

First Amendment to the Granicus Service Agreement between Granicus, LLC and Marion County FL

This First Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Marion County FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 6/4/2019 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-108020, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

- 1. Granicus shall have and perform the duties, obligations, and responsibilities to Client as provided in Exhibit A to this First Amendment.
- 2. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
- 3. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
- 4. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail.
- 5. The invoice will include a credit equivalent to the price of one year of solutions marked by first year free. Upon renewal, products will be invoiced at the rates in the future year pricing table.
- 6. Credit provided is the equivalent of the annual charge. For agreements less than one year, the full credit amount will be applied to the first term's invoice.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

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.

Marion County FL

Signature

Name: Kathy Bryant

Title: Chairman

Date: 10 22 2020

Granicus

Signature: 9 essica (fang

Name: Jessica Yang

Title: Manager of Business and Contracts

Date: Sep 23, 2020

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Exhibit A

Granicus Proposal for Marion County FL

Granicus Contact

Name: Tim Whelan Phone: 240-418-3619

Email: timothy.whelan@granicus.com

Proposal Details

Quote Number: Q-108020 **Prepared On:** 9/23/2020 **Valid Through:** 10/16/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: The initial term for this Amendment and Quote Q-108020 will run 10/1/2020 - 6/2/2021. The New Annual Subscriptions listed below will be renewed with on 6/3/2020 with Marion County's existing subscriptions.

One-Time Fees				
Solution	Billing Frequency	Quantity/Unit	One-Time Fee	
govAccess - Web Design and Implementation - Branded w/ Domain	Milestones - 40/ 20/20/20	1 Each	\$3,200.00	
govAccess - Web Design and Implementation - Independent Sub	Milestones - 40/ 20/20/20	1 Each	\$9,700.00	
Mega Menu Designer - Additional	Milestones - 40/ 20/20/20	2 Each	\$3,500.00	
		SUBTOTAL:	\$16,400.00	



Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess - Maint/Hosting/License Fee - Branded w/Domain	Annual	1 Each	\$0.00 first year free*
govAccess - Maint/Hosting/License Fee - Independent Sub	Annual	1 Each	\$0.00 first year free*
		SUBTOTAL.	\$0.00

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.

*The invoice will include a credit equivalent to the price of one year of solutions marked by first year free. Upon renewal, products will be invoiced at the rates in the future year pricing table. The credit provided is the equivalent of the annual charge. For agreements less than one year, the full credit amount will be applied to the first term's invoice.

SUBTOTAL:	\$3,049.99
govAccess - Maint/Hosting/License Fee - Independent Sub	\$2,100.00
govAccess - Maint/Hosting/License Fee - Branded w/Domain	\$949.99
Solution(s)	6/3/2021 - 6/2/2022
Renewal Pricing	

Product Descriptions		
Name	Description	
govAccess - Web Design and Implementation - Branded w/Domain	Branded Subsites allow a department to customize their pages with a unique color scheme and branding while still utilizing the framework of the main website. This package includes: • Wireframe based on the main website • Unique design theme, including color palette for landing page and interior pages • Customizable background image or slideshow • Customizable navigation, including graphics • Customizable header and footer • Individual URL and search capabilities	

govAccess - Maint/ Maintenance, Hostin
Hosting/License Fee - by the subscription:
Branded w/Domain • Monthly Soft

Maintenance, Hosting and Licensing includes the following for Independent Subsite(s) covered by the subscription:

- Monthly Software Updates
- Unlimited Technical Support (6 am 6 pm PT, Monday Friday)
- · Training Webinars and On-Demand Video Library
- Best Practice Webinars and Resources
- · DDoS Mitigation
- Disaster Recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

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Name	Description
govAccess - Web Design and Implementation - Independent Sub	Independent Subsite Package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of templates. The package includes: • Unique design theme, including color palette for landing page and interior pages • Unique header and footer • Unique navigation design • Individual URL and search capabilities
	Optional custom mobile homepage (included)
govAccess - Maint/ Hosting/License Fee - Independent Sub	Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite • Monthly software updates • Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

Mega Menu Designer Cost for each additional Mega Menu (i.e. for Intranet or Subsites)

- Additional