



Master Subscription Agreement US/Canada

This Master Subscription Agreement ("**Agreement**") is effective as of the date an Order or SOW commences ("**Effective Date**") between the City of Oklahoma City and its Trusts ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company ("**Granicus**").

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products.

"Products" means the online or cloud subscription services, on premise software, and embedded software licensed to Client, and hardware components purchased by Client under this Agreement;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client pursuant to this Agreement;

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

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement;

2. Intellectual Property Ownership and Use Rights.

a) Intellectual Property Ownership. Granicus and its licensors own all IP Rights in the Products. Client and its authorized users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by Granicus or its licensors.

b) License to Products. Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. Granicus reserves all right, title and interest in and to all Granicus Products, including all rights not expressly granted to Client under this Agreement.



c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing Services subject to this Agreement.

e) **Content.** The City of Oklahoma City and its Trusts can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus is not responsible for any Content used, uploaded or migrated by Client or any third party.

f) **Advertising.** Client shall not use Products to promote third-party products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

- (i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;
- (ii) Disassemble, decompile, reverse engineer or make derivative works of the Products;
- (iii) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;
- (iv) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or
- (v) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

- a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for a period of one (1) year ("**Initial Term**"). Thereafter, this Agreement may be renewed in writing by mutual agreement of the parties for four (4) additional one-year terms (each, a "**Renewal Term**").
- b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in such Order. In no event shall any Order Term be extended beyond the Agreement Term.
- c) **SOW Term.** Each SOW will begin on 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 upon thirty (30) days written notice to Granicus. In no event shall any SOW Term be extended beyond the Agreement Term.
- d) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within ninety (90) days after receipt of such notice, or an additional period of time as agreed to by the parties.
- e) **Termination for Convenience.** Either party may terminate this Agreement in whole or in part for convenience by providing the other party with at least ninety (90) days written notice.
- f) **Effect of Termination.** Upon expiration or termination of this Agreement, an Order or SOW for any reason: (i) Client's right to access and use the Products will continue for a period of no less than 90 days from the date of written notice to Granicus, in order for the Client to have time to extract or download any Content stored in the Products (additionally any perpetual licenses granted under an Order, will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have ninety (90) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such ninety (90)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.
- g) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

- a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- b) **Payment.** Client will remit payment of the fees due within sixty (60) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable.
- c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.
- d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes at least ninety (90) days prior to the end of the current Term, which will become effective as of the next Renewal Term. Renewals at the same volume amount will not increase more than five percent (5%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

5. Client Responsibilities.

- a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client. In addition, Content does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.
- b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires

subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** 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.

e) **Third-Party Technology.** 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.

6. Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement attached as Exhibit A. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) for a breach of the warranty in Section 7.b.(ii) reperformance of the non-conforming Services, provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS

OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON- INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform 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 the Services will be performed remotely. 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. 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) 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 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. **"Deliverable(s)"** means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services. Any travel related costs must be pre-approved by the City. If airfare travel is required, airfare must be pre-approved by the City's Project Manager before it is booked. Hotel accommodations should be made at government rates where possible. Meals and incidentals will be reimbursed as actual expenses are incurred, but the maximum is the Federal Government's per diem rate for Oklahoma City. Expenses related to alcohol or entertainment will not be reimbursed. Such expenses will be billed monthly and due thirty (30) days following date of invoice.

9. 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.

Subject to the Oklahoma Open Records Act, freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

- b) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.
- 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; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (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) 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 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.
- e) Disclosing Party may be irreparably damaged if the obligations under this section 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 or any other appropriate equitable order or decree.

10. Indemnification.

- a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as

delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' 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 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.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. 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 ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (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. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE

INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CUSTOMER FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

12. General.

f) **Force Majeure.** With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

g) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or 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.

h) **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 and logo in client lists and similar communications.

i) **Waiver.** 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.

13. **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. Client's mailing and email address are as set forth in the Order. The mailing and email address of Granicus is as follows:

Granicus	Oklahoma City
Contracts	Attn: IT Service Desk
408 St. Peter Street, Suite 600, Saint Paul, MN 55102	100 N. Walker, 1 st Floor
(651) 757-4154	Oklahoma City, OK 73102
contracts@granicus.com	(405) 297-2727; HelpDesk@okc.gov

- a) **Severability.** If any provision of this Agreement, Order, or 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, Order or SOW will remain in full force and effect.
- b) **Assignment.** 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 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.
- c) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.
- d) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.
- e) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.
- f) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

14. Governing 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 a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. 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, imputed

terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

15. Entire Agreement. This Agreement and Orders and SOWs 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. Perpetual licenses granted to Client under prior agreements remain in full force and effect. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (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

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APPROVED by the Council of the City of Oklahoma City and **SIGNED** by the Mayor

this 19TH day of DECEMBER, 2023.

