

Granicus Proposal for Clearwater, FL

ORDER DETAILS

Prepared By: Sarah Morris
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Order #: Q-441303
Prepared On: 08 May 2025
Expires On: 08 Jun 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Billing Term
End Date: 31 May 2025
Period of Performance: The Agreement will begin on date of signature and will continue through the end of the then current billing term, and will continue for an additional 48 months thereafter.

The subscription includes the following domain(s) and subdomain(s):

<https://www.myclearwater.com/>
<https://www.clearwatergas.com/>
<https://www.myclearwaterparks.com/>
<https://www.myclearwaterevents.com/>
<https://www.clearwaterpolice.org/>
<https://www.myclearwaterlibrary.com/>

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
Additional SMS - 500000	0 Each	\$10,100.00
Template - Agenda or Minutes - HTML	0 Each	\$687.54
Granicus Encoding Appliance Software (GT)	0 Each	\$1,718.80
Legistar Add-On - Laserfiche Integration	0 Each	\$1,718.80
Meeting Efficiency Suite	0 Each	\$10,467.57
OpenCities Subsite License	0 Each	\$9,983.00
Citizen Participation Suite	0 Each	\$8,594.05
OpenCities SaaS License	0 Each	\$27,058.99
Government Transparency Suite	0 Each	\$10,467.57
Legistar	0 Each	\$20,625.73
OpenForms Enterprise License (30 users, 100 forms)	0 Each	\$9,667.66
Boards and Commissions	0 Each	\$12,515.61
Communications Cloud	0 Each	\$13,135.41
Granicus Encoding Appliance Software (GT)	0 Each	\$1,668.75
Recurring Captioning Services	0 Hours	\$75,090.24
Communications Cloud Advanced Package	0 Each	\$3,283.95
OpenCities Cloud Security License	0 Each	\$472.86
OpenCities Subsite License	0 Each	\$2,000.00
SUBTOTAL:		\$219,256.53

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

Existing Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Send Agenda (Legistar)	Annual	1 Each	\$0.00
AzureAD Connector License	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$0.00

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Government Experience Service Cloud Essentials - Set-up, Config, and Training	Milestones - 40/30/30	1 Each	\$0.00
Advanced Package - Setup and Configuration	Up Front	1 Each	\$0.00
Advanced Package - Online Training	Up Front	1 Each	\$0.00
Setup and configuration package: OpenForms License	Up Front	1 Each	\$0.00
Training: OpenForms	Upon Delivery	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Experience Service Cloud Essentials (Up to 100000 Unique Contacts)	Annual	1 Each	\$93,259.91
Communications Cloud Advanced Package	Annual	1 Each	\$0.00
OpenForms Enterprise License (30 users, 100 forms)	Annual	1 Each	\$11,812.79
Additional SMS - 500000	Annual	1 Each	\$9,974.75
Template - Agenda or Minutes - HTML	Annual	1 Each	\$452.95
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,460.07
Legistar Add-On - Laserfiche Integration	Annual	1 Each	\$1,526.45
Meeting Efficiency Suite	Annual	1 Each	\$10,243.72
Government Transparency Suite	Annual	1 Each	\$10,434.30
Legistar	Annual	1 Each	\$16,895.76
Boards and Commissions	Annual	1 Each	\$11,448.28
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,460.07
Recurring Captioning Services	Annual	432 Hours	\$69,834.62
OpenCities Cloud Security License	Annual	1 Each	\$2,499.90
OpenCities Subsite License	Annual	5 Each	\$7,546.80

Citizen Participation Suite	Annual	1 Each	\$11,149.64
SUBTOTAL:			\$260,000.01

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages. Additional volume purchased will cover the period of 30 May 2024 - 31 May 2025 The additional volume and annual fees will be added to Clearwater, FL's standard subscription and will be included in the next renewal period.

Communications Cloud Tier:
for up to 100000 subscribers

CREDITS AVAILABLE

The number of Credits acquired due to the above purchase items:

