

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “Agreement”), dated as of September 27, 2018 (the “Effective Date”), is entered into between Granicus, Inc., a California Corporation (“Granicus”), and City of Maricopa, an Arizona municipal corporation (the “Client”).

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

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) continue with Client’s existing solution as described in the Current Solution document, (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; and

C. WHEREAS, in accordance with City of Maricopa Code Sec. 3-214, Granicus has been determined to be an exclusive provider of the services as listed in Exhibit A. A more detailed reasoning for how Granicus provides exclusive service is attached as Exhibit C, and incorporated herein by reference.

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. “Annual Subscription Fee” shall mean the yearly 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 Annual billing for Managed Services for associated product suites shall begin upon completion of deployment of each suite. Client will be invoiced a pro-rated amount from the product suite deployment completion date through the end of the initial term. Thereafter, Client will be billed each July 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that each suite is fully operational separate from the other purchased suites. Client's acceptance of any individual suite is not conditioned upon the acceptance of any other suite as they are separate solutions.

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: City of Maricopa
Title: Accounts Payables
Address: 39700 W. Civic Center Plaza, Maricopa, AZ 85138

3.4 Upon each yearly anniversary during the term of this Agreement, the Granicus products and services shall automatically increase from the previous term's fees by five (5) percent per year.

3.5 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients 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 sixty (60) days of the date of the first date of training per suite. Any purchased training not used during this sixty (60) day period will expire. If Client feels that it is necessary to obtain more training after the initial sixty (60) day period, Client may purchase additional training at that time

3.6 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; or (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. Reserved.

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, 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, in no event shall either party 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, and (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 September 27, 2018 and shall continue in full force and effect until June 30, 2019. The Agreement shall automatically renew for five (5) subsequent terms of one (1) year each unless terminated by either party as set forth herein. If either party wishes to terminate the Agreement at the conclusion of a term, that party shall notify the other in writing at least thirty (30) days prior to such renewal that the party does not wish to renew this Agreement.

8.2 Termination. This Agreement may be terminated, in whole or in part, by mutual written consent of the parties hereto or by either party if there has been a material default or breach on the part of the other party in any of its representations, warranties, covenants or obligations contained in this Agreement and such default or breach is not cured within ninety (90) days following written notice from the non-breaching party. This Agreement may also be terminated by either party for any reason upon ninety (90) days written notice.

8.3 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.

8.4 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.

8.5 Availability of Funds. Every obligation of Client under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and the State shall not be obligated or liable for any future payment for any damages as a result of termination under this paragraph.

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 supersedes all previous and contemporaneous oral negotiations; commitments, writing, and understanding amount the parties hereto concerning the matters in this Agreement. This Agreement specifically supersedes the Master Services Agreement and any terms and conditions provided in Exhibit A, to the extent that they conflict with this Agreement. 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 ARBITRATION. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Granicus and Client. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, Granicus and Client shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between Granicus and Client. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

10.3 Governing Law. The laws of the State of Arizona shall govern the validity, construction, and performance of this Agreement, without regard to the conflict of laws provisions of any jurisdictions. Any legal proceeding related to this Agreement shall be brought in a court of competent jurisdiction in Pinal County, State of Arizona, and each of the parties hereto consents to the exclusive jurisdiction of that court for this purpose.

10.4 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.

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

10.6 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.

10.7 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.

10.8 Notices. All notices and other communications required or permitted under this Agreement must be in writing and must be hand delivered or sent by registered first-class mail, postage prepaid or by overnight courier service. Such notices or other communications shall be effective upon receipt if hand delivered, and ten (10) business days after mailing if sent, in the case of the Client, to the address set forth herein and, in the case of Granicus, to its principal executive offices to the attention of the Chief Executive Officer, or at such other address for a party as may be specified by like notice.

