

## SERVICE AGREEMENT BETWEEN GRANICUS, INC. AND THE CITY OF SAN LEANDRO

THIS SERVICE AGREEMENT (the "Agreement"), dated as of March 28, 2017 (the "Effective Date"), is entered into between Granicus, Inc. ("Granicus"), a California Corporation, and the City of San Leandro, a California Charter City (the "Client"). Additional definitions of capitalized terms used herein are set forth in Section 12 hereof.

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

B. WHEREAS, Granicus desires to provide and 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, which is attached as Exhibit B, and incorporated herein by reference, (iii) 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 Exhibits A and B.

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 Exhibits A and B. Managed Services shall mean the services provided by Granicus to Client as detailed in Exhibits A and B. Managed Services Fee shall mean the monthly cost of the Managed Services, as detailed in Exhibits A and B.

### 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 Proposal and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work, including Client's work with 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 the functionality and features as described in the Proposal 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 fees, costs and other amounts as outlined in the Proposal in Exhibit A.

3.2 Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of the respective product.

3.3 Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined under Section 3.4 below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

3.4 For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Upon Granicus Hardware and/or Software delivery, Client will have fifteen (15) days to notify Granicus of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

3.5 Granicus, Inc. shall send all invoices to:

City of San Leandro  
Department of Finance  
c/o Purchasing Technician  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

3.6 Upon each yearly anniversary during the term of this Agreement (including both the initial term and all renewal terms), the Granicus Managed Service Fees shall automatically increase from the previous Managed Service Fees by five (5) percent per annum.

3.7 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 ninety (90) days of the date of the project kickoff call. Any purchased training not used during this ninety (90) day period will expire. If Client feels that it is necessary to obtain more training after the initial ninety (90) day period, Client may purchase additional training at that time.

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

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

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

#### 4. CONTENT PROVIDED TO GRANICUS

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

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

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

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 pursuant to Section 5.2 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, approval of which 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, 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 total amount of Managed Services Fees paid by Client under this Agreement for the six (6) month period prior to the date the claim arose, 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. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information of the other Party. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement 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.



7.2 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) if permitted by applicable law, 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 thirty-six (36) months after the date hereof. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party.

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

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

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

(c) Client shall refer to Exhibit F for the four (4) termination/expiration options available regarding Content.

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, 7, 8.2, 11, and 12 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 as set forth on Exhibit F, 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 terminate this Agreement and refund any prepaid fees to Client for which it has not received the services.

10. INTERLOCAL AGREEMENT.

10.1 This Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use, including the products and services and fees applicable thereto. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. MISCELLANEOUS.

11.1 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.

11.2 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.

11.3 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.

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

11.5 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.

11.6 Closed Captioning Services. Client and Granicus may agree that a third party will provide closed captioning or transcription services 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.

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

12.1 “Confidential Information” shall mean all proprietary or confidential information disclosed or made available by either party pursuant to this Agreement, directly or indirectly, in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection), that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to 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); provided, however, that Confidential Information shall not include the Content that is to be published on the Client Website.

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

12.3 “Client Website” shall mean the Client's existing websites.

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

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

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

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

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

12.9 “Managed Services Fee” shall mean the monthly cost of the Managed Services, as specified in Exhibit A.

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

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

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

12.13 "Trademarks" shall mean all trademarks, trade names and logos of Granicus and Client that are listed on Exhibit E attached hereto, and any other trademarks, trade names and logos that Granicus or Client may specify in writing to the other party from time to time.

