

**GRANICUS, INC.
SERVICES AGREEMENT**

THIS SERVICE AGREEMENT (the “**Agreement**”), dated as of July 1, 2011 (the “**Effective Date**”), is entered into between Granicus, Inc. (“**GRANICUS**”), a California Corporation, and the County of Monterey, a political subdivision of the State of California (the “**COUNTY**”).

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 COUNTY desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein, to facilitate streaming and distribution of live and archived digital media content, (ii) engage GRANICUS to integrate its Granicus Software onto the COUNTY Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with GRANICUS to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, GRANICUS will provide COUNTY with the GRANICUS Software, Professional Services, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A.

2. GRANT OF LICENSE.

2.1 Ownership. GRANICUS, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. GRANICUS agrees to provide COUNTY with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to GRANICUS and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, COUNTY may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the COUNTY’s Managed Services will also result in the immediate termination of the COUNTY’s Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, GRANICUS warrants that the Granicus Software, as provided by GRANICUS, will substantially perform in accordance with its applicable written specifications for as long as the COUNTY pays for and receives Managed Services. COUNTY’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. COUNTY 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 COUNTY 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 COUNTY agrees to pay all costs as outlined in Exhibit A.

3.2 Monthly billing for Managed Services shall begin forty-five (45) days after the receipt of a fully executed Agreement or the receipt of a purchase order for the up-front costs, whichever occurs first, as agreed upon in Exhibit A.

3.3 COUNTY agrees to pay all invoices from GRANICUS within thirty (30) days of receipt of invoice by the County Auditor Controller's Office COUNTY for Managed Services Fee to GRANICUS on a monthly basis Granicus, Inc. shall send all invoices to:

Monterey County InformationTechnology
1590 Moffett Street
Sailnas, Ca. 93905
Attn: Accounts Payable

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

3.5 Training Granicus shall provide one (1) online training as part of this Agreement to be scheduled by the County at a mutually convenient date/time and as specified by the Granicus training coordinator and mutually agreed by the designated representative of the County.

3.6 Additions. GRANICUS, at its' sole discretion, may add features or functionality to existing product suite bundles for various reasons, including to enhance GRANICUS' offerings, or improve user satisfaction. During the initial period of this Agreement, the customer understands that the use of these additional products is included in the originally agreed upon monthly managed services fees. At contract renewal, the customer acknowledges that this added functionality may have additional monthly managed service charges associated with it and that monthly managed services rates on renewals may have a higher rate than preceding years.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The COUNTY 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. COUNTY 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.

4.3. Content Ownership. The COUNTY shall own all right, title, and interest in and to all content generated by the COUNTY on a worldwide basis, (i) with respect to content captured by cameras or microphones at the venue, at the time such content is so captured and prior to the time it is transmitted to the computer at the venue and (ii) with respect to all other content, at the time such content is transmitted or otherwise provided to CONTRACTOR pursuant to this Agreement.

In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video files on DVR and a compact disc (CD) that contains the index and clip name data in CSV or XML format will be created and sent to the Client. This option may result in an additional charge to Client.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content from the MediaVault in CSV or XML format. This option shall be provided free of charge.

5. TRADEMARK OWNERSHIP. GRANICUS and COUNTY's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the COUNTY pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive

damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of COUNTY.

7.2 Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM AND TERMINATION

8.1 The term of this Agreement is from July 1, 2011 to June 30, 2014, unless sooner terminated pursuant to the terms of this Agreement.

8.2 Termination. During this term of this Agreement, the COUNTY may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided to the date of termination.