ATTEST:

Amy K. Simpson
CITY CLERK



Dair Holt
MAYOR

REVIEWED for form and legality.

Amy Douglas
ASSISTANT MUNICIPAL COUNSELOR

Granicus
DocuSigned by: By: <u>Kimberly Rosenberger</u> 8A340286FD5949F...
(Authorized Signature)
Name :Kimberly Rosenberger
(Print or Type Name of Signatory)
Title: Contracts Manager
Date: 12/4/2023
(Execution Date)

Attachments:

- Exhibit A (Service Level Agreement)
- Exhibit B (GXC Order)
- Exhibit B-1 (GXG Order Additional SOW)
- Exhibit B-2 (GXC Implementation Phases (Post-Sales Exhibit))
- Exhibit C (GXG Order)



Signing Authority for Granicus Contracts

By means of this letter (the "Delegation"), I, Mark Hynes, the Chief Executive Officer (the "Delegating Official") for Granicus (the "Corporation"), hereby delegates the authority herein described to the below listed roles (the "Delegates"), under the following terms and conditions:

1. This delegation shall be effective 08 August 2023 and shall remain in effect unless otherwise amended or revoked by the Delegating Official. This signature authority delegation hereby supersedes, terminates and replaces all prior versions.
2. The Delegates may sign as follows:
 - a. The roles listed in Exhibit A for Client Agreements, on behalf of Granicus, LLC and Granicus, Inc., including their subsidiaries and affiliates. Client Agreements are contracts that, subject to applicable laws, regulations and corporate guidelines then in effect, are entered into by the Corporation in the ordinary course of its business operations, including agreements, purchase orders, or other documents directly related to the fulfillment of the terms of any license, product or service agreements or any renewals thereof for any products, including nondisclosure/confidentiality agreements, federal, state, local and municipal contracts, requests for proposals, and vendor forms, but excluding the procurement of products or services.
 - b. The roles listed in Exhibit B for procurement of products or services.
 - c. The roles listed in Exhibit C for forms related to financial transactions of the business otherwise authorized by the executive leadership of the organization, the board of directors, or as required by law.
3. The roles listed below are authorized to delegate any part of their authority on a limited basis in writing to other individuals for single transactions or scheduled absences. All delegations of signature authority should be set forth in an email and retained with the final executed contract.

DocuSigned by:

Mark Hynes

9488CA8341A0452...

Mark Hynes

Chief Executive Officer

08 August 2023



Exhibit A

Role
Chief Executive Officer
Chief Financial Officer
Chief Customer Officer
Chief Revenue Officer
Senior Director and Regional Principal Canada
General Counsel
Vice President of Legal
Senior Director Legal & DPO
Manager, Contracts
Contracts Manager
Counsel
Director, Global Renewals
Manager, Renewals
Managing Director, ANZ
Finance Manager, ANZ
Managing Director, UK
Finance Manager, UK



Exhibit A: Service Level Agreement

Standard Help Desk Services and Availability

Granicus will provide complete help desk support for administrators and customers of all Granicus Solutions. Regular support for all products will be available during regular business hours, Monday-Friday; via email or toll- free telephone.

CUSTOMER SUPPORT CONTACT

Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm Europe)

Emergency Support is available 24/7 Please submit support requests via:

- Portal: support.granicus.com
- Email: support@granicus.com
- Phone: 1-800-314-0147 USA, 0800 032 7764 Europe

Please submit govDelivery Communications Cloud subscriber support only requests to:

- Portal: subscriberhelp.granicus.com
- Email: subscriberhelp@granicus.com
- Phone: 1-800-439-1420 USA, 0808 234 7450 Europe

COMMUNICATION SERVICE LEVEL AGREEMENT

Granicus response to support and service requests will be based on four (4) Severity Levels:

Severity Level	Description	Examples	Initial Customer Response Time
Level 1	Emergency. Incident represents a total outage; the product is unavailable or not accessible for use	<ul style="list-style-type: none"> • govDelivery's admin.govdelivery.com is down or all sending is significantly delayed • govMeetings web server is running but the application is non-functional, modular functionality not related to custom code is non-operational, or SQL-server errors that are not related to hardware. • govAccess website is unreachable by public users 	Within one (1) hour of notification by the customer of occurrence
Level 2	Severely Impaired. Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product	<ul style="list-style-type: none"> • govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers • govMeetings custom modules are non-operational • govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires debugging of programming code 	Within four (4) hours of notification by the customer of occurrence



Level 3	Impaired. Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	<ul style="list-style-type: none"> govDelivery system not connecting to social media, single customer app/feature help, or database requests govMeetings system files won't upload, or text not rendering govAccess website works but there are problems with presentation 	Within one (1) business day of notification by the customer of occurrence
Level 4	Low Impact. Incident that has a limited business impact and requests can be scheduled.	<ul style="list-style-type: none"> Programmatic change to back-end or frontend to improve efficiency Distribution of all patches and upgrades 	Within three (3) business days of notification of customer of occurrence

Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

AVAILABILITY

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99% per calendar quarter for its hosted services. Notifications for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus.