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

|            |   |
|------------|---|
| Exhibit A: | Attached Boards and Commissions Proposal                  |
| Exhibit B: | Current Solution and Revised Solution with Proposal Added |
| Exhibit C: | Support Information                                       |
| Exhibit D: | Hardware Exhibit  |
| Exhibit E: | Trademark Information                                     |
| Exhibit F: | Termination or Expiration Options Regarding Content       |

SIGNATURES ON THE FOLLOWING PAGE

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

**GRANICUS, INC.**

By: \_\_\_\_\_



Jason Fletcher

Its: \_\_\_\_\_

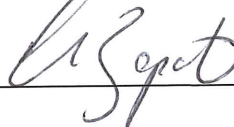
Chief Operating Officer

Address:

707 17<sup>th</sup> Street, Suite 4000  
Denver, CO 80202

**CITY OF SAN LEANDRO**

By: \_\_\_\_\_



Chris Zapata

Its: \_\_\_\_\_

City Manager

By: \_\_\_\_\_



Michael Hamer

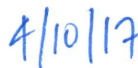
Its: \_\_\_\_\_

Information Technology Assistant Manager

Address:

835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

Date: \_\_\_\_\_



**EXHIBIT A**

**BOARDS AND COMMISSIONS PROPOSAL**

(Refer to separate document)





# GRANICUS

## Boards and Commissions Proposal

**PRESENTED BY:** Josh Hurni, Granicus

**PRESENTED TO:** San Leandro

**DELIVERED ON:** April 07, 2017

**EXPIRES ON:** April 28, 2017



## Why Choose Granicus?

### Granicus Cloud

- Over 1,200 clients in all 50 states, at every level of government
- 30+ years of government-focused experience
- More than 1.9 million government records and media files managed
- Public information is accessible on traditional desktop and modern mobile devices
- More than 265,350 government meetings online
- More than 109 million webcasts viewed
- Indefinite retention schedules for all archived meeting and non-meeting content
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Named a critical partner to online success by Center for Digital Government's 2015 Best of the Web winners
- Named to the 2015 GovTech100 by Government Technology and e.Republic Labs
- No. 16 on Emerging Local Government Leaders' Top 50 Local Government Companies in 2016

### Product Portfolio

- Provide a complete, end-to-end legislative management solution
- World's most experienced provider of government content management, transparency, and workflow automation
- The pioneer of a fully integrated legislative workflow management system for government
- First to market with an app specializing in electronic packets for elected officials and staff
- Government-specific website content management system as part of our product portfolio
- Offer a civic engagement solution to successfully enable two-way communication

### Our Support

- 98% customer satisfaction rating, 99% client retention rating
- Client success stories are available here: <http://www.granicus.com/customer/case-studies/>



### Customer Care Resources

The Granicus Help Center provides online access to our Knowledge Base with index search capabilities and includes video tutorials, how-to and best practice guides, frequently asked questions, and detailed product guides. The Help Center is located at <https://help.granicus.com> and will be made available to staff and end-users.

The Help Center includes the following features:

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

### On-going Training

Granicus provides on-going Customer Care as we build a lasting relationship with your team. Through our Customer Service Portal, we provide many resources designed to help you become an expert Granicus user.

### Product Upgrades

As a true hosted service, all updates are done automatically with no local intervention or software needed. As a result, all users will always experience the most current version of the system without dependency on updates or manual effort. This eliminates any possibility of "out-of-date" software typically associated with local application installation.

Finally our 98.5% client retention rating attest to the strength of Granicus' reliability and customer care service.

## SECURITY OVERVIEW

### Data Center Security

Having a robust and secure data center implementation is a necessity, not an option. Granicus Data Centers are designed for reliability and redundancy. Our data centers are guided by a "defense-in-depth" security strategy to ensure reliable access of government data. With a 99.9% uptime, we are confident that customer data are always available.