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

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

(b) COUNTY has the right to keep any purchased hardware, provided that COUNTY removes and/or uninstalls any Granicus Software on such hardware. However, if COUNTY has received hardware as part of a Granicus Open Platform Suite solution ("Open Platform Hardware"), COUNTY understands that upon termination of this Agreement, COUNTY shall immediately return the Open Platform Hardware to Granicus, Inc. The Open Platform Hardware must be returned within fifteen (15) days of termination, and must be in substantially the same condition as when originally shipped, subject only to normal wear and tear; and

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

8.4 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content, GRANICUS shall allow the COUNTY limited access to the COUNTY's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The COUNTY 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 COUNTY the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if GRANICUS determines that neither of the foregoing options are reasonably available, GRANICUS may cease providing the applicable services or require that COUNTY cease use of and destroy the Granicus Software. In that event, and provided that COUNTY returns or destroys (and certify to such destruction of) all copies of the Granicus Software in COUNTY's possession or control, if any, GRANICUS will refund to COUNTY all license fees paid by COUNTY under the current Agreement.

10. MISCELLANEOUS.

10.1 Amendment and Waiver. This Agreement may be amended, modified, waived or

canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

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

10.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

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

10.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

10.6 Closed Captioning Services. COUNTY and Granicus may agree that closed captioning or transcription services will be provided by a third party under this agreement. In such case, COUNTY expressly understands that the third party is an independent contractor and not an agent or employee of GRANICUS. GRANICUS is not liable for acts performed by such independent third party.

10.7 Authority. Any individual executing this Agreement on behalf of the COUNTY or GRANICUS represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

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

To GRANICUS, INC: Granicus, Inc.
 Attn: Tom Spengler, CEO
 568 Howard Street
 San Francisco, CA. 94105

To the COUNTY: Information Technology Department
 1590 Moffett Street
 Salinas, Ca. 93905
 Sarah House

11. CONFLICT OF INTEREST. GRANICUS covenants that GRANICUS, its responsible officers, and its employees having major responsibilities for the performance of work under the Agreement presently have no interest and during the term of the Agreement will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of GRANICUS's services

under this Agreement.

12. INDEMNIFICATION. GRANICUS shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "COUNTY"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors while on COUNTY site, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY.

13. INSURANCE.

13.01. Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

13.02 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

13.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
- Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

14. LEGAL, REGULATORY COMPLIANCE

14.1 This Agreement and all operations hereunder by GRANICUS and the COUNTY shall be subject to all applicable laws. GRANICUS shall comply with all applicable laws in fulfilling its obligation under this Agreement.

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

Exhibit A: Proposal

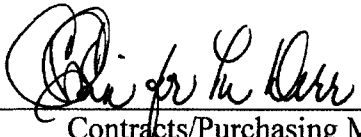
Exhibit B: Support Information Exhibit C: Trademark Information

Exhibit D: Termination or Expiration Options Regarding Content

THIS SECTION LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the COUNTY and GRANICUS have executed this Agreement as of the day and year written above.

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Manager

Date: JUL 22 2011

By: _____
Department Head (if applicable)

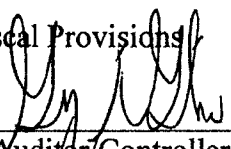
Date: _____

Approved as to Form

By: 
Deputy County Counsel

Date: 6-14-11


Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 6-14-11

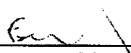
CONTRACTOR

Granicus Inc.
Contractor's Business Name*

By: 
(Signature of Chair, President, or Vice-President)*

Ed Roshitz, COO
Name and Title

Date: 4/26/11

By: 
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

Emerg Jones CFO
Name and Title

Date: 4/26/11

*

**INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.*

ENTERED

JUL 21 2011

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EXHIBIT A

PROPOSAL

Total Monthly Maintenance Cost: \$1717.20

Product	Monthly Maintenance Costs
Agenda Parser	\$125.00
Agenda Integration	\$150.00
Audio Podcasting	\$200.00
Document Templates	\$100.00
MinutesMaker	\$275.00
Outcast Encoder	\$80.00
Original Programming Portal	\$107.20
Stream Replicator	\$180.00
Bandwidth & Storage	\$500.00
Total Monthly	\$1717.20

Managed Services Overview/Scope of Work

1. Agenda partner integration support
2. Agenda parser support & maintenance
3. Outcast encoder support & maintenance
4. Document template support & maintenance
5. Audio podcasting services
6. Bandwidth & storage for video streaming
7. Minutesmaker support & maintenance
8. Continuous product upgrades
9. Pro-active relationship & success maintenance
10. Unlimited access to online training for certified Granicus users
11. Original programming portal integration support & maintenance
12. Stream replicator support & maintenance