Downtime is defined as any time that the Granicus Solutions services are unavailable.

A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by Granicus utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.

A Site Outage does not include Downtime that falls into one or several of the exclusions below:

- Scheduled or routine maintenance
 - Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
- The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
- The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances
 - Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site



Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.

- For **govAccess**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS

SCHEDULED MAINTENANCE

- **govDelivery.** Scheduled maintenance typically occurs every thirty (30) days with average Downtime required being less than thirty (30) minutes. Planned or routine maintenance is limited to two (2) hours per week. Total scheduled Downtime for the year will not typically exceed twenty (20) hours.
 - **Note:** Communications Cloud and EHQ are included under the govDelivery products.
- **govMeetings.** Scheduled maintenance will take place between 11:00 pm – 4:00 am ET on Fridays. Granicus will provide the customer with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance.
 - **Note:** PrimeGov is included under the govMeetings products.
- **govAccess.** Scheduled maintenance will take place between 1:00 am – 4:00 am ET every Monday.
 - **Note:** OpenCities is included under the govAccess product list.
- **govService.** Planned or routine maintenance is limited to two (2) hours and typically occurs every two (2) weeks*.
 - **Note:** OneView and Knowledge Base are included under the govService product list.
- **All Solutions.** Notifications and additional scheduled maintenance will be posted on status.granicusops.com. Email notifications for these products can be subscribed to from that page.

HARDWARE REPLACEMENT

For hardware issues requiring replacement (where applicable), Granicus shall respond to the request made by the customer within one (1) business day. Hardware service repair or replacement will occur within four (4) business days of the request by the customer, not including the time it takes for the part to ship and travel to the customer. The customer shall grant Granicus or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the customer informed regarding the time frame and progress of the repairs or replacements.



Integration Matrix – CRM

OneView is designed to enable ease of use for residents. To best support our government agency partners we have integrated OneView with Accela both on-prem and SaaS hosted to support the seamless creation of work orders in Accela from resident requests for service or information. Of particular interest for the City of Oklahoma, OneView is also able to accept reports within intersections and to use the city's geocoder for addresses so as to minimize potential confusion or wasted resources.

The following outlines the direction of data flow to and from OneView and various 3rd Party Systems ("3PS").

OBJECTS CREATED IN ONEVIEW

- **Service Request ("SR")** – When an SR is created in OneView, a new SR is created in the 3PS. This Service Request is inclusive of text and question responses by the resident/submitter.
- **Comment** – When a comment is created in OneView (either via OneLink or the OneView/Dynamics Console) on an SR, a comment is created in the 3PS and associated with the corresponding SR.
- **Contact** – When a contact is created in OneView (either via OneLink or the OneView/Dynamics Console) during the creation of an SR, a contact is created in the 3PS and associated with the corresponding SR.
- **Attachment** – When an attachment is created in OneView (either via OneLink or the OneView Console) on an SR, an attachment is created in the 3PS and associated with the corresponding SR.

3RD PARTY SYSTEM	SR	COMMENT	CONTACT	ATTACHMENT
Cartegraph	Y	Y	Y	Y
Cityworks 2015	Y	Y	Y	Y
Cityworks 15.1+	Y	Y	Y	Y
Lucity	Y	Y	Y	Y
Accela	Y	N	Y	Y
Hansen REST	Y	Y	Y	Y
Nexgen	Y	Y	Y	Y
Sungard Fusion	Y	Y	Y	Y
Salesforce	Y	Y	Y	Y
Tyler Energov	Y	Y	Y	Y
Dynamics 365	Y	Y	Y	Y

To further clarify the above chart, Granicus is committed to passing critical data to Accela – passing resident descriptions to Accela alongside photos and contact information to best support those members of the team who primarily or exclusively use Accela as their source of truth.

The described integration with OneView is in place for both on-premise and SaaS hosted Accela.

OBJECTS CREATED IN 3RD PARTY SYSTEM

- **Service Request** – When an SR is created in the 3PS, a new SR is created in OneView
- **Comment** – When a comment is created and added to an SR in the 3PS, a comment is created for the corresponding SR in OneView. If the comment is marked as public in the 3PS, that comment will be marked public. If the comment is marked as private, the comment will be created as a Private Note.



- **Contact** – When a contact is created for an SR in the 3PS, a contact is created in OneView and associated with the corresponding SR.
 - Changes for this object/property are polled every three hours beginning at either 12AM PST or 1AM PDT
- **Attachment** – When an attachment is created and added to an SR in the 3PS, an attachment is created in OneView and associated with the corresponding SR.