Available Service Credits
Total Services Catalog Credits: 160

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
Send Agenda (Legistar)	\$0.00	\$0.00	\$0.00	\$0.00
AzureAD Connector License	\$0.00	\$0.00	\$0.00	\$0.00
Open Platform Suite	\$0.00	\$0.00	\$0.00	\$0.00
Open Platform Suite	\$0.00	\$0.00	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00	\$0.00	\$0.00
Government Experience Service Cloud Essentials (Up to 100000 Unique Contacts)	\$96,132.31	\$98,641.37	\$102,231.91	\$104,746.82
Communications Cloud Advanced Package	\$0.00	\$0.00	\$0.00	\$0.00
OpenForms Enterprise License (30 users, 100 forms)	\$12,176.63	\$12,494.44	\$12,949.23	\$13,267.78
Additional SMS - 500000	\$10,281.97	\$10,550.33	\$10,934.36	\$11,203.35
Template - Agenda or Minutes - HTML	\$466.90	\$479.08	\$496.52	\$508.74
Granicus Encoding Appliance Software (GT)	\$1,505.04	\$1,544.32	\$1,600.53	\$1,639.91
Legistar Add-On - Laserfiche Integration	\$1,573.46	\$1,614.53	\$1,673.30	\$1,714.46
Meeting Efficiency Suite	\$10,559.23	\$10,834.82	\$11,229.21	\$11,505.45
Government Transparency Suite	\$10,755.67	\$11,036.40	\$11,438.12	\$11,719.50
Legistar	\$17,416.15	\$17,870.71	\$18,521.21	\$18,976.83
Boards and Commissions	\$11,800.89	\$12,108.89	\$12,549.65	\$12,858.37
Granicus Encoding Appliance Software (GT)	\$1,505.04	\$1,544.32	\$1,600.53	\$1,639.91
Recurring Captioning Services	\$71,985.53	\$73,864.35	\$76,553.02	\$78,436.22
OpenCities Cloud Security License	\$2,576.90	\$2,644.16	\$2,740.40	\$2,807.82
OpenCities Subsite License	\$7,779.24	\$7,982.28	\$8,272.83	\$8,476.34
Citizen Participation Suite	\$11,493.04	\$11,793.01	\$12,222.28	\$12,522.95
SUBTOTAL:	\$268,008.00	\$275,003.01	\$285,013.10	\$292,024.45
Total Services Catalog Credits:	160	160	160	160

PRODUCT DESCRIPTIONS

Solution	Description
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
AzureAD Connector License	<p>OpenCities integrates with your Microsoft Active Directories (via AzureAD not on-prem), giving staff the convenience of a single sign-on experience and automatically mapping the appropriate roles and permissions in OpenCities to relevant AD users.</p> <p>For your OpenCities intranet, the Azure AD connector powers your staff directory and organisation chart to ensure they are dynamically updated on a regular basis.</p> <p>This may be used for your web, intranet and subsites.</p>
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.
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.
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

Solution	Description
Government Experience Service Cloud Essentials	<p>The annual subscription edition is an outcome-focused solution that Increases online self-service, reduces calls, and drives more clicks to help constituents do business with you. Solution includes:</p> <ul style="list-style-type: none"> • Strategic Capabilities <ul style="list-style-type: none"> ○ Designated Experience Partner ○ Extended LMS Training On-demand ○ Access to Services Catalog ○ Biannual CX Program Brief to Review Insights & Recommendations ○ Online Help Articles and Access to govCommunity • Data Insights <ul style="list-style-type: none"> ○ Community Satisfaction and Performance Monitoring ○ Government Effectiveness Score ○ Digital Experience Score ○ Quality of Life Surveys ○ In-app Reporting and Dashboards • Connected Technology <ul style="list-style-type: none"> ○ Service Web Portal ○ Forms and Workflows (up to 50) <ul style="list-style-type: none"> ▪ Capabilities include: (1) Drag and drop form builder, (2) display logic, calculations, and payments, (3) insights dashboard and form analytics, (4) unlimited responses and ability 'to save and return', (5) data connections and API access, and (6) up to 10GB file uploads and 1,000 web API calls per hour ○ Outbound Communications <ul style="list-style-type: none"> ▪ Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with target audiences. ○ Ongoing security updates ○ Ongoing product updates and enhancements ○ Product accessibility maintained perpetually ○ 99.9% up-time guarantee ○ Technical Support Reporting (biannual)

Solution	Description
	<ul style="list-style-type: none"> o Escalation & Care Process o Support Coverage & Response Time SLAs <ul style="list-style-type: none"> ▪ Severity Level 1: System unavailable – 1 hour ▪ Severity Level 2: Major system features unavailable, no user workaround – 4 hours ▪ Severity Level 3: Major system features unavailable, user workaround available – 12 hours ▪ Severity Level 4: Transactional issue, user workaround available - 24 hours <p>A "Unique Contact" is an individual that provides either an email address, phone number, or both. Additional fees for exceeding contracted Unique Contact tier will automatically be applied in arrears and adjusted for go-forward use at subscription renewal. Overages above 1M unique contacts are billed in increments of 100,000 Unique Contacts.</p>
Communications Cloud Advanced Package	<p>The Advanced Cloud Module gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Advanced Cloud Module adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalization, message testing, and mobile engagement. The Advanced Cloud Module includes:</p> <ul style="list-style-type: none"> • Dynamic segmentation around bulletins, engagement, and question (e.g. zip code) • Canned campaigns for re-engagement and new subscriber onboarding • Testing: Simple (A/B, 10/10/80) <p><i>A subscription for the Advanced Cloud Module is dependent on an active license for the govDelivery Communications Cloud.</i></p>

