



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
Page 1 of 1

Transmittal From: City Clerk's Office

Department

Delivered by: Connie Diaz

Name

Date of Transmittal: 6/15/12

City Clerk's Date Stamp

06-15-12 A10:14 RCVD *CD*

The following record (master) copy is being transmitted to the Office of the City Clerk:

Contract

Agreement

Lease

Deed

Bond Documentation

Vehicle Title

Special Magistrate Order

Other:

Is this record (master) copy to be recorded with the County Clerk? Yes No

Is this contract/ agreement: Capital Improvement Non Capital Improvement

Description of Record Copy: Agreement for upgrade to Granicus services and extension of the existing agreement

Office of the City Clerk Administrative Use Only

Received by: Connie Diaz

Reviewed for completion by: Barbara Heron

Returned to originating Department for the following corrections on: N/A (Date)

Digital archive: 6-15-12 (Date) Hard copy archive: 6-15-12 (Date)

Tracking Log: 6-15-12 (Date) Website: 6-15-12 (Date)

Copy provided in electronic format to originating Department on 6-15-12 (Date)

Originals returned on NA (Date)

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “**Agreement**”), dated as of June 13, 2012 (the “**Effective Date**”), is entered into between Granicus, Inc. (“**Granicus**”), a California Corporation, and the City of Doral, FL (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 Monthly billing for Managed Services shall begin forty-five (45) days after the receipt of a fully executed Agreement or the receipt of a purchase order for the up-front costs, whichever occurs first, as agreed upon in Exhibit A.

3.3 Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice, provided that Client agrees to pay the Managed Services Fee to Granicus on a monthly basis, no later than the first day of each month in advance of services. Granicus, Inc. shall send all invoices to:

Name:

Title:

Address:

3.4 Upon renewal of this Agreement, Granicus may include (in which case Client agrees to pay) a maximum increase of the current CPI percentage rate (as found at The Bureau of Labor and Statistics website) or three (3) percent a year on Client's Managed Services Fee, whichever is larger.

3.5 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.

3.6 Additions. Granicus, at its' sole discretion, may add features or functionality to existing product suite bundles for various reasons, including to enhance Granicus' offerings, or improve user satisfaction. During the initial period of this Agreement, the customer understands that the use of these additional products is included in the originally agreed upon monthly managed services fees.

At contract renewal, the customer acknowledges that this added functionality may have additional monthly managed service charges associated with it and that monthly managed services rates on renewals may have a higher rate than preceding years.

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 the terms and conditions of this Agreement, and 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 has the right to keep any purchased hardware, provided that Client removes and/or uninstalls any Granicus Software on such hardware. However, if Client has received hardware as part of a Granicus Open Platform Suite solution ("Open Platform

Hardware”), Client understands that upon termination of this Agreement, Client shall immediately return the Open Platform Hardware to Granicus, Inc. The Open Platform Hardware must be returned within fifteen (15) days of termination, and must be in substantially the same condition as when originally shipped, subject only to normal wear and tear; and

(c) 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 California 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: 

Ed Roshitsh

Its: President

Address:

600 Harrison St, Suite 120
San Francisco, CA 94107

City of Doral, FL

By: 

Name: Yvonne Soler-McKinley

Its: City Manager

Address: 8300 NW 53rd Street, Suite 100
Doral, FL 33166


Date: 6/15/12

By: 

Name: Barbara Herrera

Its: City Clerk

Approved as to form and legal sufficiency
for the sole use of the City of Doral.


City Attorney

Jose M. Jimenez
Print Name

Approved as to form and legal sufficiency
for the sole use of the City of Dorset.