10.9 Conflicts of Interest. The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

10.10 Americans With Disabilities Act. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. (Non-Discrimination: Granicus shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. Granicus shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

10.11 Undocumented Workers. Granicus understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, Granicus hereby warrants to Client that Granicus and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject Granicus to penalties up to and including termination of this Agreement at the sole discretion of Client. The Client retains the legal right to inspect the papers of any Consultant or Subcontractor employee who works on this Agreement to ensure that the Consultant or Subcontractor is complying with the Immigration Warranty. Granicus agrees to assist Client in regard to any such inspections. Client may, at its sole discretion, conduct random

verification of the employment records of Granicus and any of subcontractors to ensure compliance with Immigration Warranty. Granicus agrees to assist Client in regard to any random verification(s) performed.

Neither Granicus nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract Granicus enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

10.12 No Kick-Back Certification. Granicus warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of Client has an interest, financially or otherwise, in Granicus. For breach or violation of this warranty, Client shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Granicus hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

10.13 Boycott of Israel. In signing this Agreement, Granicus certifies pursuant to ARS §35-393.01 that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel.

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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: Termination or
Expiration Options Regarding Content
Exhibit C: Exclusive Provider
Justification

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

GRANICUS, INC.


By: Mark Hynes
Its: Chief Executive Officer

Address:

600 Harrison St, Suite 120
San Francisco, CA 94107

CITY OF MARICOPA

By: Christian Price, Mayor

Address:

39700 W Civic Center Plaza
Maricopa, AZ 85138

ATTEST:

Vanessa Bueras,
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons,
City Attorney

EXHIBIT A

PROPOSAL

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Procurement Vehicle: Direct
In Support of: Maricopa, AZ

Quote Number: Q-37048
Quote Prepared On: 8/7/2018
Quote Valid Through: 9/26/2018
Payment Terms: Net 30
Currency: USD

Granicus Contact:
Name: Eli Eaton
Phone: 415-408-7931
Email: eli.eaton@granicus.com

Start Date: 9/27/2018
End Date: 6/30/2019

ANNUAL SUBSCRIPTION FEE

Product Name	Period of Performance	Invoice Schedule	Quantity	Prorated Total	Annual Total
Template - Sectioned View Page	9/27/2018 to 6/30/2019	Annual	1	\$205.18	\$269.63
Legistar	9/27/2018 to 6/30/2019	Annual	1 Each	\$5,178.48	\$6,805.20
Meeting Efficiency Suite	9/27/2018 to 6/30/2019	Annual	1 Each	\$8,120.06	\$10,670.83
Boards and Commissions (County)	9/27/2018 to 6/30/2019	Annual	1 Each	\$3,908.29	\$5,136.01
Granicus Encoding Appliance Software	9/27/2018 to 6/30/2019	Annual	1 Each	\$977.07	\$1,284.00
Government Transparency Suite	9/27/2018 to 6/30/2019	Annual	1 Each	\$8,120.06	\$10,670.83
Open Platform Suite	9/27/2018 to 6/30/2019	Annual	1 Each	\$0.00	\$0.00
			TOTAL	\$26,509.14	\$34,836.50

FUTURE YEAR PRICING

Product Name	07/01/19 to 06/30/20	07/01/20 to 06/30/21
Template - Sectioned View Page	\$ 283.12	\$ 297.27
Legistar	\$ 7,145.46	\$ 7,502.74
Meeting Efficiency Suite	\$ 11,204.37	\$ 11,764.59
Boards and Commissions (County)	\$ 5,392.81	\$ 5,662.45
Granicus Encoding Appliance Software	\$ 1,348.20	\$ 1,415.61
Government Transparency Suite	\$ 11,204.37	\$ 11,764.59
Open Platform Suite	\$ 0.00	\$ 0.00
TOTAL:	\$ 36,578.32	\$ 38,407.23