INTEGRATION	SR	COMMENT	CONTACT	ATTACHMENT
Cartegraph	Y	Y	N/A	Y
Cityworks 2015	Y	Y	N/A	Y
Cityworks 15.1+	Y	Y	N/A	Y
Lucity	N	Y	N/A	N
ccela	N	N	Y	N
Hansen REST	N	Y	Y	N
NexGen	N	N	N/A	N
Sungard Fusion	N	Y	N/A	N
Salesforce	N	Y	Y	N
Tyler Energov	N	Y	N/A	N
Dynamics 365	N	Y	Y	N

OBJECTS UPDATED IN ONEVIEW

- **Service Request** – When an SR is updated in OneView, no action is taken in the 3PS.
- **Comment** – When a comment is updated in OneView, no action is taken in the 3PS.
- **Contact** – When a contact is updated in OneView, no action is taken in the 3PS.
- **Attachment** – When an attachment is updated in OneView, no action is taken in the 3PS.

SPECIAL OPERATIONS

- **Address Lookup** – During the creation of an SR in the 3PS, an address is queried in the 3PS based on the SR's X/Y coordinates. If a result is found, that address' unique ID is the associated to the SR prior to inserting the SR into the 3PS.

INTEGRATION	ADDRESS
Cartegraph	N/A
Cityworks 2015	N/A
Cityworks 15.1+	N/A
Lucity	N/A
Accela	Y
Hansen REST	N/A
Sungard Fusion	Y
Salesforce	N/A
Tyler Energov	N/A
Dynamics 365	N/A

Note: The information contained in this document is constantly evolving and is subject to change based on the priorities set by Rock Solid and/or functionality supported by the 3rd party system. For the most up to date Integration Information, access the help desk documentation here: <https://support.rocksolid.com/hc/en-us/articles/9075149363355-Integration-Feature-Matrix>



Exhibit B – GXC Order

Granicus Proposal for Oklahoma City, OK

In Support of: Oklahoma City, OK

Order Details

Prepared By: David Cliff
Email: david.cliff@granicus.com
Prepared On: 08 Aug 2023
Expires On: 20 Dec 2023

Order Terms

Currency: USD

Payment Terms: Net 60 (Payments for subscriptions are due at the beginning of the period of performances.)

Period of Performance: The term of the Agreement will commence on 01 Jan 2024 and will continue for 12 months. Upon written agreement of the parties, the Agreement may be renewed for four (4) additional one-year terms.

Current Pricing Summary

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

Terminating Subscriptions

Solution	Quantity	Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	0 each	\$ 13,222.47
Subtotal:		\$ 13,222.47

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).



New Pricing Summary

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

One-Time Fees

Solution	Billing Frequency	Quantity/ Unit	Year 1
Government Experience Cloud (Enterprise) – Setup and Configuration	Milestones - 40/20/20/20	1 Each	\$180,373.00
Subtotal:			\$180,373.00

New Subscriptions (1/1/2024 – 12/31/2024)

Solution	Quantity/ Unit	Year 1 Annual Fee
Government Experience Cloud	1 Each	\$0.00
Advanced Support	1 Each	\$35,000.00
OpenCities SaaS License	1 Each	\$79,930.93
OpenForms Enterprise License (30 users, 100 forms)	1 Each	\$12,686.62
EHQ Basic	1 Each	\$13,500.00
OneView Bundle (Knowledge Base, Custom Geocoder, Service Request Management Module)	1 Each	\$45,083.00
Subtotal:		\$ 186,200.55

Renewing Subscriptions

Solution	Quantity/ Unit	Year 1 Annual Fee
govDelivery	1 Each	\$15,043.22 (9/1/2024 - 12/31/2024)
PrimeGov Bundle (Video Streaming, Agenda Suite Bundle, Boards and Commissions, Electronic Voting, Agenda and Minutes, Workflow Forms, Item Search Portal)	1 Each	\$14,400.00 (9/1/2024 - 12/31/2024)



Future Year Pricing

Solution	1/1/25 – 12/31/25	1/1/26 – 12/31/26	1/1/27 – 12/31/27	1/1/28 – 12/31/28
Government Experience Cloud	\$0.00	\$0.00	\$0.00	\$0.00
OpenCities SaaS License	\$83,927.48	\$88,123.85	\$92,530.04	\$97,156.54
OpenForms Enterprise License (30 users, 100 forms)	\$13,320.95	\$13,987.00	\$14,686.35	\$15,420.67
EHQ Basic	\$14,175.00	\$14,883.75	\$15,627.94	\$16,409.33
OneView Bundle (Knowledge Base, Custom Geocoder, Service Request Management Module)	\$47,337.15	\$49,704.01	\$52,189.21	\$54,798.67
Advanced Support	\$36,750.00	\$38,587.50	\$40,517.79	\$42,543.22
govDelivery	\$47,386.15	\$49,755.46	\$52,243.23	\$54,855.39
PrimeGov Bundle (Video Streaming, Agenda Suite Bundle, Boards and Commissions, Electronic Voting, Agenda and Minutes Workflow Forms, Item Search Portal)	\$53,402.99	\$56,073.14	\$58,876.80	\$61,820.63
Subtotal:	\$296,299.72	\$311,114.71	\$326,671.36	\$343,004.45

Key Terms to Know

Product Description

Government Experience Cloud:

Government Experience Cloud is a purpose-built software-as-a-service (SaaS) solution that helps local government transform the resident experience to better connect, engage, and serve constituents by increasing workflow efficiencies and maximizing existing technology investments, such as integrations into traditional back-office enterprise solutions.