The Yearly cost of the Agreement is as follows:

Term	Yearly Cost
July 1, 2011 – June 30, 2012	\$ 20,606.40
July 1, 2012 – June 30, 2013	\$ 20,606.40
July 1, 2013 – June 30, 2014	\$ 20,606.40

EXHIBIT B

SUPPORT INFORMATION

1. **Contact Information.** The support staff at Granicus may be contacted by the COUNTY at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) **Mailing Address.** Mail may be sent to the support staff at Granicus headquarters, located at 568 Howard Street, Suite 300, San Francisco, California, 94105.

(b) **Telephone Numbers.** Office staff may be reached from 8:00 AM to 7:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 655-2400 from 8:00 AM to 7:00 PM Pacific time. After hours or in case of a technical support emergency, the support staff may be reached at (415) 655-2414, twenty-four (24) hours a day, seven (7) days a week.

(c) **Internet and E-mail Contact Information.** The website for Granicus is www.granicus.com. E-mail may be sent to the support staff at support@granicus.com.

2. **Recognized COUNTY Representatives.** Granicus strives to provide unparalleled support to its COUNTYs by ensuring that COUNTY staff is properly educated and is prepared to maximize its Granicus Solution. Any COUNTY Representative who wishes to participate and receive Granicus customer advocacy services shall participate in and complete the training program that is suited for the Granicus Solution. Once a COUNTY Representative completes the training, that Representative will be recognized in Granicus' internal system as qualified to receive support and ongoing education services. All COUNTY Representatives are eligible to receive technical support services, regardless of participation in the training program.

3. **Support Policy.** When Granicus received notification of an issue from COUNTY, a Granicus account manager or technical support engineer will respond directly to the COUNTY via phone or e-mail with (a) an assessment of the issue, (b) an estimated time for resolution, and (c) will be actively working to resolve the issue as appropriate for the type of issue. Notification shall be the documented time that Granicus receives the COUNTY's call or e-mail notifying Granicus of an issue or the documented time that Granicus notifies COUNTY there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

4. **Scheduled Maintenance.** Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the COUNTY with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the COUNTY will be provided as much advance notice, if any, as possible under the circumstances.

5. **Software Enhancements or Modifications.** The COUNTY may, from time to time, request that Granicus incorporate certain features, enhancements or modifications into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Service Agreement, Granicus and COUNTY will use commercially reasonable efforts to perform all tasks in the Statement of Work ("SOW"). Upon the COUNTY's request for such enhancements/modifications, the COUNTY shall prepare a SOW for the specific project that shall define in detail the Services to be performed. Each such SOW signed by both parties is deemed incorporated in this exhibit by reference. Granicus shall submit a cost proposal including all costs pertaining to furnishing the COUNTY with the

enhancements/modifications.

5.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

5.2 Acceptance. COUNTY understands that all work contemplated by this exhibit is on a "time- and-materials" basis unless otherwise stated in the SOW. Within ten (10) business days of Granicus' completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to COUNTY, COUNTY will provide Granicus with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. COUNTY agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

5.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

6. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND COUNTY'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

[End of Support Information]

**EXHIBIT C
TRADEMARK INFORMATION**

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus®

MediaVault®

Mobile

Encoder®

Outcast

Encoder®

StreamReplic

ator®

Granicus Trademark Names ™

Integrated Public

Record™ Intelligent

Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

COUNTY Trademarks

EXHIBIT D
TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination by COUNTY or expiration of the Service Agreement, Granicus and the COUNTY shall work together to provide the COUNTY with a copy of its Content. The COUNTY shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video files on DVR and a compact disc (CD) that contains the index and clip name data in CSV or XML format will be created and sent to the COUNTY. This option may result in an additional charge to COUNTY.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content from the MediaVault in
in
CSV or XML format. This option shall be provided free of charge.

The COUNTY 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.