

Professional Services Agreement

This Professional Services Agreement (“**Agreement**”) is effective as of the date a SOW (as defined below) commences (the “**Effective Date**”) by and between the party procuring Services from Granicus (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company (“**Granicus**”).

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

“**Content**” means text, data, graphics, personal information or any other material: (i) displayed or published on Client’s website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Granicus Products for use by Client or end users of the Granicus Products.

“**Deliverable(s)**” means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;

“**Granicus Products**” means the products and subscription services licensed to Client under separate agreement which may include online or cloud subscription services, on premise software, or required equipment or hardware components in conjunction with which the Services set forth in the SOW may be performed;

“**Services**” means the consulting, integration, installation and/or implementation services to be performed by Granicus as described in the SOW;

“**SOW**” means the Statement of Work agreed to by the parties that references this Agreement and describes the Services and Deliverables; and

“**Warranty Period**” means the thirty (30) day period following completion of the Services.

2. Services.

a) Granicus will perform the Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties, Granicus will commence performance of the Services fifteen (15) business days following execution of the SOW and the Services will be performed remotely. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) For a time and materials engagement, Granicus estimates that the Services will be completed in approximately the number of hours set out in the SOW. Granicus does not represent, however, that the Services will be completed within the number of hours specified therein. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW.

c) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Granicus Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

d) Any modifications to the Services must be in writing and signed by authorized representatives of each party. The modifications may be set forth in a project change request or other document agreed to by the parties in writing. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

e) Cooperative Purchasing. To the extent permitted by law and approved by Client, the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of SOW by the extended party.

3. Fees; Expenses.

a) Client will pay Granicus the fees set out in the SOW or other executed order document (as applicable) for all Services performed by Granicus, and all taxes related thereto (if applicable). All fees are due within thirty (30) days of receipt of an invoice from Granicus or in accordance with Client's prompt payment statutes.

b) Billing Schedule. Fees will be invoiced to Client based on one of the following billing options, as indicated in the SOW:

- (i) Time and Materials: For engagements with a time and materials billing schedule, invoices will be issued monthly in arrears as Services are performed, based on the hourly or daily rate set forth in the SOW or other executed order document.
- (ii) Fixed Cost: Invoices will be issued upon delivery of milestones, or in accordance with a billing schedule set forth in the SOW or other executed order document.

c) Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed on a monthly basis and due thirty (30) days following date of invoice.

d) Granicus will provide Client with a monthly project status report accounting for Services delivery and (if applicable) the number of hours of Services performed in the prior month, and the expenses incurred in performance of the Services.

4. Client Obligations.

- a) Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.
- b) Client will designate a project manager for the Services. The project manager will have the authority to make decisions on behalf of Client with respect to changes in the Services, resource allocation, expenditures, resolution of issues, scope changes and other matters involving the Services.
- c) Client will maintain a back-up of any data or data files provided to Granicus.
- d) Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

5. Warranty.

- a) The Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards for the software consulting industry. Granicus will use reasonable commercial efforts to complete the Services in accordance with the SOW. If the Services fail to comply with this warranty during the Warranty Period, Client will promptly notify Granicus in writing specifying in reasonable detail any alleged non-conformities in the Services. Upon receipt of notice and a determination that the Services did fail to comply with this warranty, Granicus will, as Client's remedy, promptly re-perform any such Services in accordance with the SOW and this Agreement.
- b) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

6. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

- a) "Confidential Information" means all confidential and/or trade secret information of either party ("Disclosing Party"), including but not limited to: (i) Granicus' Products; (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 given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party ("Receiving Party") or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to applicable freedom of information or other similar law, the Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence, apply at least the standard of care used by the Receiving Party in protecting its own Confidential Information, but not less than a reasonable standard of care, and not to disclose such Confidential Information to any third party; and (ii) without the written permission of the Disclosing Party, not to use any Confidential Information of the Disclosing Party except as reasonably required to exercise its rights or perform its obligations under this Agreement and the SOW. Each party agrees to cause its employees, subcontractors, agents and affiliates who require access to such information to abide by such obligations.

c) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this Section 6; or (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

d) If a Receiving Party is compelled to disclose the Confidential Information by applicable law, a governmental agency, or a court of law having proper jurisdiction, the Receiving Party will give the Disclosing Party reasonable notice as permitted by law to enable such party to try to protect the confidentiality of the Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided, however, that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this Section 6.

f) Disclosing Party may be irreparably damaged if the obligations under this Section 6 are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this Section 6 or any other appropriate equitable order or decree.