Licensed Modules – One Time Fees

GXG Government Experience Services

Consultative services from the GXG team of strategists, communicators, and analysts, providing custom consulting in support of your goals. Sold as Firm Fixed Price (not Time & Materials). Custom proposal attached to quote as **Exhibit B-1**.

OneMeeting Consultative Services

Up to 40 hours of consultative services from the OneMeeting team to audit customizations in account in advance of a reimplementation. Granicus project team will perform a system audit of Primegov (OneMeeting) to attempt to identify and document all custom development that has occurred. We estimate this process will take 20 hours, any remaining OneMeeting consulting hours can be applied to a remediation project to be scoped at a later date.

OpenCities Set-Up and Configuration

Installation and setup of OpenCities SaaS, including an assigned Project Manager during the implementation phase.

OpenCities CMS Design

This is a design package tailored for unique city requirements. Requires scoping by implementation.

OpenCities - Training

As part of implementation, Granicus will provide role specific training for up to 20 people covering:

- Site Administrator Training
- Content Creator Training
- Power Publisher Training

Department Augmentation (buckets of 10 hours of Custom Consulting)

Some projects require the creation of unique design elements (CSS or JS), specifically developed content types or templates, or other design or development work that goes beyond standard engagement and implementation. This work will be identified by the Granicus team during the sales process and scoped in discussion with the customer and our implementation team leads. Deliverables, level of effort/time to deliver, and cost will be determined in that discussion.

OneView E&E Knowledge Base Configuration and Training

OneView E&E Knowledge Base Configuration and Training

OneView E&E Custom Geocoder

One-time setup fee for using your own instance of geocoder (must follow ArcGIS Online Patterns; SRID req. as well)

Custom Geocoder

Ongoing subscription for swapping in customer's own instance of geocoder. (Must follow ArcGIS Online Patterns; SRID req. as well)

EngagementHQ Standard Implementation

Set-up and configuration of the instance.

EngagementHQ - Training

Two 90-minute online training sessions for EHQ.

Licensed Modules – New Subscriptions

OpenCities SaaS License - Website & Content Management System:

The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. Client is equipped with the technology, expertise, and training to keep the website relevant and effective over time. The SaaS License includes:

- All OpenCities out of the box functionality (excluding optional/premium modules priced separately)
- Platform setup and full project management
- Managed cloud hosting via Microsoft AzureGov
- Ongoing security updates
- Ongoing product updates and enhancements
- WCAG AA Accessibility maintained perpetually
- 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA)
- Comprehensive SLA and Support Ticketing system

OpenForms Enterprise License (30 users, 100 forms) - Digital Forms + Workflow Automation

A digital services builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. The digital forms builder 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 services that adjust based on customers responses. The Enterprise plan to accelerate digital transformation for up to: 30 users and 100 forms (defined as digital services which may or may not include workflow)

Key features include:

- Workspaces
- Response workflows



- Custom documents (Certificates, permits, formal letters & more)
- Form versioning & scheduling
- Drag and drop form builder
- Display logic, calculations, payments
- Insights dashboard and form analytics
- Saved responses and unlimited responses
- Data connections and API access
- Up to: 50GB file uploads, 2,000 web API calls per hour, 20 custom documents per form

OpenForms Set-up and Configuration

Setup and configuration of OpenForms License

OpenForms - Training

As part of implementation, Granicus is proposing to conduct role-specific training sessions for up to 20 people, delivered online. These sessions might include form creation, workflow, and system administrator training.

Service Request Management Module for Enterprise: Subscription

Ongoing subscription for Enterprise Service Request Management Module

OneView Service Request Management Configuration and Training

OneView E&E Service Request Management Configuration and Training to include analysis of existing processes, configuration of OneView and OneLink (Mobile App), as well as System Administration and End-User Training

Knowledge Base

Ongoing subscription for Knowledge Base

EngagementHQ Basic – Sentiment Analysis and Constituent Feedback

Basic engagement package;

- Annual subscription
- Ten project pages on the engagement platform live per year: each project has unlimited use of tools.
- One Site Administrator
- Three Project Administrators
- Access to all standard tools including embeddable Surveys/polls, Forums, Guestbook, Stories, Q&A, Ideas, Places and Newsfeed
- Customizable registration form and Participant Relationship Manager (PRM)
- Appearance editor for homepage management, branding and styling
- Access to reporting and analysis tools including Survey Analysis, Text Analysis with sentiment, tool dashboards, customizable PDF survey reports and downloadable excel reports
- Newsletters for project updates and project communication
- 24/7 independent moderation



Granicus Advanced Support

Priority in the support queue, dedicated Customer success representative, and dedicated Technical Support Representative whenever possible (depending on availability, another Technical Support Representative may be prioritized for urgent needs).

