

## **FIRST AMENDMENT TO SERVICE AGREEMENT BETWEEN GRANICUS, INC. AND THE CITY OF SAN LEANDRO**

This First Amendment (this “Amendment”) to the Service Agreement is effective as of the date of last execution, and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as “Granicus”), and the City of San Leandro, a California Charter City (hereinafter referred to as “Client”), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated March 28, 2017 (the “Agreement”) for Granicus software and managed services; and

WHEREAS, Granicus and Client may amend the Agreement pursuant to Section 11.1 of the Agreement; and

WHEREAS, the Client wishes to extend the term of the Agreement; and

WHEREAS, the Client wishes to add DisclosureDocs and CampaignDocs to its procured products and services, as set forth in Exhibit A.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granicus and Client agree to amend the Agreement as follows:

1. Section 8.1, TERM, of the Agreement is amended to replace the existing text in its entirety with the following: “The term of this Agreement shall commence on the date hereof and shall continue in full force and effect until June 30, 2020. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party.
2. Exhibit A, BOARDS AND COMMISSIONS PROPOSAL, and Exhibit B, CURRENT SOLUTION AND REVISED SOLUTION WITH PROPOSAL ADDED, of the Agreement are hereby amended to include Exhibit A attached to this Amendment and incorporated herein by reference. Compensation shall be amended to include the fees detailed in Exhibit A to this Amendment.
3. Section 1, Contact Information, of Exhibit C, SUPPORT INFORMATION, of the Agreement is hereby amended to replace the existing text in its entirety with the following:
  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 408 St. Peter Street, Suite 600, St. Paul, MN 55102.
    - (b) Telephone Numbers. Technical support staff may be reached from 6:00 AM to 8:00 PM Mountain time at 1-800-314-0147.
    - (c) Internet and E-mail Contact Information. The support portal for Granicus is [support.granicus.com](http://support.granicus.com). E-mail may be sent to the support staff at [support@granicus.com](mailto:support@granicus.com).
4. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

5. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail.

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

**SAN LEANDRO**

**GRANICUS, INC.**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Printed Name)

Name: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
(Execution Date)

Date: \_\_\_\_\_  
(Execution Date)

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