### Data Center Requirements:

- Secure - SSAE-16 Accreditation
- Reliable Network
- Data Availability: 99.9% Uptime
- Redundant Backups

### Granicus Server Locations

#### United States

- Primary Data Center in Ashburn, VA
- Backup Data Center in San Francisco, CA

### Robust Security Layers

Granicus implements a series of protective layers so that no single solution is relied upon to provide security, including:

- Hosting facilities that meet or exceed Tier III standards that are engineered to ensure application and data availability and security
- Edge-to-edge security, visibility, and carrier-class threat management and remediation. We utilize industry-leading tools to compare real-time network traffic and flag any anomalies such as: Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, worms or botnets.
- Network issues: traffic and routing instability, equipment failures, or misconfigurations
- Hardened, stateful inspection firewall technology
- An Intrusion Detection System (IDS) utilizing signature-, protocol-, and anomaly-based inspection methods
- 24x7x365 firewall, VPN, and IDS support and maintenance
- Security policies and procedures that are constantly maintained, tested, and updated

A Security Incident Response team/SSAE-16 accreditation ensures all customer data is secure from any tampering.

## Proposal Terms and Conditions

Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality.

The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for thirty-six (36) months after the date hereof. This Agreement shall automatically renew in perpetuity for 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.

Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

For existing clients, the costs associated with this proposal or purchase order are in addition to client's existing services.

If Client's solution requires any onsite training, client agrees to pay travel expenses for Granicus employees (including but not limited to airfare, lodging, meals) not to exceed two thousand dollars (\$2,000.00) per trip.

If multiple products are included in this proposal, product scope of work timelines might not run parallel to each other and extend the time of the overall project.

Granicus' statements regarding its plans, directions, and intent are subject to change or withdrawal without notice at Granicus' sole discretion. The information mentioned regarding potential future products is not a commitment, promise, or legal obligation to deliver any material, code, or functionality. Unless otherwise stated, this proposal is valid for 120 days.



## 1. Introduction and Background

This Scope of Work (SOW) defines deliverables, responsible parties and timelines for the implementation, and post-implementation service and support, of the legislative management solution provided by Granicus, Inc. (Granicus) to San Leandro ("Client"). This SOW is an integrated component of the final contract between Client and Granicus.

Business objectives to be achieved by this solution are as follows:

### **Boards and Commissions**

- Create customized application forms
- Manage board rosters, appointment workflows, and vacancies
- Provide information to public via embeddable buttons and widgets (defined as a component of an interface that enables a user to perform a function or access a service) for Client website
- Allow internal stakeholders to peruse information via citizen application search and filter tools

### **All Solutions**

- Receive training for all members of the organization through a "train-the-trainer" concept
- Substantially reduce hardcopy printing of documents related to meetings and legislation

4. Configuration, support, and software updates for one meeting body are included in the monthly managed service fees. A meeting body is understood to mean a body that requires any combination of the following:
  - a. A unique agenda template
  - b. A unique minutes template
  - c. Any other unique template
  - d. A separate meeting type, title, or purpose

Additional meeting bodies are considered out of scope.

5. Integration and validation with existing Granicus solution and content
6. Go-Live support
7. Training Classes. Granicus will provide online training to Client's designated System Administrators and on-site training for user training, which will be administered in a train-the-trainer approach.
8. Access to reference and support materials and documentation
9. API Integrations. Granicus makes available the use of its various APIs to its Clients to enable them to extend their Granicus data in a variety of ways. Examples include leveraging the API to import data from a third party system into Granicus and, conversely, exporting data to a third party system. Granicus will provide its APIs, as well as any existing documentation, to Client upon request. Any modification to the API is considered out of scope.

### 3. Out of Scope

This section captures the most common out-of-scope scenarios that Granicus encounters during the lifecycle of any given project. Granicus will not engage in any out-of-scope work without prior written approval from Client. Any product change or enhancement not explicitly listed in the project scope in Section 2 is considered out-of-scope.

#### 1. Creation of custom reports

- a. A custom report is defined as a report that requires modifications to the core application code in order to achieve a desired format or purpose.
- b. Examples of out-of-scope custom reports include, but are not limited to:
  - i. Creating a brand new data field that does not exist on any report or existing database
  - ii. Having data that displays on one type of report display on another
  - iii. Adding a second logo to a report
  - iv. In general, modifications to formatting (font, size, or justifications), or hiding or moving certain data elements on a single report, are not considered custom reports, and are thus considered "in-scope".
- c. The creation of any custom reports requires a separate assessment and project scope. Billing for custom reports is assessed on an hourly basis at the current professional services rate.