The dedicated Customer Success Representative will lead quarterly strategic business reviews to track progress against customer experience goals and provide recommendations based on best practices from similar customers. They will also facilitate:

- Up to 50 hours/year for accessibility validation of any new web/form content that the customer will develop after launch, or any mass communication that the customer will prepare
- Up to 50 hours/year for ad-hoc training needs which can be used for ad-hoc training needs beyond the standard product onboarding training and standard technical support how-to questions.
- OKC will have direct access to a named One Meeting support specialist that will work with Granicus engineering and product teams, on OKC's behalf, to address product issues they may be experiencing.

Licensed Modules – Renewing Subscriptions

PrimeGov Agenda Suite Bundle

PrimeGov Agenda Suite Bundle includes:

- Video Streaming
- Agenda Suite Bundle
- Boards and Commissions
- Electronic Voting
- Agenda and Minutes Workflow Forms
- Item Search Portal

govDelivery

The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:

- Up to 50,000 Subscribers
- Unlimited email sends with industry-leading delivery and management of all bounces
- Support to upload and migrate existing email lists
- Access to participate in the govDelivery Network
- Ability to send mass notifications to multiple devices
- Text-to-subscribe functionality
- Up to 2 Web-hosted training sessions annually
- Up to 50 administrators
- Up to 1 govDelivery account
- Access to a complete archive of all data created by the Client for 18 months (rolling)



Order Form
Oklahoma City OK
granicus.com

-
- Up to 3 hours of message template and integration development
 - Up to 100 subscription topics

Up to 100,000 SMS/text messages per year from a shared short code within the United States. International numbers are not supported. SMS/text messages not used for the period of performance will not carry over into the following year.



TERMS & CONDITIONS

- 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 Oklahoma City OK to provide applicable exemption certificate(s).
- 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.
- **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.

Exhibit B-1 GXG Additional SOW

GXG Ignite + Information Architecture

Oklahoma City, Oklahoma

GXG Ignite and Information Architecture packages are designed to help you align around organizational goals and key audiences for your website, map the current state, and improve the overall website experience. Our proven framework will help you develop a shared understanding of what the website experience is designed to achieve.

Timing – Period of Performance

We recommend a 6-month time commitment for the execution at the outset of the website project's consultancy. This enables us to stay on track with Oklahoma City's goals as part of the significantly larger implementation effort led by project managers.

Services

Project Management

- 1-hour kickoff with the core project team to align on timeline, goals, and deliverables
- Co-creation of a project charter and RACI to guide project decisions.

Discover and Plan

To create a website that meets both city objectives and audience needs, Granicus will conduct a deep-dive discovery process to understand goals, current state and key needs.

Stakeholder Discovery & User Research

Granicus will engage with both internal and external stakeholders to understand critical needs and pain points both inside and outside of the agency.

- Conduct up to one (1) discovery session with key stakeholders
- Individual interviews of up to five (5) internal stakeholders, partners, or constituents. Interview sessions last up to one (1) hour and can include up to three (3) internal stakeholder participants per session.
- Up to one (1) custom community survey
- Up to one (1) custom internal stakeholder survey
- Comparative Analysis of up to two (2) websites from similar cities or counties
- Branding and Style Guide Review

Content & Data Audit

Granicus will analyze the current state of the website by conducting both a deep- dive audit of the core pages as well as a full crawl of the entire site.

- Crawl of the full website to identify including all pages, PDFs, images and multimedia on website
- Detailed review of content on the site pages driving the top 80% of your current site's traffic.
- Analytics Review
- Heatmapping Review of up to five (5) web pages outside the homepage. For example, a client can choose heatmapping for a key page related to a service to understand how users are navigating that page.

Key Findings Report

The Key Findings Report brings together the learnings from the discovery activities to provide a unified perspective of the current state and begin to identify key strategies to improve the website experience.

Includes:

- Review of key organizational goals and outcomes
- Current state analysis
- Read-out of discovery findings
- Audience Ecosystem Map & high-level audience analysis for up to 8 segments

Build and Launch

Experience Center Facilitate up to one (1) 4-hour or two (2) 2-hour collaborative virtual workshop with key stakeholders to inform the Strategic Blueprint and Content Strategy. Through a series of design-thinking activities and discussion, Granicus will lead your team through our proven, four-step framework to experience planning.