7. Indemnification.

a) Granicus will indemnify, defend and hold Client, its officers, directors and employees, harmless from all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Deliverables or Services, as delivered by Granicus, infringe or misappropriate any copyright, trade secret, trademark or patent registered or valid within the country the Deliverables are authorized to be used. To the extent permitted by applicable law, Granicus will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim.

Client must notify Granicus promptly of any such claim and provide reasonable cooperation to Granicus, upon Granicus's request and at Granicus's cost, to defend such claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without the indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

b) If the Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes that the Deliverables may be subject to such a claim, Granicus will: (i) replace the Deliverables with a functional non-infringing equivalent; (ii) modify such Deliverables while retaining substantively equivalent functionality; or (iii) procure at no cost to Client the right to continue to use such Deliverables. If, however, Granicus determines that none of the foregoing alternatives are commercially reasonable, Granicus may terminate Client's license to the Deliverables and Granicus will, as Client's remedy, refund to Client the fees paid for such Deliverable.

c) Granicus will have no obligation to defend or indemnify Client under this Section 7 if the infringement or misappropriation results from: (i) modifications to the Deliverables by anyone other than Granicus; (ii) combination, operation, or use of the Deliverables with Client's equipment or non- Granicus software programs, or any use of Client Content by Granicus or the Deliverables, if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) Client's failure to implement modifications (which if delivered to Client expressly to avoid infringement, will be delivered at no additional cost to Client and which will provide substantially the same functionality as the infringing or potentially infringing Deliverables); or (iv) Services performed or Deliverables developed at the direction of Client, where Client specifies the means, manner or method of performing the Services or developing the Deliverables and to the extent Granicus did not exercise its independent judgment and discretion in performing the Services or developing the Deliverables.

8. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY

CLIENT TO GRANICUS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM.

9. Term of Agreement.

a) This Agreement and the SOW will be effective as of the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the "Termination Date"), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW and this Agreement upon thirty (30) days written notice to Granicus.

b) Either party may terminate this Agreement and any SOW immediately upon written notice to the other party for cause, if: (i) such party is in breach of a material provision of this Agreement or the SOW and fails to cure such breach within thirty (30) days following written notice of such breach; or (ii) the other party ceases to conduct business in its ordinary course; is adjudged bankrupt or insolvent under applicable law; has made a general assignment for the benefit of creditors; files or becomes subject as a debtor to a petition in bankruptcy for liquidation or reorganization; becomes otherwise insolvent; or admits its inability to pay its debts generally as they become due.

c) Upon the effective date of termination of this Agreement or the SOW, Granicus will cease performance of the Services. Client will pay Granicus for all Services performed prior to the date of termination plus any additional fees that may be due under the SOW. For Services performed on a fixed-cost basis, should the SOW be terminated prior to delivery of any milestone or Deliverable, Client will pay Granicus at the hourly rate for all Services performed up to the date of termination as set forth in the SOW. If no hourly rate is designated, Client will pay Granicus' then standard hourly rate for such Services.

d) Sections 3 (Fees, Expenses), 5(b) (Warranty), 6 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), 9 (Term of Agreement), 13 (General) and 14 (Applicable Law) will survive termination of this Agreement indefinitely or to the extent set out therein.

10. Force Majeure. Except for Client's payment obligations, neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.

11. Independent Contractor. Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the

supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

12. Publicity. Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name in client list.

13. General.

a) No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

b) Any notice alleging a breach of this Agreement must be in writing and be sent by overnight courier or delivered in person to the party's address set forth in this Agreement, the SOW or as provided to the other party in writing. Any other notice required to be provided by Granicus under this Agreement may be sent by postal mail service or e-mail to the individual designated by Client. Client's mailing and email address are as set forth in the SOW. The mailing and email address of Granicus is as follows:

Granicus
Contracts
408 St. Peter Street, Suite 600, Saint Paul, MN 55102
(651) 757-4154
contracts@granicus.com

c) If any provision of this Agreement or the SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement or SOW will remain in full force and effect.

d) Client agrees not to export, re-export, or provide the Deliverables to: (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, re-export or provision violates any U.S. Export control or regulation.

e) Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder 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 with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

f) This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

14. Applicable Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

15. Entire Agreement. This Agreement and the SOWs and purchasing documents governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. The SOW will be signed by authorized representatives of Granicus and Client or be incorporated and referenced into a legally binding document between the parties.