#### 2. API Integrations

## 4. Project Teams

### 4.1 Granicus Project Team

Granicus will assign the following team members to Client's implementation project:

1. **Project Manager (Granicus PM):** This is the primary person responsible for the implementation of and adherence to project plans. See below for the full job description.
2. **Designer:** The Designer is responsible for customizations and modifications of Granicus products that relate to reports and web design.
3. **Solution Validation Engineer:** This team member is responsible for reviewing Client's technical compatibility with new or existing Granicus solutions. He or she will confirm the solution will work in Client environment and ensure Client will maximize the intended and desired benefits from the solution.
4. **Product Trainer:** The Trainer delivers instructor-led online or in-person training.

Granicus reserves the right to make adjustments to the project team roles as deemed appropriate.

The Granicus resources assigned to this project will be knowledgeable of the Granicus modules included in the solution and Client's business processes and requirements. These resources shall be fully capable of performing assigned duties, fulfilling project commitments, and communicating with Client team members effectively.

#### Granicus Project Manager Responsibilities

The Granicus Project Manager will manage the Granicus project team and work with Client's Project Manager to establish a framework for communication, documentation, and reporting to be used throughout the project.

The Granicus Project Manager responsibilities include, but are not limited to:

1. Collaborating with Client's Project Manager to establish a project plan, including the project schedule and deliverables
2. Giving Granicus team members a clear understanding of their respective responsibilities throughout the project
3. Managing the activities of the Granicus project team to help maintain on-time completion of deliverables
4. Ensuring Granicus completes all unit and integration testing on all configurations and interfaces prior to training
5. Monitoring the progress of the project and advising Client Project Manager of any risks that could impact an on-time completion of specific tasks and deliverables
6. Maintaining regular communications with Client Project Manager
7. Managing escalations and timely resolution of any issues
8. Managing the approval and timely completion of change orders
9. Maintaining documentation of decisions made, commitments and follow-up items, deliverables, and other items/issues associated with the project for which Granicus is responsible



1. Collaborate with the Granicus Project Manager to establish the project schedule and deliverables
2. Ensure that all members of Client project team have a clear understanding of their respective responsibilities throughout the project
3. Manage the activities of Client's project team and partner resources to ensure the on-time completion of tasks and deliverables; create, maintain/update and complete all required project artifacts and other documentation
4. Monitor the progress of the project and advise the Granicus Project Manager of any risks that could impact an on-time completion of deliverables
5. Manage and track the project budget; flag for the project sponsors if additional funds are needed to complete the project
6. Maintain regular communications with the Granicus Project Manager and Client's project sponsors
7. Ensure that members of the Granicus Project Team have to Client's legislative process documentation and other Client resources to gain a sufficient understanding Client's legislative process and requirements to ensure a successful and effective implementation of the solution
8. Ensure that any customizations to the solution are fully specified and documented
9. Ensure that change orders contain a complete description and specification of the changes required

## 6. Milestones

For each milestone, Client's authorized representative shall give final, written approval that individual deliverables and milestones have been completed.

### 6.1 Milestone 1: Project Start Up

#### 6.1.1 Staffing and Project Management

Success of the project is dependent on both Granicus' and Client's commitment to collaborating and performing the tasks and obligations described in this SOW. Both Granicus and Client shall provide reasonable turnaround times (to be mutually agreed upon) on critical decisions, information requests, and approvals that are required to ensure that project tasks and deliverables are completed on time.

#### 6.1.2 Project Plan

Client and Granicus will work together to develop a comprehensive project plan consisting, at a minimum, of the components outlined below which are broken out by responsibility and ownership.

