



Procurement Vehicle: Direct  
In Support of: Blaine MN

Quote Number: Q-11857  
Quote Prepared On: 9/7/2017  
Quote Valid Through: 9/8/2017  
Payment Terms: Net 30

**Granicus Contact:**  
Name: Ryan McClain  
Phone: +1 8044849161  
Email: ryan.mcclain@granicus.com

The term of this Agreement shall commence on the date this document is signed and continue for 3 years.

**ONE-TIME FEE**

Product Name	Product Description	Invoice Schedule	Quantity	One-Time Total
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.	50% Up Front 50% Upon Delivery	1.00	\$3,500.00
Granicus Encoding Appliance Hardware Configuration (GT)	Remote configuration and deployment of an encoding appliance.	Milestones	1.00	\$875.00
US Shipping Charge C - Large Item	US shipping of a large item	50% Up Front 50% Upon Delivery	1.00	\$125.00
<b>TOTAL:</b>				<b>\$4,500.00</b>

**ANNUAL SUBSCRIPTION FEE**

Product Name	Product Description	Invoice Schedule	Quantity	Annual Total
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.	Monthly	1.00	\$9,348.00
Granicus Encoding Appliance Hardware (Managed)		Monthly	0.00	\$0.00



Product Name	Product Description	Invoice Schedule	Quantity	Annual Total
Legistar	Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes: <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Unlimited data storage and retention</li> <li>• Configuration services for one meeting body\type</li> <li>• One Legistar database</li> <li>• One InSite web portal</li> <li>• Design services for one agenda report template</li> <li>• Design services for one minute's report template</li> </ul>	Monthly	1.00	\$0.00
Legistar Agenda Management System		Monthly	1.00	\$13,392.00
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.	Monthly	1.00	\$1,200.00
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/ stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.	Annual	1.00	\$1,200.00
<b>TOTAL:</b>				<b>\$25,140.00</b>

**FUTURE YEAR PRICING**

Product Name	Year 2	Year 3		
Government Transparency Suite	\$ 9,815.40	\$ 10,306.17		
Granicus Encoding Appliance Hardware (Managed)	\$ 0.00	\$ 0.00		
Legistar	\$ 0.00	\$ 0.00		
Legistar Agenda Management System	\$ 14,061.60	\$ 14,764.68		
Open Platform Suite	\$ 1,260.00	\$ 1,323.00		
Granicus Encoding Appliance Software (GT)	\$ 1,260.00	\$ 1,323.00		



## TERMS AND CONDITIONS

- Link to State & Local Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- All fees are due at the beginning of the period of performance. Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of **Blaine MN** to provide applicable exemption certificate(s).

## AGREEMENT AND ACCEPTANCE

### Blaine MN

### Billing Information

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_



## Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between the party procuring Granicus Products and Services ("**Customer**") and GovDelivery, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Customer and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Customer accepts this Agreement. In the event there is a conflict between this Agreement and any other contract Customer has for the Granicus Products and Services ("**Contract**"), the terms of the Contract shall prevail. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Customer will be via email or posting to the Granicus website.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

**"Agreement Term"** means the total time covered by the Initial Term and all Extension Terms for each Order, SOW or Exhibit under this Agreement, further specified in Section 7.1.

**"Exhibit"** means any exhibit referenced herein and attached hereto.

**"Extension Term"** any term that increases the length of the Initial Term of this Agreement.

**"Fees"** mean the fees charged by Granicus for the Granicus Products and Services as identified on each Order, SOW or Exhibit and, unless otherwise stated in each Order, SOW or Exhibit, invoiced upon commencement of the Order Term.

**"Granicus Products and Services"** means the products and services made available to Customer pursuant to this Agreement, which may include Granicus products, services, application software accessible for use by Customer on a subscription basis ("**SaaS**"), Granicus professional services, content from any professional services or other required equipment components ("**Required Hardware**"), as specified in each Order, SOW or Exhibit.

**"Initial Term"** shall have the meaning specified in the Order, SOW or Exhibit between Granicus and Customer for the first duration of performance that Customer has access to Granicus Products and Services.

**"Order"** means a written order, proposal, or purchase document in which Granicus agrees to provide and Customer agrees to purchase specific Granicus Products and Services.

**"Order Term"** shall mean the then-current duration of performance identified on each Order, SOW or Exhibit, for which Granicus has committed to provide, and Customer has committed to pay for, Granicus Products and Services.

