements and detailed design document illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such Modifications shall become part of the licensed Granicus Software.

4.2 Acceptance. Customer understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Delivery of the software containing the

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3631

Modifications shall be complete once such software is delivered and deemed by Customer accepted. Customer will have fifteen (15) days after delivery of the Modifications to notify Granicus of any issues or problems. If Customer notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

4.3 Title to Modifications. All such Modifications shall be the sole property of the Granicus.

5. Limitation of Liability; Exclusive Remedy. Limitation of liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3631.

SAMPLE

EXHIBIT C

TRADEMARK INFORMATION

Granicus Registered Trademarks ® Include:



Granicus logo as a mark

Granicus®

Legistar®

MediaVault®

MinutesMaker®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™ Include:

CivicIdeas™

iLegislate™

InSite™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MediaVault™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

For an updated list of Granicus registered trademarks, trademarks and servicemarks, please visit:
<http://www.granicus.com/help/legal/copyright-and-trademark/>.