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GRANICUS, INC. SOFTWARE MAINTENANCE & UPDATE AGREEMENT

THIS SOFTWARE MAINTENANCE & UPDATE AGREEMENT ("Agreement") is made the _____28_____ day of ___Spt_____ 2015 Granicus, Inc., with an address of 707 17th Street, Suite 4000, Denver, CO 80202 ("CONTRACTOR") and the customer identified below ("CUSTOMER") whereby CONTRACTOR is to provide the services specified in this Agreement. This Agreement consists of the cover page(s) and 20 Paragraphs.

NAME OF CUSTOMER: Collin County, TX
ADDRESS: Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

TELEPHONE: (972)-548-4165
FACSIMILE:

CUSTOMER CONTACTS (Maximum of Three):

1) Stacey Kemp, Collin County Clerk
2) Brenda Cavender, Land Administrator
3) Courtney Wilkerson, Senior Buyer

CONTRACTOR shall provide to the CUSTOMER Office software maintenance services, as described herein, for the following products:

SOFTWARE APPLICATIONS: AmRedact

DESIGNATED SERVER: TBD

SOFTWARE UPDATES: Included for the purchased AmRedact Software Version of the applications licensed and designated above under Software Applications.

SOFTWARE MAINTENANCE: Included while under Software Maintenance & Update Agreement

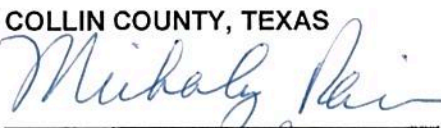$ 200.00 per hour outside of the Principal Period of Maintenance

$ _____ 150.00 per hour within the Principal Period of Maintenance for services related to the items identified in Section 7a, 7b and 7c below.
$ _____ 175.00 per hour (blended rate) for statutory or other changes not covered by this Agreement and Contract.

$ <u>44.668.00</u>   1st year – (October 1, 2013 – September 30, 2014)
$ <u>46.901.40</u>   2nd year – Optional - (October 1, 2014 – September 30, 2015)
$ <u>49,246.47</u>   3rd year – Optional - (October 1, 2015 – September 30, 2016)
$ <u>51.708.79</u>   4th year – Optional - (October 1, 2016 – September 30, 2017)
$ <u>54.294.23</u>   5th year – Optional - (October 1, 2017 – September 30, 2018)

This Agreement consists of this cover page (the "Cover Page") and the attached terms and conditions 1 through 20 and constitutes the entire agreement between the parties for the subject matter hereof and supersedes all prior arrangements, agreements, representations and undertakings written or oral. This Agreement may not be changed or modified except by a written instrument duly executed by each of the parties hereto.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR BY LAW, THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED.

AGREED AND ACCEPTED:

GRANICUS, INC.	COLLIN COUNTY, TEXAS
BY: Jason Fletcher	BY: Michalyn Rains
TITLE: CEO	TITLE: Purchasing Agent
DATE: 9/10/15	DATE: 9/29/15

C.O. NO. 2015-700-09-28

1. Definitions

"CONTRACTOR" means GRANICUS, or at GRANICUS', option in respect of any service to be performed hereunder, means a person, firm or corporation authorized by GRANICUS at any time or from time to time to supply software maintenance in respect of the software and nominated in writing by CONTRACTOR at any time or from time to time to provide software maintenance to the CUSTOMER hereunder;

"Commencement Date" means the date referred to in Clause 3;

"CUSTOMER" means the customer referred to on the Cover Page;

"Initial Period" means the twelve- (12) calendar months next ensuing after the Commencement Date;

"Software Applications" means the software detailed on the first page of this Maintenance Agreement and/or the Software License Agreement -Exhibit B;

"Version" means the software code of a particular software variant or original;

"Software Maintenance" means advice on operating the Software, advice on problems with the Software (given over the telephone or in writing) and includes spot training, software documentation improvements and software bug fixes;

"Software Updates" means feature additions to the "Software Versions" already purchased by the CUSTOMER;

"Application" means a part of a software package containing one or more functions;

"Related Persons" means and includes any related body corporate of CONTRACTOR or any secretary, officer or employee, agent or contractor of CONTRACTOR or its related bodies corporate.