**"Statement of Work"** or "**SOW**" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order, SOW or Exhibit shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order, SOW or Exhibit placed hereunder.

**"Support"** means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order, SOW or Exhibit placed between the Parties.

## 2. Ordering and Scope

- 2.1. Ordering Granicus Products and Services.** The Parties may execute one or more Order, SOW or Exhibit related to the sale and purchase of Granicus Products and Services. Each Order, SOW or Exhibit will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and

Services. Each Order, SOW or Exhibit must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order, SOW or Exhibit, then the Order, SOW or Exhibit need not be executed by the Parties. Each Order, SOW or Exhibit dated on or after the Effective Date shall be governed by this Agreement regardless of any pre-printed legal terms on each Order, SOW or Exhibit, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.
- 2.3. Future Functionality.** Customer acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Customer, the terms of this Agreement and set forth in one or more Order, SOW or Exhibit 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. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Customer and the applicable additional party upon written request.

### **3. Use of Granicus Products and Services and Proprietary Rights**

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Customer as subscriptions during an Order Term specified in each Order, SOW or Exhibit. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order, SOW or Exhibit (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order, SOW or Exhibit.
  - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.
  - 3.2.2. Content.** Customer can only use Granicus Products and Services to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.
  - 3.2.3. Granicus Communications Suite Subscriber Information**
    - 3.2.3.1. Data Provided by Customer.** Data provided by Customer and contact information gathered through Customer's own web properties or activities will remain the property of Customer ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Customer, unless required by law.
    - 3.2.3.2. Data Obtained through the Granicus Advanced Network**
      - 3.2.3.2.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscriber to other Granicus customer's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of

the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

**3.2.3.2.2.** Access to the Advanced Network is a benefit of the Communications Cloud subscription with Granicus. Network Subscribers are available for use only while Customer is under an active subscription with Granicus. Network Subscribers will not transfer to Customer upon termination of any Granicus Order, SOW or Exhibit. Customer shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Customer within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

**3.2.3.2.3. Opt-In.** During the last 10 calendar days of Customer's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Customer may send an opt-in email to Network Subscribers that shall include an explanation of Customer's relationship with Granicus terminating and that the Network Subscribers may visit Customer's website to subscribe to further updates from Customer in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Customer upon termination.

**3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

**3.3. Restrictions.** Customer shall not:

**3.3.1.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order, SOW or Exhibit placed hereunder;

**3.3.2.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

**3.3.3.** Use the Granicus Products and Services for any unlawful purposes;

**3.3.4.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

**3.3.5.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

**3.3.6.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

**3.4. Customer Feedback.** Customer hereby grants to Granicus an irrevocable, non-exclusive, perpetual, royalty-free transferrable license, with right to sublicense, to use and incorporate into the Granicus Products and Services any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the Granicus Products and Services.

**3.5. Required Hardware.** For Required Hardware purchased from Granicus by Customer, Granicus will provide to Customer a three (3) year warranty with respect to the Required Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Required Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Required Hardware warranty shall commence on the Effective Date of each applicable Order, SOW or Exhibit.

**3.6. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer.

## 4. Payment

- 4.1. Fees.** Customer agrees to pay all fees, costs and other amounts as specified in each Order, SOW or Exhibit. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order, SOW or Exhibit will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s). Unless indicated otherwise in the applicable Order, SOW or Exhibit, the fees shall be invoiced by Granicus and paid by Customer as follows:
- 4.1.1. Products.** Product setup and annual fees are due at the beginning of the Initial Term, then annually at the beginning of any Extended Term or Order Term, within thirty (30) days of receipt of invoice.
  - 4.1.2. Services.** Services supporting Products shall be paid annually commencing upon the completion of the Product implementation, or the Product being ready for Customer's use. Fees shall be paid by Customer within thirty (30) days of receipt of invoice.
  - 4.1.3. Required Hardware.** For Required Hardware, delivery is complete once Customer receives Required Hardware components with the configured Granicus Product and Services.
- 4.2. Disputed Invoiced Amounts.** Customer shall provide Granicus with detailed written notice of any amount(s) Customer reasonably disputes within thirty (30) days receipt of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Customer has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Customer's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Customer's acceptance of the content of such invoice.
- 4.3. Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Customer at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall automatically increase from the previous term's fees by five (5) percent per year.