Product Name	Product Description
Template - Sectioned View Page	



Product Name	Product Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Configuration services for one meeting body/type • One Legistar database • One InSite web portal • Design services for one agenda report template • Design services for one minute's report template
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to one Granicus platform site • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • One MS Word or HTML minutes template (additional templates can be purchased if needed)
Boards and Commissions (County)	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to one Granicus platform site • Access to one Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details. • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting • Optional custom templates for document or report generation (additional upfront charge applies)
Government Transparency Suite	<p>Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.</p>
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable webpage.</p>



TERMS AND CONDITIONS

- The Agreement shall commence on 9/27/2018 and continue in full force and effect until 6/30/2021.
- Payment terms: net 30
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of to provide applicable exemption certificate(s).
- If submitting a Purchase Order instead of signing the quote, please include the following language: All pricing, terms and conditions of quote Q-37048 are incorporated into this Purchase Order by reference.

AGREEMENT AND ACCEPTANCE

Billing Information

Signature: _____

Name: _____

Name: _____

Phone: _____

Title: _____

Email: _____

Date: _____

Address: _____

EXHIBIT B

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.

EXHIBIT C

EXCLUSIVE PROVIDER JUSTIFICATION

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August 6, 2018

Kathleen Shipman
Maricopa, AZ
39700 W. Civic Center Plaza.
Maricopa, AZ 85138
USA

Dear Kathleen,

The following is a statement of Granicus' position to uniquely provide Software as a Service to Maricopa, AZ for the Granicus solutions used today, specifically Boards and Commissions. Granicus Inc. provides cloud-based technology solutions for creating, managing, and distributing live and on-demand streaming media content. We supply software, hardware, infrastructure, and expertise for governing agencies to integrate streaming media into their communications tool set. Granicus' proprietary software, Granicus Open Platform, is a Software-as-a-Service solution for small and large governments to manage content and deliver media to citizens.

Granicus provides solutions exclusively for government at every level; providing software, hardware, infrastructure, services, and training to quickly integrate our solutions into every tool set. We also guarantee 24/7/365 unlimited live service and support for all customers at no additional cost. Granicus is comprised of a dedicated team that is devoted to continual innovation of our solutions, to help your government stay on the leading edge of technology. It is our goal to provide your government with solutions that increase efficiency and reduce staff time spent on processing meetings, while also increasing transparency and trust, and engaging citizens in new ways.

Granicus does not resell our proprietary software solutions, and therefore we are the only provider able to provide training. Given our knowledge and expertise, Granicus offers specific training to meet the unique needs of our client partners.

The following is a statement of Granicus' position to uniquely provide solutions to meet the needs of the City of Maricopa and justify a sole source procurement method:

Key Value

- 30+ years of government-focused experience
- Provide a complete, end-to-end legislative management solution
- Focus solely on government to meet the needs of this market, at every level
- We have no resellers

No other company currently offers the following functionality:

- Only company with a fully integrated system tying together agenda, video stream/archive, minute taking, and voting from an iPad tablet via our exclusive Granicus iLegislate APP
- All meeting records searchable by Agenda Topic, Minutes, and the spoken word
- A webcasting/minutes annotation solution that is integrated with Microsoft Office, allowing minutes to be built in Microsoft Word while leveraging the indexed video of the meeting embedded in Word for reference
- A minutes annotation tool that builds minutes in PDF Format with embedded links to the audio/video webcast
- An integrated public record that is compatible on both PC/Mac systems as well as Mobile systems such as Apple IOS, Android (Samsung Galaxy included), Blackberry and Windows.