City Attorney

Print Name

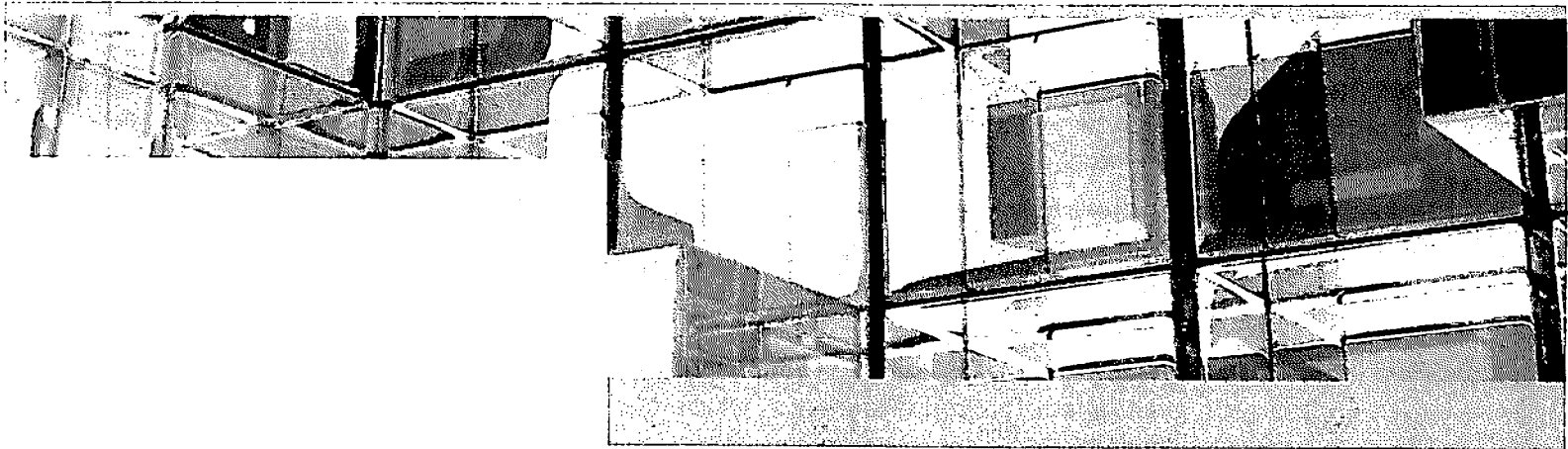
EXHIBIT A

PROPOSAL

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Proposal for City of Doral

Open Platform, Government Transparency and Meeting Efficiency Solutions



Proposal presented to:

Barbara Herrera
City Clerk
City of Doral
April 25th, 2012

Granicus Proposal to the City of Doral

April 25th, 2012

Dear Barbara,

Thank you for considering Granicus, we're excited to support your Granicus compatibility and streaming needs. It has been a pleasure to work with the City of Doral over these past three years and we look forward to continuing our rewarding, long-term relationship with you.

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

Doral would like to "go live" with these additional products its first meeting by August 4th. We can typically deploy new solutions within 60 days from receiving the Purchase Order. In an effort to keep us on goal with your preferred "go live" date we will need the PO and authorized service agreement submitted to Granicus by May 31, 2012.

Below you will find a detailed proposal of the solution Doral has chosen. The proposal and pricing includes all training, software, hardware, 24/7/365 support, professional services, installation and implementation.

Over 900 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 have found tremendous value in being a part of the Granicus client family.

Most Sincerely,

Chris

Christopher D. Voorhees
Account Manager
415 357 3618 x 1166
Granicus, Inc.

Budgetary Impact

Your Granicus solution was based on Doral's specific government transparency and public meeting efficiency needs. Our pricing reflects our commitment to supply customers with the highest value and quality software and support. Doral's solution pricing is detailed below.

Item	Units	Upfront	Monthly
Open Platform, Government Transparency and Meeting Efficiency Solutions w/ Fully Managed Encoding Appliance	1	\$0.00	\$400.00
Hardware	1	\$125.00	\$0.00
Promotion CMY12: Free Monthly Service Fees on the Open Platform & Government Transparency Suite Until January 1, 2013	1	\$0.00	\$-400.00
TOTAL		\$125.00	\$400.00

This promotion does not alter or delay the date on which your upfront payments will be due as defined in the Granicus Service Agreement. Offer valid until 6/30/2012. As part of this promotion, the Client will receive Monthly Managed Service Fees ("MMS") on the Granicus Open Platform and Government Transparency Suite at no cost to Client until 1/1/2013. Discounted billing for Monthly Managed Services will start after deployment has been completed. Clients are responsible to pay their Monthly Managed Service fees in full starting 1/1/2013, billing for this period starts on 12/15/2012. Up-front costs are not affected by this promotion. Monthly Managed service fees on existing products are not affected by this promotion. For sales including managed hardware, deployment will not begin unless a signed contract has been received. This offer is valid only with the purchase of these products: Open Platform and Government Transparency Suite.

SPECIAL OFFER

PROMO CODE: CMY12

Get BIG savings
on the Granicus Open Platform & Government Transparency Suite

This promotion does not alter or delay the date on which your upfront payments will be due as defined in the Granicus Service Agreement. Offer valid until 6/30/2012. As part of this promotion, the Client will receive Monthly Managed Service Fees ("MMS") on the Granicus Open Platform and Government Transparency Suite at no cost to Client until 1/1/2013. Discounted billing for Monthly Managed Services will start after deployment has been completed. Clients are responsible to pay their Monthly Managed Service fees in full starting 1/1/2013, billing for this period starts on 12/15/2012. Up-front costs are not affected by this promotion. Monthly Managed service fees on existing products are not affected by this promotion. For sales including managed hardware, deployment will not begin unless a signed contract has been received. This offer is valid only with the purchase of these products: Open Platform and Government Transparency Suite.