## **5. Representations, Warranties and Disclaimers**

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. Disclaimers.** EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

## **6. Confidential Information**

- 6.1. Confidential Information.** It is expected that one Party (disclosing Party) may disclose to the other Party (receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the receiving Party, given the nature of the information and the context in which disclosed.
- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the receiving Party; (ii) was in the receiving Party's possession before receipt from the disclosing Party; (iii) is rightfully receiving by the receiving party from a third party without any duty of



confidentiality; (iv) is disclosed by the disclosing Party without a duty of confidentiality on the third party; (v) is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the disclosing Party.

Confidential Information of disclosing Party may be disclosed in response to a valid court order or other legal process, only to the extent required by such order or process and, if allowed by law, only after the recipient has given the owner written notice of such court order or other legal process promptly and the opportunity for the owner to seek a protective order or confidential treatment of such Confidential Information.

- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Customer provide such notice, Customer must ensure that that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Customer. Customer is ultimately accountable for the security and privacy of data held by Granicus on its behalf.
- 6.4. Return of Confidential Information.** Upon request of the disclosing Party, termination, or expiration of this Agreement, the receiving Party shall, to the extent commercially practicable, destroy the disclosing Party's Confidential Information and, at the disclosing Party's request, certify the same.

## **7. Term and Termination**

- 7.1. Agreement Term.** The Agreement Term shall begin on the Effective Date and continue through the latest date of the Order Term of each Order, SOW or Exhibit under this agreement, unless otherwise terminated as provided in this Section 7. Each Order, SOW or Exhibit will specify an Order Term for the Granicus Products and Services provided under the respective Order, SOW or Exhibit. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order, SOW or Exhibit, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the Order Term, the Granicus Products and Services will automatically renew for an Extension Term equal in duration to the Initial Term, or the then-current Order Term.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order, SOW or Exhibit is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order, SOW or Exhibit until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders, SOWs or Exhibits shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Customer be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order, SOW or Exhibit issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Customer shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

**7.5. Survival.** All rights granted hereunder shall terminate the latter of the termination or expiration date of this Agreement, or each Order, SOW or Exhibit. The provisions of this Agreement with respect to warranties, liability, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## **8. Limitation of Liability**

**8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

**8.2. LIMITATION OF LIABILITY.** IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PROCEEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

## **9. Indemnification**

**9.1. Indemnification by Granicus.** Granicus will defend Customer from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SOW or Exhibit. In the event of such a Claim, if Granicus determines that an affected Order, SOW or Exhibit is likely, or if the Solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SOW or Exhibit, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order, SOW or Exhibit with respect to the affected Solution and refund to You any prepaid fees for the then-remaining or unexpired portion of the Subscription Order Term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim to the extent it is based upon: (i) a modification to any Solution by Customer (or by anyone under Customer's direction or control or using logins or passwords assigned to Customer); (ii) a modification made by Granicus pursuant to Customer's required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) Customer's use (or use by anyone under Customer's direction or control or using logins or passwords assigned to Customer) of any Granicus Products and Services other than in accordance with this Agreement. This Section 9.1 sets forth Customer's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

**9.2. Indemnification by Customer.** Customer shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Customer's (or that of anyone authorized by Customer or using logins or passwords assigned to Customer) use or modification of any Granicus Products and Services; (b) any Customer content; or (c) Customer's violation of applicable law.

9.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

## 10. General

- 10.1. **Relationship of the Parties.** Granicus and Customer acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. **Subcontractors.** Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.
- 10.3. **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.4. **Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, Granicus retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third-party suppliers.
- 10.5. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.6. **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.7. **No Third-Party Beneficiaries.** Subject to Section 9.6, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.8. **Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party.
- 10.9. **Force Majeure.** Neither Party shall be in breach of this Agreement solely due to breach caused by circumstances beyond the control and without the fault or negligence of the Party failing to perform. Such

causes include but are not limited to acts of God, wars, fires, floods, government regulations, shortage or supplies, acts of terrorism, or strikes.

**10.10. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

**10.11. Entire Agreement.** This Agreement, together with all Orders, SOWs or Exhibits referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Customer agree that any and all Orders, SOWs or Exhibits are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Exhibits (excluding orders) hereto; (3) Orders; and (4) all other SOWs or other purchase documents.

**10.12. Reference.** Notwithstanding any other terms to the contrary contained herein, Customer grants Granicus the right to use Customer's name and logo in customer lists and marketing materials.

**10.13. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Customer's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.