"Go Live" means the date/day that the CONTRACTOR system is first utilized by the CUSTOMER. This is usually the first Monday after training and final legacy data conversion has taken place.

2. Services

Subject to the terms and conditions contained in this Agreement the CONTRACTOR will provide Software Maintenance as may be necessary to maintain the Software in good operating condition.

3. Term

The Software Maintenance to be supplied under this Agreement will commence on October 1, 2015 (the "Commencement Date") through September 30, 2016 with the option of four (4) annual renewals. This Agreement may be terminated by either party giving the other written notice of termination provided not less than three (3) months' prior to the commencement of such Renewal Term. Under the provisions of the Software Maintenance Agreement, the CONTRACTOR shall provide the CUSTOMER all required maintenance services for the Application.

4. Software Updates, Etc.

A. The CONTRACTOR will provide Software Updates via remote installation. The CUSTOMER is required to provide a VPN connection to the CONTRACTOR for remote access. Any on-site maintenance required or any maintenance required to upgrade to a new Version of the Software or to add a new Application is subject to service and travel (as required) will be subject to additional costs.

B. The CONTRACTOR has the option of deferring Software Maintenance pursuant to this Agreement should the CUSTOMER delay installation of any new update of the Software by the CONTRACTOR.

C. The CONTRACTOR will provide software updates, which include corrections to known software issues. A minimum of two (2) weeks' notice will be given for such software updates. Should the CUSTOMER decline installation of two (2) or more software updates, the CONTRACTOR reserves the right to charge on time and materials to update the CUSTOMER to the latest software version or not maintain the software. CONTRACTOR is not responsible for maintaining any third-party software required by the system.

D. New Versions of the Software or additional Applications not already purchased by the CUSTOMER will not be considered part of this Agreement. The CUSTOMER may purchase new Software Versions and Applications at a discount from standard pricing for other CONTRACTOR customers of similar size and volume processing.

E. The current Version of the Software Product installed for this CUSTOMER is Version __7.2__ .

F. Additional Applications or Versions of the CONTRACTOR's AiLIS Software may or may not be included as determined by the CONTRACTOR.

G. STATUTORY CHANGES- Any alterations of the then-existing functionality of CONTRACTOR's Software as required to comply with state statute changes or state agency rules and requirements (collectively, "statutory changes") shall be provided to the CUSTOMER, via a contract add-on, at the hourly rates included in this document, and/or the Contract Exhibit(s). CONTRACTOR will make every attempt to complete the

changes as quickly as possible, but will require that a minimum of sixty (60) days be allowed for completion of statutory changes.

The CONTRACTOR will provide up to 50 hours of maintenance, per year, for such state statute changes. Any additional hours required for statute changes will be chargeable at the hourly rates discussed in this contract.

CONTRACTOR also reserves the right to charge, at the hourly rates discussed in this contract, for any new functionality required to be added to CONTRACTOR's Software to comply with the statutory changes.

5. Software Maintenance

A. The CONTRACTOR provides herewith telephone and/or facsimile and/or electronic mail maintenance for problems associated with the routine use and operation of the software.

B. The CUSTOMER shall provide a Virtual Private Network (VPN) connection for the CONTRACTOR to use to perform maintenance during the principal period of maintenance.

C. The CUSTOMER shall provide to the CONTRACTOR on the first page of this Agreement with the names of up to two (2) representatives who with the CONTRACTOR's acknowledgement shall have access to the CONTRACTOR'S telephone advice service. The representatives may be changed from time to time by Agreement between the parties. The initial representatives shall be the persons referred to on the first page of this Agreement.

6. General

All services to be provided under this Agreement shall be referred to as the Principal Period of Maintenance and provided between the hours of 7:30 a.m. to 5:00 p.m. C.S.T., Monday to Friday (excluding Court holidays). Service coverage required outside of these hours is defined as emergency maintenance and may be arranged with the CONTRACTOR. Emergency Maintenance services shall be defined as outside the Principal Period of Maintenance and be charged at a rate of $200 per hour or fraction thereof (in 15 minute increments). The CONTRACTOR will provide a Software Maintenance Program document tailored to the CUSTOMER. This document will be provided by the CONTRACTOR's Account Manager assigned specifically to the CUSTOMER and includes contact, priority, and maintenance system information.