- Both government agenda automation, citizen participation and feedback functionality
- **Only company to provide a webcasting, public comment and citizen participation feedback tool that also integrates with a paperless iPad and Android APP.**
- A documented and extensive legislative content Open API architecture and SDK that allow for seamless integrations with systems already in place
- Unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- A video player that allows the public to trim sections of video, and embed those sections into other webpages
- Staff/Citizen Participation Tool: Including a social ideation platform that encourages positive collaboration and offers a meaningful way for staff or citizens to contribute online. This tool combines the power of crowd sourcing with an online forum to help the jurisdictions to understand and prioritize the needs of their community and staff. Also a tool to inform staff or citizens about upcoming projects and to get feedback. Staff and Citizens can easily contribute to planning and decision-making by posting new ideas, voting for others, and sharing ideas to the social grid. This must be designed for internal or public use.
- The only provider of an APP Platform exclusively for Government APPS where agencies can research, procure, and manage Government Only APPS
- An application built to automate boards and commissions and applications management, which directly integrates with Granicus Platform and Legislative Management Suite.
- An application written exclusively for Apple and Android iPads, iLegislate, to track and annotate agenda items and view public comment and ideas.

No other company has the following experience and support services:

- The only government webcasting provider with more than 10 years of experience
- Granicus is the world's most experienced provider of government transparency, citizen participation, meeting efficiency, legislative management, and training management solutions with:
 - 1,100+ clients across all 50 states and Canada
 - Open meeting clients at the local, county, state, and federal levels.
 - Over 109 million webcasts viewed
 - More than 230,000 government meetings online
 - Granicus provides indexed video for U.S. Congress: www.Houselive.gov
 - Managing over 1.9 million government records and media files
- 98% customer satisfaction rating, 99% client retention rating
- Ranked 185 on Deloitte 500 fastest growing companies (no other government webcasting company was on this list)
- Ranked 419 on the Inc. 500 fastest growing companies (no other government webcasting company was on this list)
- More client success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>
- Extensive company blog with support articles and customer tips: <http://blog.granicus.com/>

Combined Value

With nearly 40 years of government-focused experience, Granicus is the proven leader in legislative management and government transparency solutions. Our company's commitment has always been to government and our focus on this market is unchanged. Our understanding of government organizations and our buyers deepen as we share experiences and research, allowing us to continue to build products based on customer feedback that meet the market demand.



Nearly 1,100 government organizations leverage our technologies to increase staff efficiencies and create a more transparent and accessible government. Granicus has been operating with a 99% client retention rate during their years of service. Plus, Granicus has maintained a 98% customer satisfaction rating over its eleven years. Our satisfaction and retention ratings exemplify our commitment to, and understanding of, our customers and their unique needs.

Comprehensive Legislative Management

Granicus offers a complete, end to end legislative workflow. Our solution supports the legislative process from a file's inception through legislation to archiving of the discussion's history and production of the most complete integrated public record. We offer the most efficient workflow while allowing staff to create stronger public access – cross-linking agenda and minutes data to video history.

The Granicus product is customizable and scalable. We can offer solutions for both standard workflows and more complex legislative processes, solving workflow needs for nearly any size of government agency.

Citizen Engagement and Government Transparency

Granicus understands that in order to help create a truly transparent government, the government organization must make information easily accessible, searchable, and navigable. We will provide our customers with the most comprehensive search of government information. Government organizations create stronger public access to information including public meeting records, vote history, committee/department openings and more.

Our solution further reduces FOIA requests and empowers citizens to find what they need, on their own, easily. Additionally, we continue to build applications that support citizen input and encourage effective participation in the legislative process.

Mobile Solutions

Granicus is leading the way in mobile solutions for government with our new streaming architecture and compatibility with various mobile devices, as well as our development of the iLegislate app. Granicus is already brainstorming ways to make our product line mobile-accessible to support the growing trend of accessing information on-the-go.

Open Architecture, Cloud-Computing, and Commitment to Open Data

From its inception, Granicus has been committed to an open architecture. We maintain our openness and compatibility with other solutions to provide flexible alternatives for customers, including integrations with document management systems. Remaining open to partner integrations allows government staff to retain current workflows without forcing them into a "one-size fits most" solution.

Additionally, Granicus extends our government focus by supporting the open data movement. We partner with developers in this market who can build applications that leverage public data and complement our solutions

If I or any other member of the Granicus team can be of further assistance, please contact me at 720-240-9586 ext. 1569.



GRANICUS

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Most Sincerely,

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