FREE

Monthly Service Fees on the
Open Platform & Government
Transparency Suite until
January 1, 2013

Offer valid until 6/30/2012.
This offer is valid only with the purchase of these products: Open Platform and Government Transparency Suite.

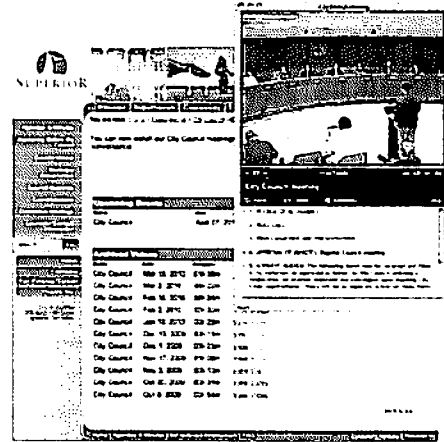
Proposed Solution

Granicus® Open Platform

The Granicus® Open Platform allows you to stream an unlimited number of meetings and events online and over mobile devices – play video in H.264* and Silverlight. Publish all of your content online with indefinite retention schedules. Granicus Encoding Appliance gives you unlimited bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. Finally, leverage an open architecture and connect in-house or third-party solutions to Granicus. [Click here](#) for more information on the Granicus Open Platform.

- Stream unlimited meeting bodies and events
- Indefinite retention schedules
- Intelligent media routing
- Open architecture and SDK

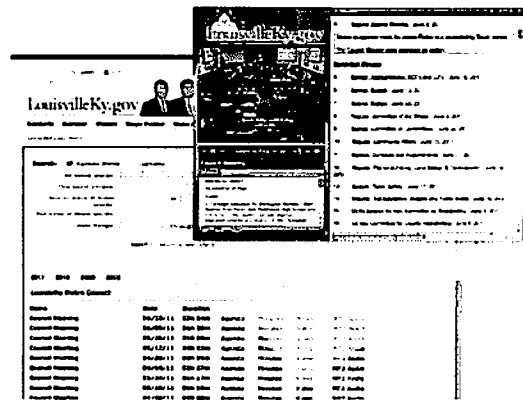
* Available for on-demand playback only



Government Transparency Suite

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards greater transparency and link related documents to your video, offer your full agenda packet, and provide advanced searching of archives. This Suite also allows you to seamlessly connect agenda data to the iPad to review agendas and support documents, take notes and more through the iLegislate application. Reach a broader audience with podcasting - download media in MP3 and MP4 formats and view video offline. Granicus' reporting tools give you a detailed analysis of visitor statistics to help you better understand viewership trends. [Click here](#) for more information on the Government Transparency Suite.

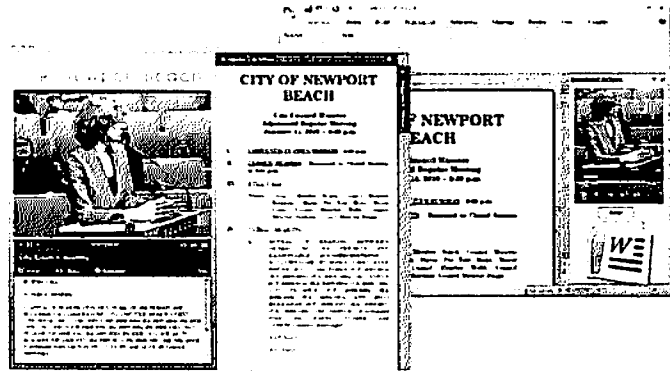
- Publish agenda packets with video
- Link relevant materials
- Build reports and analytics
- Index videos live
- Offer downloadable formats (MP3 & MP4)



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

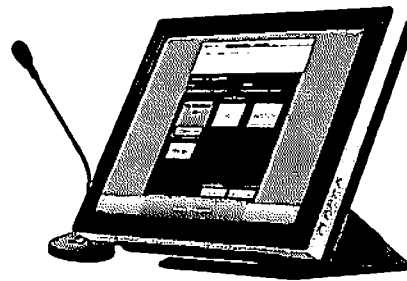


Future Service Possibilities:

Electronic Voting and Public Displays (suite add-ons)

This addition to the Meeting Efficiency Suite gives elected officials a new way to participate in public meetings using touch-screen displays to record motions and votes as well as request to speak. View full agendas, supporting materials, the current item, speakers and vote results all from the touch-screen display. Record actions directly from elected members and ensure greater accuracy. Help your audience follow fast-paced meetings with a public display that shows current item, vote results and more.