Solution	Description
OpenForms Enterprise License (30 users, 100 forms)	<p>OpenForms is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. OpenForms is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses. The Enterprise plan to accelerate digital transformation for up to: 30 users, 100 published forms.</p> <p>Key features include:</p> <ul style="list-style-type: none"> • Workspaces • Response workflows • Custom documents (Certificates, permits, formal letters & more) • Connector: Microsoft SharePoint Lists • Form versioning & scheduling • Drag and drop form builder • Display logic and calculations • Payments • Insights dashboard • Form analytics • Support team access • Save responses • Unlimited responses • Data connections and API access • Up to: 50GB file uploads, 2,000 web API calls per hour, 20 custom documents per form

Solution	Description
Government Experience Service Cloud Essentials - Set-up, Config, and Training	<p>The Service Cloud Essentials edition offers a user-centered solution built on industry best practices and proven pre-configured layouts that enhance the user experience through an established configuration and UX process. This implementation is ideal for organizations with smaller teams seeking a balanced blend of strategic capabilities, data insights, and government-specific technology, particularly those that may not have the resources for a more complex implementation process.</p> <p>This solution includes:</p> <ul style="list-style-type: none"> • Stakeholder Kickoff and GXC Project Alignment • Program Management - Weekly / bi-weekly communication • Up to three (3) Email message templates • Development/Implementation/component configuration, including: • Forms and workflow • Community satisfaction and performance monitoring • Email and SMS communications • Remote Training – Specific training agenda is flexible and includes up to 15 hours total delivered and up to 3-hour sessions across non-consecutive sessions • Recommended schedule by platform module: • Forms and workflow: Two (2) hours total – Up to 25 people • Customer satisfaction & performance monitoring: Ninety (90) minutes total – Up to ten (10) people • Email and SMS communications: Ninety (90) minutes total – Up to (10) people <p><i>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use. Wireless phone numbers can take 4-26 weeks to procure due to carrier provisioning. Carriers may enforce blackout period(s) and can enforce restrictions at any time during which they will not accept new applications and can delay provisioning or halt sending. Failure of carrier response will not result in any adjustment and failure to comply with regulations may result in suspension of phone number.</i></p>

Solution	Description
Web Experience - Enhanced Package	<p>The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation.</p> <p>This package includes:</p> <ul style="list-style-type: none"> • Professional Project Management • Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following based on consultation with client: • One (1) site analytics report based on Google Analytics • One (1) homepage heatmap analytics visualization • One (1) internal stakeholder survey • One (1) Community survey export • One (1) modular homepage wireframe based on predefined building blocks • Information Architecture (IA) best practices review • One (1) Content Rationalization Package (basic) • Best practices review, one (1) hour session • Site scrape loaded into AIM framework document • One (1) Visual Design Package • One (1) homepage design concept • Interior page sample • Mobile version sample • Up to three (3) rounds of design revisions • Up to two (2) CX features • choose from Granicus library • Development/CMS Implementation • Content Migration - up to one hundred (100) pages • QA & Accessibility Report • Remote Training • Delivered in three (3) non-consecutive sessions eight (8) hours total • Up to ten (10) people

Solution	Description
Advanced Package - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant for up to 90 days • Access to online training documentation around advanced account functions and capabilities • Up to 2 Web-hosted training sessions within 180 days of kickoff • Up to 5 hours of message template and integration development within 90 days of kickoff <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders and/or current govDelivery Communications Cloud experience.</i></p>
Advanced Package - Online Training	Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.
Setup and configuration package: OpenForms License	Setup and configuration of OpenForms
Training: OpenForms	1.5 hour OpenForms Training session for up to 25 people, delivered online.
Additional SMS - 500000	<p>Additional SMS/Text Messaging includes:</p> <ul style="list-style-type: none"> • Access to the selected volume of additional SMS/text messages per year from a unique standard toll-free number within the United States* • Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices <p><i>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.</i></p>
Template - Agenda or Minutes - HTML	Template - Agenda or Minutes - HTML is for a template created using HTML, which a client uses to output minutes data into a webpage that has the look and feel of a document.

Solution	Description
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.
Legistar Add-On - Laserfiche Integration	Legistar Add-On - Laserfiche Integration is for the Legistar\Laserfiche integration that allows for documents to be imported from Laserfiche to Legistar and for Legistar to export reports\attachments to Laserfiche
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.