7. Services Not Covered

The following services are not covered by this Agreement; provided, however, they may be provided by mutual agreement at the request of CUSTOMER at charges based on the CONTRACTOR's then-current price list and as agreed by both parties.

A. Repair or damage resulting from malfunction of external electrical power, air conditioning, water damage, fire damage, burglary, theft, vandalism, civil commotion, or war.

B. Remediation of problems caused by use of software not covered by this Agreement or improper Computer Network operation and control by the CUSTOMER.

C. Any maintenance that is the result of DML or DDL updates to any CONTRACTOR databases (primary or replicated) that are not executed by CONTRACTOR personnel, or have not been previously authorized in writing by the CONTRACTOR personnel to be executed, is considered outside of the scope of this Agreement. The CONTRACTOR reserves the right to charge on a time and materials basis for maintenance that is required as a result of such updates.

D. Maintenance provided to remedy problems caused by items in paragraphs 7a, 7b and 7c will be billed to the CUSTOMER at $150 per hour during the Principle Period of Maintenance and $200 per hour outside of the Principal Period of Maintenance.

E. This Maintenance Agreement is not intended to supplement training for CUSTOMER personnel that do not attend the training sessions. Excessive maintenance for strictly customer training or lack of knowledge of the system by the customer is not maintenance. It is expected that CUSTOMER will utilize the "user manuals" provided by the CONTRACTOR prior to contacting the Account Manager for help.

F. Hardware maintenance on CUSTOMER equipment. If the equipment was purchased through the CONTRACTOR, the Manufacturer's Warranty will be passed on to the CUSTOMER. For CUSTOMERs who purchase equipment through the CONTRACTOR, the CUSTOMER will notify the CONTRACTOR of the equipment problem and the CONTRACTOR will arrange for the OEM to provide the warranty service. By passing on the equipment warranty and coordinating warranty service, the CONTRACTOR assumes no responsibility for identifying, troubleshooting, or resolving hardware-related problems. Should this level of maintenance be needed it will be covered by a separate Hardware Maintenance Agreement.

8. CUSTOMER Responsibilities

A. The CUSTOMER must have a valid license to use the Software from the CONTRACTOR.

B. The CUSTOMER shall notify the CONTRACTOR of any Software problem together with complete information concerning the failure, as soon as possible after the problem has been recognized.

C. The CUSTOMER agrees that no external devices can be connected to any CONTRACTOR owned hardware without written permission from CONTRACTOR.

1. The CUSTOMER will provide the CONTRACTOR with the following:

2. Name of nominated personnel who are competent to use the Software;

3. Access to the Software and computer(s) on which it resides via VPN access;

4. Adequate working space and facilities;

5. Access to and use of all information necessary to service the Software;

6. The CUSTOMER shall be responsible for security of its confidential,

proprietary and classified information as well as for the maintenance of adequate backup procedures for files, as the CONTRACTOR will not be responsible for loss of or altered files, data or programs;

7. The CUSTOMER agrees to provide an installation environment which meets the specified of the computer on which the software is running.

8. The CUSTOMER agrees to limit use of the Software Maintenance Services

that are the subject of this Agreement to occasions when the Software fails to work as set forth in the user manuals or occasions where the user manuals are unclear.

9. Service Charges

A. The annual maintenance fee shall be the amount set out in this Agreement. The Annual Fee for each Renewal Term is stated on page 1, Software Maintenance. Annual Fees for Renewal Terms may be invoiced thirty (30) days prior to the expiration of the previous period and shall be paid in accordance with Texas Government Code 2251.

B. Where the Software is located at a distance beyond fifty miles (50 miles) from the CONTRACTOR's office; a travel charge may be made by the CONTRACTOR, if on-site maintenance is necessary.

C. CUSTOMER will pay all shipping and media costs for Software Updates.

d. CUSTOMER is only responsible for charges if a purchase order has been issued in advance of services performed by CONTRACTOR. If services are required that are not covered under the Software Maintenance Agreement, CONTRACTOR shall provide a quote for services to CUSTOMER and CUSTOMER will provide a purchase order for services required.

10. Changes to Software Maintenance Agreement

A. During the terms of the Agreement no changes shall be made to the terms and conditions contained herein other than by variation agreed to by both parties and comprised in a written variation hereof.

