

Paid Media Product Specific Terms

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In addition to the terms and conditions of your agreement with Granicus, LLC or one of its affiliates or subsidiaries, Client's use of the Paid Media product offerings will be governed by the additional terms set forth below. Any conflict between the terms of your agreement with Granicus and these product-specific terms will be resolved in favor of these terms solely as it relates to the Paid Media Product.

1. Scope of Paid Media Products

Paid Media Products may include, but are not limited to:

- Digital Display
- Social Media
- Search
- Connected TV (CTV)
- Streaming Audio
- Programmatic
- Digital Out of Home
- Print Marketing Materials
- Every Door Direct Mail

2. Annual Media Spend

- a. Granicus will create and configure the Google Ads and/or 3rd-party advertising account on behalf of and solely at the direction of client. Client will be responsible for providing billing and credit card information, which will be used for annual ad spends. Campaigns will not run until billing and credit card information has been completed. Should client credit card payment lapse, all campaigns will be paused, and a one-time fee of \$600 may apply to restart the Client's campaigns after media spend payment is received.
- b. Clients with annual Paid Media spend exceeding One Hundred Twenty thousand Dollars (\$120,000) per year agree to Granicus's use of house invoice account for direct platform billing rather than on file credit card information. Granicus will invoice the client on an annual basis for the media ad spend associated with the upcoming service period.
- c. Any portion of the Client's media budget that is not spent during a given billing period ("Unused Media Spend") will automatically roll over and remain available for use in a subsequent period, provided the services remain active and in good standing. Unused Media Spend is not refundable. Unused Media Spend may be applied towards other products or services within the agreed scope of services.

3. Simpleview Management & Reporting Fee

- a. Client will be invoiced in advance on an annual basis for the media management & reporting work to be performed during the upcoming annual service period. Delays in payment of paid media spend invoices may result in delays in initiating or continuing such campaigns. Any services conducted outside of the contract term will be billed based on services rendered at 25% of campaign ad spend totals for the given period.
- b. This scope of work is based upon the media spends identified above. Any changes to the spend amount may require a change in the setup and management costs. Program implementation is to be started within 14 days of signature date provided billing and credit card information have been supplied. Implementation includes, but not limited to, kick off call, discovery, budget & planning, technical setup (landing pages builds, tracking, etc.), and campaign launch.

4. No Guarantee of Performance

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. Granicus does not guarantee impressions, clicks, conversions, bookings, revenue, or any specific performance outcome. Nor is Granicus responsible for changes in third party platforms, algorithms, policies, or ad delivery systems that may affect performance

5. Subject to Availability

Granicus reserves the right to replace, reposition, or substitute media placements with comparable inventory of equal value when necessary.

6. Client responsibilities & Timelines

Client is responsible for providing timely feedback, approvals, and required materials. Client acknowledges that delays or failure to respond within the timelines set forth below may result in forfeiture of deliverables.

- a. Approval of Recommendations
Client must approve, reject, or provide consolidated feedback on, campaign recommendations, tests and ideas (when approval is requested) within ten (10) business days of delivery.
- b. Final Approval
Client must approve revised or final campaigns within ten (10) business days of delivery.

7. Forfeiture

If Client fails to provide required approvals or feedback within the timelines as stated herein, Granicus will issue one reminder. If Client does not respond by the final deadline, the specific deliverable will be deemed forfeited and Granicus' obligations for such service will be deemed fulfilled for the applicable period. Forfeited deliverables do not carry over to future service periods. Granicus will not proceed with implementation without approval unless otherwise agreed in writing.

8. Intellectual Property

Paid media accounts (i.e. Google Ads) created under Granicus' account are the intellectual property of Granicus and will remain with Granicus should you decide to discontinue services. If requested, a bulk export of the account will be shared with the Client upon termination of this agreement.