Solution	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to up to one (1) Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>
Granicus Encoding Appliance Software (GT)	<p>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.</p>

Solution	Description
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.
OpenCities Cloud Security License	<p>Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks.</p> <p>Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection and advanced bot detection.</p>
OpenCities Subsite License	<p>This License is for a single subsite to be installed with an instance of OpenCities. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more.</p> <p>Using our Subsite functionality, clients can create and manage subsites without the need to engage in custom web development. Using the site wizard, you can select what functions and layout needs you have for the site, set up publishers and permissions, and start entering content within a matter of days. Create and implement a visual theme in-house or partner with Granicus to deliver one for you.</p> <ul style="list-style-type: none"> • Use the full power of OpenCities modules to create functionally rich subsites • Reduce maintenance costs • All sites benefit from ongoing Accessibility, Browser, Device and UI updates • Easily share content such as events in between sites, even if each site looks different • Setup password protected sites to deliver secure information to authenticated users. • Subsites are supported under the same terms as the main site, with the same SLA and support and maintenance agreements. • Does not include implementation services

Solution	Description
Citizen Participation Suite	<p>The Granicus Citizen Participation suite provides the ability to involve the community throughout the legislative process and produce better outcomes. The Citizen Participation suite also reduces staff time by providing the ability to effortlessly collect, manage, and prioritize citizen input. The software provides a convenient way for citizens to voice their feedback and participate online. Granicus Citizen Participation includes:</p> <ul style="list-style-type: none"> • Unlimited user signup • SpeakUp tool • eComment tool • Ability for citizens to sign up and participate in online projects, discussions, forums, ideas, surveys, and meetings • Spam protection through CAPTCHA • Profanity filters • Role permissions for administrators • Idea module • Discussion module • Forum module • Projects module • Survey module • Meetings module • Reporting on a module by module basis • Ability to request, speak, or comment on agenda items

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use

and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client'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.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client 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 the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-441303 dated 08 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- 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 Clearwater, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- **Billing Frequency Notes (Milestones - 40/30/30):** An initial payment equal to 40% of the total; a payment equal to 30% of the total upon homepage design approval, and; a payment equal to 30% of the total upon go-live.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

For All Services Credits (including Service Catalog Credits and SimpleSupport):

Credits must be purchased prior to use and are allocated towards any services performed by Granicus included in the Service Credit portfolio for the number of credits indicated therein. Credits cannot be used towards software subscription purchases. Credits are consumed as Services are performed during the applicable period of performance and must be used during that period of performance or they will expire. If Client fails to use the credits within the period of

performance due to factors outside of Granicus' control, Granicus will not be obligated to refund any credits and will be under no obligation to perform the Services.

SWAGIT Product Specific Terms

In addition to the terms and conditions of your agreement with Granicus, your use of the Swagit product offerings (including hardware, software and services) 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 Swagit Product.

1. AVIOR Broadcaster Hardware.

- a. Fifty percent (50%) of the total fees due for the hardware will be invoiced upon contract signature. The remaining balance of fees associated with the hardware will be invoiced upon completion of installation of the hardware at Client's designated location.
- b. Cancellation of any order for Avior Broadcaster hardware will result in Client's obligation to pay Granicus twenty percent (20%) of the total fees due for the hardware as a restocking fee, and Client is responsible for all costs associated with the return of the hardware to Granicus in resale condition.
- c. Fees for Swagit Subscription Services related to Avior Broadcaster equipment will commence two (2) months after contract execution and will be pro-rated for the first year. The full twelve (12) month renewal term will commence on the anniversary of the contract execution date.

2. EASE Encoder Hardware.

- a. 100% of EASE encoder hardware fees will be invoiced upon contract signature. EASE encoders are not eligible for return or refunds.
- b. Fees for Swagit Subscription Services related to EASE encoders will commence one (1) month after contract execution and will be pro-rated for the first year. The full twelve (12) month renewal term will commence on the anniversary of the contract execution date.

3. **Warranty.** All equipment is provided to Client with the manufacturer's warranty associated with such equipment. Granicus disclaims all warranties, express or implied associated with the equipment, including any implied warranties of merchantability and fitness for a particular purpose. Granicus will provide Client with all documentation associated with the manufacturer's warranty upon request.

4. **Camera and Broadcast Operations.** Granicus may need to operate the camera and broadcast system remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The Client will need to supply Granicus with access to such TCP and UDP ports with respect to the Client's Internet connection. Granicus will not be responsible for remote camera operations should Client fail to give Granicus such access, or if Client's Internet connection is interrupted. Additionally, in the event the Granicus needs to operate such system manually, the Client will provide access to the equipment at the Site designated by the Client in the Scope of Work.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-441303 dated 08 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Bruce Rector
Mayor

By:

Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

Rosemarie Call
City Clerk