##### **Deliverables:**

1. **Communication Plan:** Client and Granicus will collaborate on and document processes to communicate project information to Client and vice versa. The plan, at minimum, should include:
  1. **Regularly Scheduled Status Calls:** Members of both Client and Granicus project teams should participate in regularly scheduled calls to provide status updates, discuss open issues, project risks, etc.
  2. **Written Status Updates:** Both Client and Granicus Project Managers should also provide written status updates at regularly scheduled intervals (e.g., weekly) to an agreed upon distribution of stakeholders, project team members and other appropriate personnel at both Client and Granicus.
  3. **Escalations:** In the event that the Granicus Project Manager does not respond to Client's needs, Client shall directly contact Granicus' Director of Professional Services (please email [implementation@granicus.com](mailto:implementation@granicus.com) to contact the Director of Professional Services).
2. **Resource Plan:** Client and Granicus will collaborate to compile a list of all personnel from Client and Granicus that are associated with the project. The list should include each person's role in the project and contact information as well as their allocation to the project.
3. **Training Plan:** Granicus will provide Client with the Training Plan on the Project Kickoff Call.

### 6.2 Milestone 2: Implementation

Granicus will deliver any required and purchased hardware to Client. Granicus will install and configure solution software for Client.



### 6.3 Milestone 3: Implementation Completion

Granicus performs unit and end to end testing as part of the normal development process. Granicus will conduct unit testing and integration testing using the following script for this implementation. (Please note this testing may be limited to one client machine and/or Granicus Encoding Appliance residing at Client.) Client is responsible for all client end-to-end testing.

Granicus will resolve all defects and complete any change requests that arise during testing and will review the fixes for all defects with Client. A change request is defined as request to add, modify, or delete a specific unit of functionality from what was documented in the original requirements. A defect is defined as any error, flaw, mistake, failure, or fault that prevents a unit of functionality, or the system, from working as intended, or to produce an incorrect result. Any and all security flaws (in any application layer) shall also be classified as defects. Client will test and sign off on defects as they are resolved. Any presence of defects or process of resolving defects will not impede milestone close out without Granicus' express approval.

**Deliverable:** Written confirmation of the successful completion of testing

## 6.5 Milestone 5: Scope of Work Complete

Final acceptance will be based on successful testing and implementation of the system, defined as:

1. Integration tested (with ability to provide evidence of testing upon Client's request)
2. End-to-end configuration and functionally tested

### 6.5.1 Documentation

Granicus will provide documentation to support the software. Any software tools or utilities that are desirable to tune, test, maintain, or support the software shall be specified by Granicus.

Documentation will include but is not limited to:

1. Technical administration
2. Software configuration
3. Interface(s)
4. Technical architecture diagram
5. Data flow diagram
6. Application administrator guide
7. End user day-to-day operation guide
8. Quick Reference Guides by job function

### 6.5.2 Close-Out Process

1. Close out invoicing
2. Finalize and deliver remaining documentation, recorded trainings, etc.
3. Granicus will provide a plan to Client for post-implementation support and maintenance. After Milestone 4: Training, Client will be introduced to assigned Client Success Manager (CSM) who will serve as the primary contact for any issues Client encounters or questions remaining in the first 30 days of solution usage. CSM will educate Client on how best to engage with and access the Granicus Customer Support Team. After the initial 30-day period with the dedicated CSM, the Customer Support Team will be responsible for assisting Client with any issues.

| Platform                                    | Browser   |
|---|---|
| Microsoft Windows (version XP SP2 or newer) | Microsoft Internet Explorer, version 9 or newer |
| Mac OS X (version 10.5 or newer)            | Apple Safari, version 5 or newer                |
| iOS (version 4.2.1 or newer)                | --  |
| Android (version 2.2.1 or newer)            | --  |

Please note: performance on Android devices may vary depending on the version, phone manufacturer, and carrier.

### 3. Hardware Technical Requirements:

## 7.3 Scope and Cost Assumptions

1. Both Granicus and Client will follow a Change Order process for handling any work that is not defined in this Scope of Work. The Change Order process is jointly managed by the Granicus and Client Project Managers. All changes must be documented in a Change Log, and approved by both parties prior to work being undertaken.
2. Requested Client changes to the Scope of Work may increase project costs or introduce timeline delays.