Possible workshop topics include:

- Helping your team gain alignment around what it wants the new website to be
- Developing a voice and tone brand statement
- Co-creating workflows and governance standards for the new site

Strategic Blueprint

Informed by the Granicus research efforts, this guiding document maps an improved, future-state website experience. The future-state recommendations in the blueprint include:

- Up to four (4) key audience personas
- Up to four (4) constituent journey maps
- Up to four (4) messaging frameworks
- Performance benchmarks and plan for reporting
- Recommended high-level structure for the website, including key audience groups and content recommendations for each section

Information Architecture

Ensuring that your website content is organized in an intuitive, logical way to users is critical to helping them find what they are looking for quickly and without getting frustrated. To help make sure website visitors can find what they need, Granicus will



develop a new site map for your website that organizes your content in a way that makes sense to both internal and external stakeholders.

Activities

- **Data Audit:** We'll review surveys, Google Analytics, and any other piece of data to get a sense of how the website is currently utilized, what the user priorities are, and how the current content is meeting their needs.
- **User engagement:** One (1) tree test with up to forty (40) external users to test proposed information architecture

Deliverables

- **Data Analysis Report.** Includes read-out of data analysis, implications for information architecture, and L1 – L2+ navigation grouping recommendations
- **Tree Test & Results.** Includes recommendations and configuration of online tree test and results, analysis and recommendations
- **Full Site Map.** Includes all proposed HTML pages up to 2500 URLs. Includes references to source content (existing URLs, new content documents) when available

Assumptions

- Covers analysis and IA for sites with up to 2,500 URLs
- Client sources external users for testing
- Client completes AIM process prior to kickoff

General Project Assumptions

GXG staff are available during the hours of 9 a.m. – 5 p.m. ET, Monday through Friday, except for the following:

- **US Holidays:** New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving/Lincoln's Birthday, Christmas Eve, Christmas Day.
- **Granicus Unplug Days** (Second Wednesday of each quarter): January 11, 2023; April 12, 2023; July 12, 2023; October 11, 2023

Acceptance Criteria

Upon completion of a deliverable, GXG will confirm its completion via email and client will reply via email with acceptance or rejection of the deliverable.

Rates and Services as Basis for Additional Work

Our prices are based on the level of effort of our team to deliver the specific scope, which scales based on size of their account, number of audiences, number of stakeholders and other factors, informed by our past performance with other customers. We sell our services as Firm Fixed Price, which allows us to stay flexible, adjusting our scope to meet customer needs as they may adjust throughout the course of the period of performance.

General Project Assumptions



- The Granicus Experience Group will require access to all relevant documents, Client materials and personnel during the period of performance.
- Client will provide comments and approvals in a timely manner. Should Client delay project review/approvals for more than ten (10) days, a revised timeline may be required.
- Client will develop a list of stakeholders and approvers of the project, as well as give best- estimates on approval processes required to finalize deliverables.
- No more than two (2) rounds of Client review for deliverables (not including website content) with the first round focused on any substantive changes requiring reworking of assets or plans and the second round focused on any refinements to those assets or plans.
- Client project owners will aggregate feedback from all key business partners and communicate to Granicus.
- Granicus assumes that if Client requires additional deliverables and/or change of scope, the final budget and delivery date potentially may be impacted.

The following items are assumed to be Out-of-Scope:

Any deliverable or consulting services requested but not outlined in this SOW will result in a change of scope. Costs in this scope of work are related to the scope outlined above. Any changes to the scope or requested changes beyond the scope above may result in additional costs, which will be approved by Client in advance in writing. This may include:

- Any additional rounds of review above and beyond what is documented in this SOW.
- Additional creative changes will be considered out of scope.
- Any out-of-pocket costs, not identified as part of this SOW consisting of, but not limited to photography, video, re-touching art and consumables, and/or purchasing artwork, etc.
- Any support for employee communications or crisis projects.
- Translation Services
- Custom Short Code for SMS communications

Change Control Procedure

The scope change request process will be the vehicle for communicating change. Either party may initiate a change request. Both parties must review the proposed change and either approve or reject change, in writing, prior to proceeding with any change to this SOW.



Exhibit B-2 GXC Phases (Post Sales Exhibit)

Granicus is providing the proposed initial timeline based on priorities identified in the sales process, assuming signature by December 20th and a start date of Jan 15th. Any delay in procurement or scheduling will result in timeline adjustments.

In an effort to best accommodate for timelines and align project activities to meet client defined outcomes, a project schedule with additional detail will be provided after project kick-off and further conversation with Oklahoma City staff.

Though every project has unique considerations and complexities, similar projects of this size average 14-18 months.