B. The CONTRACTOR has the right to vary the charges made hereunder if the CUSTOMER wishes to extend the service hours beyond normal working hours referred to in Clause 6.

11. Non-Payment

The CONTRACTOR reserves the right to decline to provide Software Maintenance if any amounts invoiced by the CONTRACTOR have not been paid by the CUSTOMER within forty-five (45) days of submission of a valid invoice.

12 Extraordinary Expenses

The CONTRACTOR reserves the right to charge for unusual or excessive telephone, shipping, handling media or user manual expenses in connection with the Software Maintenance to be provided hereunder. In all cases, the CONTRACTOR will notify the CUSTOMER of these costs in advance.

13 Force Majeure

The CONTRACTOR shall not be responsible or liable for failure to perform or observe, or for delay in performing or observing any obligation under this Agreement where such failure or delay arises from any cause beyond the control of the CONTRACTOR (as appropriate), including, but not limited to, strikes, lockouts, industrial action, act of god, insurrection, or civil commotion, or any other cause which the CONTRACTOR could not reasonably be expected to have foreseen and avoided.

14 Limitation of Liability

Laws from time to time in force in the jurisdiction where any service to be performed hereunder may imply warranties or liabilities which cannot be excluded or which can only be excluded to a limited extent. In which case, the CONTRACTOR hereby limits its liability to the extent permitted by law. If the CONTRACTOR cannot exclude or limit any warranty implied by law, this Agreement shall be read and construed subject to such statutory provisions.

SUBJECT TO THIS CLAUSE UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR OR ITS RELATED PERSONS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER OR ITS CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE SOFTWARE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND

TO THE EXTENT THAT APPLICABLE LAW PROHIBITS EXCLUSION OF SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH THE CONTRACTOR AND ITS RELATED PERSONS MAY INCUR IN ANY ACTION OR PROCEEDING ARISING OUT OF PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO THE CONTRACTOR BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICE THAT DIRECTLY CAUSED THE DAMAGE.

In the event that it is established to the CONTRACTOR's satisfaction that any Software Maintenance or other service carried out by the CONTRACTOR under this Agreement was defective, the CONTRACTOR shall remedy such defective maintenance by provision of the same service again without cost to the CUSTOMER.

15. Applicable Laws

This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to the principles of conflict of laws. The parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Collin County, Texas and any Courts which may hear appeals therefrom.

16. Entire Agreement

This Agreement and any amendments subsequently made to the terms of this Agreement as provided herein, constitute the entire agreement between the parties in respect of the subject matter hereof and supersede all proposals or prior agreements, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

17. Notices

Any notice permitted or required under this Agreement shall be deemed given if in writing and personally served or sent by pre-paid registered or certified air mail, or by confirmed facsimile, addressed (or as either Party may direct otherwise in writing) to the parties on the Cover Page.

Any notice given in accordance with this Clause shall be deemed to be received by and served upon the other party on the date such letter would in the ordinary course of post have reached such address or on the date such notice is served or left at the relevant address (as appropriate) and in the case of facsimile shall be deemed to have been served on the day following the date of successful transmission.

18. Legal Fees

If any litigation or arbitration shall be commenced to enforce any of the provisions of this Agreement, to recover damages for breach of any of the provisions of this Agreement, or to obtain declaratory, injunctive or specific relief in connection with any of the provisions of this Agreement, the substantially prevailing party in such action shall be

entitled to recover actual legal fees, expert witness fees, costs of depositions, and court costs on a solicitor/client basis, and expert witness fees and associated expenses incurred, and all other court costs and costs of the arbitration process irrespective of any laws or court rules to the contrary.

19.Severability

If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, it shall be severed here from and the remaining provisions of this Agreement will remain in full force and effect and will not be affected, impaired or invalidated.

20.Disclaimer of Warranties

CONTRACTOR MAKES NO ADDITIONAL WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, DELIVERABLES, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT. CONTRACTOR DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. CONTRACTOR DOES NOT WARRANT THAT ANY SERVICES, SOFTWARE, DELIVERABLES OR INNOVATIONS PROVIDED WILL SATISFY THE CITY'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. CONTRACTOR DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.