

## GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement"), dated as of the 11<sup>th</sup> day of October, 2016 (the "Effective Date"), is entered into between GRANICUS INC ("Granicus"), a Foreign Profit Corporation, and the City of Pembroke Pines, a Florida municipal corporation (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 Warranty. 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 will not pursue any other remedy until

it notifies 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 Representations Made By Granicus. Granicus hereby represents to the Client, with full knowledge that the Client is relying upon these representations when entering into this Agreement with Granicus, that Granicus has the professional expertise, licenses, experience, and manpower to perform the services to be provided by Granicus pursuant to the terms of this Agreement.

2.5 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. If the Client notifies Granicus of any problems or issues pertaining to the Hardware or Software, 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:

Name:

Title:

Address: 10100 Pines Boulevard, Pembroke Pines, Florida 33025

Email: [granicus@granicus.com](mailto:granicus@granicus.com)

All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

3.6 Upon each yearly anniversary of Granicus Hardware and Software delivery as defined under Section 3.4 above 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 upfront 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' Trademark is 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. Granicus shall not use Client's trademark for any other reason, including but not limited to promotional use.

6. Limitation of Liabilities. In no event will Granicus' and its suppliers' and licensors' liability exceed the total value of the contract, regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)). Notwithstanding any provision to the contrary contained elsewhere under this Agreement, the foregoing exclusions and limitations on liability set forth above shall not apply to (1) direct damages relating to or arising from Granicus's (a) negligent conduct resulting in personal injury or death, or damage to real or tangible personal property, or (b) gross negligence or willful misconduct; (2) any type damages relating to or arising from: (a) third-party claims relating to Granicus' indemnification obligation under this Agreement.

## 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, however, the Client may disclose any information under this Agreement that is subject to disclosure under Florida Public Records law.

## 8. TERM AND TERMINATION

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 renewed for additional one (1) year terms upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.

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.

(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, 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 E, 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, after it has provided the Client with copies of all content in the form of compact discs or other equivalent format.

8.4 Termination by the Client. After twelve (12) months from the Effective Date, the Client may terminate this Agreement for convenience, upon ninety (90) days written notice by the Client to Granicus for such termination. In the event Granicus abandons this Agreement or causes it to be terminated, it shall indemnify the Client against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

#### 8.5 Termination for Cause by the Client

The Client may terminate this Agreement for cause immediately if any of the following circumstances occur:

- 8.5.1 Granicus' failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than ten (10) days after the Client's delivery of a written notice to Granicus' of such breach or default;
- 8.5.2 Granicus becomes insolvent;
- 8.5.3 Granicus takes the benefit of any present or future insolvency statute;
- 8.5.4 Granicus makes a general assignment for the benefit of creditors;
- 8.5.5 Granicus files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 8.5.6 Granicus consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 8.5.7 A petition under any present or future insolvency laws or statute is filed against Granicus and such petition is not dismissed within thirty (30) days after its filing; or

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, the Client may terminate this Agreement immediately and Granicus must 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. PUBLIC RECORDS

11.1 The Client is public agency subject to Chapter 119, Florida Statutes. Granicus shall comply with Florida's Public Records Law as amended. Specifically, Granicus shall:

11.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the Client in order to perform the service;

11.1.2 Provide the public with access to such public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

11.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

11.1.4 Meet all requirements for retaining public records and transfer to the Client, at no cost, all public records in possession of the contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the agency.

11.2 The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the Client may terminate the Agreement.

## 12. NON-EXCLUSIVITY

The relationship between the Client and Granicus created hereunder and the services to be provided by Granicus pursuant to this Agreement are non-exclusive and performed on an as needed basis, with no guaranty as to any minimum amount of work to be done or performed by Granicus. The Client shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by Granicus hereunder, so long as no other contractor shall be engaged to perform the specific project(s) assigned to Granicus while Granicus is so engaged without first terminating such assignment.

## 13. NON-DISCRIMINATION & EQUAL OPPORUNITY EMPLOYMENT

13.1 During the performance of the Agreement, neither Granicus nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified.

13.2 Granicus will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Granicus shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Granicus further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## 14. INDEMNIFICATION

14.1 Granicus shall indemnify and hold harmless the Client and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Client or its officers, employees, agents or instrumentalities incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of the performance of this Agreement by the Granicus or its employees, agents, servants, partners principals or subcontractors. Granicus shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Client, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees issued thereon. Granicus expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Granicus shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Client or its officers, employees, agents and instrumentalities as herein provided.

14.2 Granicus shall indemnify the Client for all losses, damages, expenses or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. Granicus will defend and/or settle at its own expense any action brought against the Client to the extent that it is based on a claim that products or services furnished to the Client by Granicus pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

15. MISCELLANEOUS

15.1 Amendment, Modification, and Waiver. This Agreement may be amended or modified only in writing signed by each of the parties hereto. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

15.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Granicus without the prior written consent of Client. For purposes of this Agreement, any change of ownership of Granicus shall constitute an assignment which requires Client approval. However, this Agreement shall run to the Client and its successors and assigns.

15.2.1 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless mutually agreed upon by the parties and contained in a written document executed with the same formality and of equal dignity herewith.

