



GRANICUS, INC. SOFTWARE MAINTENANCE & UPDATE AGREEMENT

THIS SOFTWARE MAINTENANCE & UPDATE AGREEMENT ("Agreement") is made the 28 day of Sept, 2015 between Granicus, Inc., with an address of 707 17th Street, Suite 4000, Denver, CO 80202 ("CONTRACTOR") and the customer identified below ("CUSTOMER").

NAME OF CUSTOMER: Collin County, TX
ADDRESS: Collin County Administration Building, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071

TELEPHONE: (972) 548-4185

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 CUSTOMER Office software maintenance services, as described herein, for the following products:

SOFTWARE APPLICATIONS: AiLIS version 7 (hereinafter, the "Software")

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

SOFTWARE MAINTENANCE: Included while under Software Maintenance & Update Agreement. CUSTOMER shall pay CONTRACTOR the following annual maintenance fee for the Maintenance Services under this Agreement ("Annual Fee"):

\$71,675.36 1st year – 1st year Maintenance begins October 1, 2015
\$73,825.62 2nd year
\$76,040.39 3rd year
\$78,321.60 4th year
\$80,671.25 5th year

CUSTOMER shall also pay the following hourly fees:

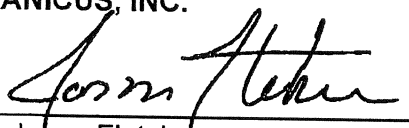
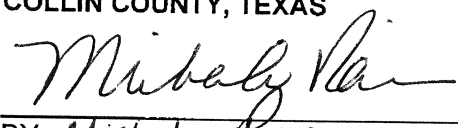
\$200.00 per hour for services outside of the Principal Period of Maintenance
\$150.00 per hour within the Principal Period of Maintenance for services related to the items identified in Section 8a, 8b and 8c below.

\$175.00 per hour (blended rate) for statutory or other changes not covered by this Agreement.

This Agreement, consisting of this cover page (the "Cover Page") and the attached terms and conditions, 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, CONTRACTOR DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED.

AGREED AND ACCEPTED:

GRANICUS, INC.  BY: Jason Fletcher TITLE: CEO DATE: 9/10/15	COLLIN COUNTY, TEXAS  BY: Michalyn Reins TITLE: Purchasing Agent DATE: 9/29/15
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C.O. NO. 2015-699-09-28

1. Definitions

"CONTRACTOR" means GRANICUS, INC, or at GRANICUS' option with respect to any service(s) to be performed hereunder, any person, firm or corporation authorized by GRANICUS at any time to supply software maintenance with respect to the Software;

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

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

"Initial Period" means the initial term contracted following the Commencement Date;

"Software Applications" means the Software detailed on the Cover Page of this Agreement

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

"New Version" means a new version of the Software containing new features or enhancements and for which CONTRACTOR has assigned a new software version number.

"Software Maintenance" means advice on operating the Software (given over the telephone or in writing), Software documentation improvements and Software bug fixes;

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

2. Services

Subject to the terms and conditions contained herein, 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.

4. Termination For Cause

Either party may terminate this Agreement immediately at any time for Cause by the giving of written notice thereof to the other party. For purposes hereof, "Cause" shall mean any one (1) or more of the following events: (i) the failure to pay any undisputed amount due hereunder on the date due and such failure is not cured within ten (10) days of written notice thereof; and (ii) any material breach of this Agreement that is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days of written notice to the non-breaching party describing the breach.

5. Software Updates, Etc

a. CONTRACTOR will provide Software Updates via remote installation. CUSTOMER is required to provide a VPN connection to 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) and will be subject to additional costs. Any additional costs will be agreed to by the parties before the costs are incurred.

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

c. 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 CUSTOMER decline installation of two (2) or more Software updates, CONTRACTOR reserves the right to charge on time and materials to update 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 CUSTOMER will not be considered part of this Agreement (unless otherwise agreed by CONTRACTOR in its sole discretion). Modifications required by Legislative changes are not included the annual maintenance fee. CUSTOMER may purchase new Software Versions and Applications at CONTRACTOR's standard pricing.

e. The current Version of the Software Product installed for this CUSTOMER is Version 7.

f. Statutory Changes. Any alterations of the then-existing functionality of the Software as required to comply with state statute changes or state agency rules and requirements (collectively, "Statutory Changes") shall be provided to CUSTOMER, via a contract add-on, at the \$175 hourly rates set forth on the first page hereof. 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.

CONTRACTOR also reserves the right to charge, at the \$175 hourly rate for any new functionality required to be added to the Software to comply with the Statutory Changes.

6. Software Maintenance

a. CONTRACTOR shall provide telephone, facsimile, and electronic mail Software Maintenance for problems associated with the routine use and operation of the Software.

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

c. CUSTOMER shall provide CONTRACTOR with the names of up to two (2) representatives who with CONTRACTOR's acknowledgement shall have access to CONTRACTOR's telephone advice service. The representatives may be changed from time to time by Agreement between the parties.