- Touch-screen displays
- Digital speaker queue
- Vote and roll call automation
- Review paperless agenda packets



Item	Up-Front Cost	Monthly Cost
VoteCast Touch Package for Meeting Efficiency Suite	\$19,850.00	\$430.00
VoteCast Station	\$4,200.00	\$0.00
VoteCast Display CPU	\$980.00	\$0.00
VoteCast Touch CPU	\$6,860.00	\$0.00
Shipping	\$900.00	\$0.00
Sub-Total	\$32,790.00	\$430.00
Tax	\$0.00	\$0.00
Grand Total	\$32,790.00	\$630.00

*** NOTE: The pricing in this preliminary proposal is SUBJECT-TO-CHANGE. While this preliminary proposal will provide you with our best possible estimate of what your solution will look like, it is not considered complete until a network assessment has been completed. Our goal here at Granicus is to make sure that every new client has a successful deployment and to make sure that our products exceed your expectations. We believe that spending the time to accurately conduct an assessment of your network and documents will help us meet our goals and will ensure that you have the best experience possible. ***

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.

Professional Services	Open Platform	Government Transparency	Citizen Participation	Meeting Efficiency	Legislative Management	
Managed Deployment						
Encoding Appliance	•	•		•		One-time installation of an on-premise unified encoding and storage appliance.
Hosted Web-Based Application	•	•	•	•	•	Activation of a hosted media and content management application.
Agenda Parser		•	•	•		Installation of the agenda parser to read and parse documents automatically.
Meeting Software		•		•		Local installation of software in meeting chambers to boost minutes efficiency.
Public Display				•		Application installation to live broadcast text displays of meeting actions in-person, online, or over TV.
Touch-screens				•		Local installation of touch-screen monitors and applications in meeting chambers.
Workflow Assessment & Configuration						
Workflow Assessment				•	•	Careful workflow review and software configuration.
Workflow Implementation				•	•	Hands-on guidance and support to ensure smooth and successful user adoption.
Onsite Training and Meeting Support				½ Day/ 1 MB*	2 Day/ Sys Admin	On-premise support and mentorship to guide users during a live meeting.
Product Training						
Self-Paced Online	•	•	•	•	•	On-demand online training courses accessible anytime, anywhere.
Instructor-led Online Training Series		6 hrs/ 8 Users		12 hrs/ 1 MB	5 Day Combo w/ Onsite	Live online training led by a training professional in a classroom environment.
Onsite Training and Meeting Support				1.5 Day/ 1 MB*	5 Day Combo w/ Online	Intensive hands-on training at the clients' location to address unique user needs.
Web Integration & Design						
Standard Website Integration	•					Standard media player and media portal embedded into customer's branded website.
Customized Website Integration		•	•	•		Custom design and integration of a media player and media portal to match the look and feel of the customer's branded website.
Legislative Portal Website Integration					•	Standard portal for legislative information that matches the look and feel of customer's branded website.
Document Assessment		•	•	•		Analysis of current document layouts to ensure content importing and management is successful.
Customized Agenda Template		•	•	•		Development of an HTML agenda template to support indexing, search, and electronic comments.
Customized Minutes Template				•		Development of a minutes template in HTML or Microsoft Word to support video links.
Standard Reports					•	Standardized report templates for agendas and minutes.
Public Display Template				•		Configuration including graphics, colors, fonts, and standard text elements.

Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
 - Over 900 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of a native iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, as well as stream archived videos
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% 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
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>

Granicus Upgrade Investment Details

City of Doral FL

As part of the midyear promotion, Granicus is proposing a discounted services upgrade for the City of Doral. The following details may help in understand the investment associated and the fiscal timelines in which they occur.