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

15.4 Venue. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.

15.5 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.6 Independent Contractors. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Granicus is an independent contractor under this Agreement and not the Client's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

15.6.1 Granicus shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Granicus' activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Granicus, which policies of Granicus shall not conflict with the Client, State, or United States policies, rules or regulations relating to the use of Granicus Funds provided for herein. Granicus agrees that it is a separate and independent enterprise from the Client, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Granicus and the Client and the Client will not be liable for any obligation incurred by Granicus, including but not limited to unpaid minimum wages and/or overtime premiums.

15.7 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.

15.8 Attorney's Fees. Client reserves the right to select its own legal counsel to conduct any defense in any such proceeding involving a dispute of this Agreement and all costs and fees associated therewith shall be the responsibility of Granicus.

15.9 No Contingent Fees. Granicus warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Granicus to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Granicus any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Client shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.10 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Granicus and the Client designate the following as the respective places for giving of notice:

CLIENT: Charles F. Dodge  
City Manager  
City of Pembroke Pines  
10100 Pines Boulevard  
Pembroke Pines, Florida 33026

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

GRANICUS: GRANICUS INC  
Attn: Jason Fletcher  
Address: 707 17<sup>th</sup> Street, Suite 4000, Denver CO 80202

15.11 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.12 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

15.13 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.14 Extent of Agreement. This Agreement represents the entire and integrated agreement between the Client and the Granicus and supersedes all prior negotiations, representations or agreements, either written or oral.

## 16. NO THIRD PARTY BENEFICIARIES

16.1 Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Client, Granicus and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

## 17. DEFAULT OF CONTRACT & REMEDIES

17.1. Damages. The Client reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Granicus to perform in accordance with the requirements of this Agreement, or for losses sustained by the Client resultant from Granicus' failure to perform in accordance with the requirements of this Agreement.

17.2 Default of Contract. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Granicus:

17.2.1. The abandonment of the services and/or equipment by Granicus for a period of more than seven (7) business days.

17.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect.

17.2.3 In the judgment of the Client, work provided by Granicus does not conform to the requirements of this Agreement or exhibits poor workmanship. The Client shall be the sole judge of non-conformance or poor workmanship.

17.3 Remedies in Default. In case of default by Granicus, the Client shall notify Granicus, in writing, of such default and Granicus to comply with all provisions of the Agreement. If the default is not cured within ten (10) business days of when notice was sent by the Client, the Client may declare a default of the Agreement and notify Granicus of such declaration of default and terminate the Agreement. The parties shall work together to ensure that the default is cured to the satisfaction of the Client.

17.4. Operations During Dispute. In the event that a dispute, if any, arises between Client and Granicus relating to this Agreement, performance or compensation hereunder, Granicus shall continue to provide the Services in full compliance with all terms and conditions of this Agreement as interpreted by the Client regardless of such dispute.

## 18. DEFINITIONS.

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

18.1 "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 all information identified as a trade secret as defined in sections 815.04(3) and 812.081, Florida Statutes including product specifications, technical data, software data programs, inventions, processes, and training manuals. Confidential Information shall not include the Content that is to be published on the Client Website or information subject to disclosure under Florida Public Records law.

18.2 “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.

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

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

18.5 “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.

18.6 “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).

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

18.8 “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.

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

18.10 “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.

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

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

18.13 "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: Proposal
- Exhibit B: Current Solution
- Exhibit C: Support Information
- Exhibit D: Hardware Exhibit
- Exhibit E: Trademark Information
- Exhibit F: Termination or Expiration Options Regarding Content

19. No Waiver of Sovereign Immunity. Nothing contained herein is intended to serve as a waiver of sovereign immunity by the Client or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

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

**GRANICUS, INC.**

**CITY:**

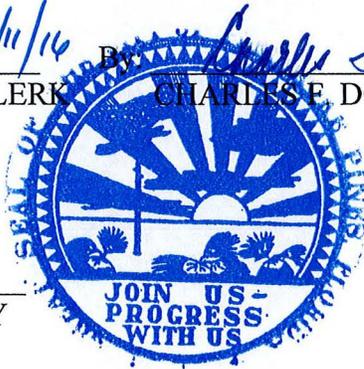
CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

*Jan* *M. D. Rogers 10/11/16* By *Charles E. Dodge*  
 MARLENE D. GRAHAM, CITY CLERK CHARLES E. DODGE, CITY MANAGER

APPROVED AS TO FORM:

*Julie Klahr*  
 OFFICE OF THE CITY ATTORNEY



**GRANICUS INC**

By: *Jason Fletcher*

Jason Fletcher

Its: Chief Executive Officer  
 Address: 707 17<sup>th</sup> Street, Suite 4000  
 Denver, Colorado 80202

**EXHIBIT A**

**PROPOSAL**

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## **EXHIBIT B**

### **CURRENT SOLUTION**

The current Granicus solutions used by CLIENT include:

- Legislative Management

CLIENT pays the following monthly managed service fee:

**\$1,105.17/month**

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## 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 5:00 AM to 5:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

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

2. Support Policy. Granicus shall provide unlimited support services at no additional cost to the Client. 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 shall not modify its support and maintenance policies in accordance with this Agreement without the Client's written consent. Such consent shall not be unreasonably withheld.

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. Any modifications shall be done in accordance with Paragraph 14.1 of this Agreement.

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.

## 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. Acceptance of Hardware does not waive the Client's right to assert a cause of action for damages under this Agreement nor does acceptance waive the Client's warranty rights as stated herein.
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 that are at the Client's convenience. 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).
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.
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, at the Client's convenience, 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.

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.

## 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 anytime.
- 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.