7. 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. Central Time, Monday to Friday (excluding holidays). Service coverage required outside of these hours is defined as emergency maintenance and may be arranged with 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). CONTRACTOR will provide a Software Maintenance Program document tailored to CUSTOMER. This document will be provided by CONTRACTOR's Account Manager assigned specifically to CUSTOMER and includes contact, priority, and maintenance system information.

8. 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 the hourly rates set forth below in "d".

- a. Repair or damage resulting from malfunction of external electrical power, air conditioning, water damage, fire damage, burglary, theft, vandalism, civil commotion, war, or accident.
- b. Remediation of problems caused by use of software not covered by this Agreement or improper computer network operation and control by 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 CONTRACTOR's personnel to be executed.
- d. Maintenance provided to remedy problems caused by items in paragraphs 8a, 8b and 8c will be billed to CUSTOMER at \$150 per hour during the Principle Period of Maintenance and \$200 per hour outside of the Principal Period of Maintenance.
- e. Excessive maintenance for strictly CUSTOMER training or lack of knowledge of the system by CUSTOMER is not maintenance. It is expected that CUSTOMER will utilize the "user manuals" provided by CONTRACTOR for support.
- f. Hardware maintenance on CUSTOMER equipment. If the equipment was purchased through CONTRACTOR, the Manufacturer's Warranty will be passed on to CUSTOMER. If CUSTOMER purchased equipment through CONTRACTOR, CUSTOMER will notify CONTRACTOR of the equipment problem and CONTRACTOR will arrange for the OEM to provide the warranty service. By passing on the equipment warranty and coordinating warranty service, 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.

9. CUSTOMER Responsibilities

- a. CUSTOMER must have a valid license to use the Software.
- b. CUSTOMER shall notify CONTRACTOR of any Software problem together with complete information concerning the failure, as soon as possible after the problem has been recognized.
- c. CUSTOMER agrees that no external devices can be connected to any CONTRACTOR owned hardware without written permission from CONTRACTOR.
- d. CUSTOMER will provide CONTRACTOR with the following:
 - 1. Access to the Software and computer(s) on which it resides via VPN access;
 - 2. Access to and use of all information necessary to service the Software;

3. 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 CONTRACTOR will not be responsible for loss of or altered files, data or programs; and

4. CUSTOMER agrees to provide an installation environment which meets the specifications of the computer on which the Software is running.

10. Service Charges

a. The Annual Fee for the Initial Term 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. CONTRACTOR may charge a travel fee where the Software is located at a distance beyond fifty (50) miles from CONTRACTOR's office if travel is required to render Maintenance Services hereunder.

c. 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.

11. Changes to Software Maintenance Agreement

a. No changes shall be made to the terms and conditions contained herein except in writing signed by both of the parties hereto.

12. Non-Payment

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

13. Extraordinary Expenses

CONTRACTOR reserves the right to charge for unusual or excessive telephone, shipping, handling media or training services in connection with the Software Maintenance to be provided hereunder. In all cases, CONTRACTOR will notify CUSTOMER of these costs in advance and obtain approval from CUSTOMER.

14. Force Majeure

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

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR OR ITS RELATED PERSONS SHALL NOT 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 ANY BREACH OF ANY 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 CONTRACTOR AND ITS RELATED PERSONS MAY INCUR IN ANY ACTION OR PROCEEDING ARISING OUT OF PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT EXCEED THE ANNUAL FEE FOR THE FIRST YEAR OF THE INITIAL TERM.

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

16. 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.

17. Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and replaces all prior negotiations, understandings, conversations, correspondence and agreements between the parties. This Agreement may not be modified or amended, except by a writing signed by both of the parties hereto.

18. 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 as follows

If to CONTRACTOR:

Granicus, Inc.
707 17th Street, Suite 4000
Denver, CO 80202

If to CUSTOMER:

PRIMARY:
Collin County Purchasing
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071

COPY:
Stacey Kemp, County Clerk
2300 Bloomdale Road, Suite 2106
McKinney, TX 75071

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.

19. Remedies

The parties hereto acknowledge and agree that, in the event of a breach or threatened breach of this Agreement, the other would be irreparably damaged and monetary damages may not provide an adequate remedy. Accordingly, the parties agree that, in addition to any and all other rights which may be available, at law or in equity, each party shall be entitled to injunctive relief against the other, without posting bond and/or specifically to enforce the terms and provisions hereof in any court of competent jurisdiction

20. Legal Fees

In the event of any dispute involving the terms of this Agreement, the prevailing party shall be entitled to collect reasonable costs, fees and expenses incurred by the prevailing party in connection with such dispute from the other party to such dispute, including without limitation, reasonable attorneys' fees and court costs.

21. 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 herefrom and the remaining provisions of this Agreement will remain in full force and effect and will not be affected, impaired or invalidated.

22. Title and Headings

The titles and headings used herein are for convenience only and are not to be considered in construing this Agreement. This Agreement has been negotiated

between the parties, each of whom had the opportunity to consult with legal counsel, and shall not interpreted against either party as the drafter thereof.

23. 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 CUSTOMER'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.