## 7.4 Training Assumptions

1. Client will have appropriate staff members attend and participate in the training sessions as to allow the training sessions to be completed in the time designated in the project plan. It is critical that senior personnel from Client attend all necessary training in that they will be the people that the junior people come to for assistance.
2. Granicus assumes that Client will provide a training facility suitable for those purposes and in a timeframe supported by the project plan.
3. Granicus will train a core group of users onsite. These users will be responsible for educating others within Client organization after formal Granicus training ends (the "train-the-trainer" approach).

## **EXHIBIT B**

### **CURRENT SOLUTION**

The current Granicus solutions used by CLIENT include:

- Open Platform
- Government Transparency
- Legislative Management
- Civica CMS

CLIENT pays the following monthly managed service fee:

**\$2,730.83/month**

### **REVISED SOLUTION**

The revised Granicus solutions used by CLIENT include:

- Open Platform
- Government Transparency
- Legislative Management
- Civica CMS
- Boards and Commissions

With \$500.00 a month added for Boards and Commissions  
CLIENT pays the following monthly managed service fee:

**\$3,230.83/month**

## **EXHIBIT C**

### **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 707 17<sup>th</sup> Street, Suite 4000, Denver, CO 80202.

(b) Telephone Numbers. Office staff may be reached from 6:00 AM to 6:00 PM Mountain time at (720) 240-9586 or toll-free at (877) 889-5495. The technical support staff may be reached at (877) 899-5495 ext. 1.

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

2. Support Policy. When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. 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.

3. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

4. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications ("Modifications") into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Agreement, Granicus and Client will use commercially reasonable efforts to enter into a written scope of work ("SOW") setting forth the Modifications to be done, the timeline to perform the work and the fees and costs to be paid by Client for the work.

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

4.2 Acceptance. Client understands that all work contemplated by this exhibit is on a “time-and-materials” basis unless otherwise stated in the SOW. Delivery of the software containing the Modifications shall be complete once such software is delivered and deemed by Granicus to be ready for Client’s use. Client will have fifteen (15) days after delivery of the Modifications to notify Granicus of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

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

5. Limitation of Liability; Exclusive Remedy. 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.

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## **EXHIBIT D**

### **HARDWARE EXHIBIT**

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the 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 Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Agreement.

1. Price. The price for the Hardware shall be the price specified in the Proposal.
2. Delivery. Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. Acceptance. Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. Service Response Time. For hardware issues requiring replacement, Granicus shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client's responsibilities will include:
  - a. Mount server on client rack (if applicable)
  - b. Connecting original network cables.
  - c. Connecting original audio and video cables (if applicable).
5. LIMITATION OF LIABILITY. GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS' LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.

6. Hardware. In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above-mentioned services under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not guaranteed.
7. Remote Accessibility. Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with necessary information to diagnose and resolve software problems. Should the Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understand that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours in the event Granicus technicians are unable to access remote Granicus systems.
8. Purchased Hardware Warranty. For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Hardware warranty shall commence on the Effective Date of the Agreement.
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 or warranties whatsoever in the event Client uses non-approved hardware.
10. Client Changes to Hardware Prohibited. Client shall not install any software or software components that have not been agreed upon in advance between Client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.



## EXHIBIT E

### TRADEMARK INFORMATION

Granicus Registered Trademarks ® Include:



Granicus logo as a mark

Granicus®

Legistar®

MediaVault®

MinutesMaker®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™ Include:

CivicIdeas™

iLegislate™

InSite™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MediaVault™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

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

Client Trademarks

## **EXHIBIT F**

### **TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT**

In case of termination or expiration of the 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 an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to Client at Granicus' actual cost, which shall not be unreasonable.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at any time.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

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, or whenever transfer of content is completed, whichever is later.

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