- In order to be eligible to receive the promotion, Granicus must receive a signed Purchase Order, Contract or Contract Amendment by EOB June 30th, 2012
- The upgrade investment for the Granicus Platform and Suites services carry an upfront charge of **\$125**, and a recurring additional monthly charge of **\$400 p/month**
- As part of the promotion, the additional **\$400 p/month** will not be invoiced until the City of Doral's January 2013 billing cycle, the invoice of which will be delivered on December 15th, 2012
- From the current billing period through December 31, 2012, the Granicus Monthly Managed Services (MMS) for the City's current solution will remain constant at **\$1,140 p/month**.
- Beginning in January 2013, the Granicus MMS will increase by **\$400** and the new total MMS moving forward will be **\$1,540 p/month**
- January 2013 through May 2013 is currently scheduled to have a total invoicing amount of **\$5,700**
- The proposed new invoice amount for January 2013 through May 2013 is **\$7,700**
- The difference in the currently scheduled Jan-May 2013 MMS and the proposed new Jan-May 2013 MMS is **\$2,000**
- The proposed new MMS for the period of May through September 2013 will be **\$6,160**
- For a full fiscal year of services, the current yearly MMS amount is **\$13,680** ($\$1,140 \times 12$)
- For a full fiscal year of services, the new yearly MMS amount will be **\$18,480** ($\$1,540 \times 12$)

Christopher Voorhees, Account Manager

May 18, 2012

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 568 Howard Street, Suite 300, San Francisco, California, 94105.

(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 from 5:00 AM to 6:00 PM Pacific time. After hours or in case of a technical support emergency, the support staff may be reached at (415) 655-2414, twenty-four (24) hours a day, seven (7) days a week.

(c) **Internet and E-mail Contact Information.** The website for Granicus is www.granicus.com. E-mail may be sent to the support staff at helpdesk@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 COMMERCIALY 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 the Hardware. 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 shall respond (via written or verbal acknowledgment) to the request made by the Client within twenty-four (24) hours. If confirmed by Granicus that Hardware requires replacement, Granicus will deliver replacement hardware directly to the Client after such confirmation via overnight shipping. The Hardware and software will be configured to the original specs of the client. 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. **DISCLAIMER OF WARRANTIES.** NOTWITHSTANDING THE MAINTENANCE PROVIDED UNDER SECTION 7 BELOW, GRANICUS DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY AND AGAINST INFRINGEMENT, WITH RESPECT TO THE HARDWARE. NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF GRANICUS.
6. **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.

7. **Managed Hardware.** In the event of malfunction for Managed Hardware provided by Granicus, Granicus Hardware that is maintained as part of a managed Open Platform service will be repaired or replaced as part of the managed services as long as Client is current with Client's monthly subscription payment. The key features of the Managed Hardware are as follows:

- Robust support for hardware, O/S, and applications
- 7x24x365 phone, chat and email support from certified experts
- In the event of Hardware failure, Granicus will deliver overnight replacement hardware directly to the Client.

Escalation management. 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 Managed 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 be guaranteed.

8. **Purchased Hardware Warranty.** For Hardware purchased from Granicus by Client, Granicus will provide to Client any warranty provided by the manufacturer with respect to the Hardware. 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 as long as such Hardware is then under the manufacturer's warranty.

9. **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 whatsoever in the event Client uses non-approved hardware.

10. **Client Changes to Managed Hardware Prohibited.** In the event changes are made by Client to the managed hardware without the approval of Granicus, Granicus may charge Client a one-time fee of two hundred fifty (\$250.00) dollars to restore the system back to standard settings. Such changes may include, but are not limited to: operating system level changes; third party software installations; changes to Granicus software, and/or configurations; and/or changes to third party system and/or network monitoring tools.

[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.

Granicus Technical Solutions Validation

IT Manager:

Thank you for choosing Granicus to help you and your government achieve greater efficiency, transparency and collaboration through technology! We are honored to be working with you to ensure that our solution works seamlessly in your environment.

There are certain topics that the following documentation covers, such as:

- Bandwidth
- Network Routing and Security
- Operating Systems
- Hardware
- Software

They are provided so that you may understand the system environments that are needed in order for your Granicus solution to operate successfully.

Once reviewed, please acknowledge your receipt and understanding of these documents by signing this letter, and returning it to your Granicus sales representative. If you have questions about any information in the documentation, your Sales Rep will be happy to schedule a call with you to go over any part that you wish.

The Granicus Deployment Team will also validate this information with you prior to commencement of installation. We ask that your signed acknowledgement be received before we begin the project.

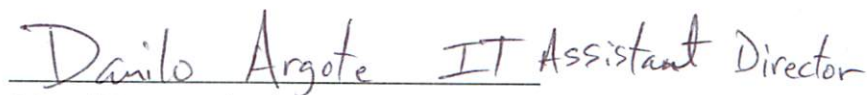
We look forward to being a partner in your success.

All the Best,

T Thao Hill

VP of Sales, Granicus


Signature


Printed Name and Title

6/19/12
Date