TASKS	Estimated Timing			
	2024			
	Jan	Feb	Mar	Apr
PHASE 1 - Discovery				
Project Kick-Off				
GXG Stakeholder Discovery & User Research				
OneMeeting Custom Consulting (audit)				
PHASE 2 - Initial Training				
Engagement Module Training				
Advanced Package Training				
PHASE 3 – Plan				
Content Audit and Key Findings Report				
Experience Center				
Information Architecture (starts)				
Supporting Technology				
Engagement Module Build and Launch				
Advanced Package Build and Launch				
Website Design and Build				



TASKS	Estimated Timing			
	2024			
	May	Jun	July	Aug
PHASE 4 – Build				
Strategic Blueprint				
Information Architecture				
Design Values Workshop				
PHASE 5 – Training				
Digital Forms Training				
CRM Training				
Supporting Technology				
CRM Module Build and Launch				
Digital Forms and Workflow Module				
Website Build				

TASKS	Estimated Timing			
	2024			
	Sept	Oct	Nov	Dec
PHASE 6 – Department Personalization				
Department Augmentation				
CMS Training				
Supporting Technology				
Digital Forms and Workflow Module				
Website Content Migration				
Website Build				



TASKS	Estimated Timing			
	2025			
	Jan	Feb	Mar	Apr
PHASE 7 – Final Touches				
Implementation Review				
Transition to Support and Success				
Supporting Technology				
Website Build				
PHASE 8 – Launch and Hyper-care				
Website Launch				

Please note: this is a proposed/idealized schedule and is not a binding agreement. A project schedule with additional detail will be provided after project kick-off and further conversation with Oklahoma City staff.

Billing Frequency Notes

(Milestones - 40/20/20/20):

- An initial payment equal to 40% of the total;
- A payment equal to 20% of the total upon Granicus' delivery of Phase 3 (Advanced Package and EngagementHQ);
- A payment equal to 20% of Granicus' delivery of Phase 6 (CRM, Forms, and Website designs);
- and A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.



Exhibit C – GXG Order
Granicus Proposal for Oklahoma City, OK In Support of:
Oklahoma City, OK

Order Details

Prepared By: David Cliff
Email: david.cliff@granicus.com
Prepared On: 08 Aug 2023
Expires On: 20 Dec 2023

Order Terms

Currency: USD

Payment Terms: Net 60 (Payments for subscriptions are due at the beginning of the period of performances.)



Optional One-Time Fee Pricing

Solution	Billing Frequency	Quantity/ Unit	Year 1
GXG Writing for the Web University (Content Optimization)*	Up Front	125 hrs	\$200.00/hour
GXG Writing for the Web Workshop*	Up Front	25 hrs	\$200.00/hour
GXG Digital Services Academy*	Up Front	75 hrs	\$200.00/hour
Granicus Web - TRAINING - remote - additional session*	Upon Delivery	3 hrs	\$500.00/hour
Advanced Package - Setup and Configuration	Up Front	1 Each	\$0.00
Advanced Package - Online Training	Up Front	1 Each	\$500.00
Training - OpenCities	Upon Delivery	1 Each	\$0.00
OpenCities Intranet License (With Design) - Design Package	Upon Delivery	1 Each	\$25,000.00
OpenCities Subsite License - Design Package	Upon Delivery	1 Each	\$1,000.00
OpenCities Subsite License - Services Setup and Configuration Package	Milestones - 40/20/20/20	1 Each	\$18,000.00

*Must purchase in block of hours, cannot be split



Order Form
Oklahoma City OK
granicus.com

Optional Subscription Fee Pricing

Solution	Billing Frequency	Quantity/ Unit	Year 1
EHQ Additional Hub Admin	Annual	1 Each	\$1,000.00
EHQ Additional Hubs	Annual	1 Each	\$1,000.00
EHQ Additional Project Admin	Annual	1 Each	\$500.00
EngagementHQ Additional Site Admin	Annual	1 Each	\$1,500.00
EHQ Brand Integration Maintenance	Annual	1 Each	\$2,000.00
EHQ Essential CX Services Package	Annual	1 Each	\$3,000.00
EHQ Workforce Single Sign-On	Annual	1 Each	\$1,800.00
Communications Cloud Advanced Package	Annual	1 Each	\$0.00
OpenCities Intranet License	Annual	1 Each	\$35,000.00
OpenCities Subsite License	Annual	1 Each	\$15,000.00

These line items are optional. Client may exercise these line items by providing a written notice to Granicus referencing the terms of this Agreement.

Key Terms to Know

Licensed Modules – Optional Line Items

GXG Writing for the Web Workshop

Content is the most important element of a website. We believe in using best practices to standardize and promote consistency. There's no better time to completely revamp your content than when you're updating your website and moving to a new CMS. We'll teach your team how to undeniably sound like the agency and focus on the user, helping you mature your communications and services over time. Sold as Firm Fixed Price (not Time & Materials). Services include:

- Workshop kick off: align on goals, dates, and participants / services
- Services review: review every service selected to confirm workshop feasibility
- One 3-hour workshop (remote)

Assumptions:

- 2-week level of effort to be completed within the contract period.
- Client has manual PDFs or use another digital tool.
- NOT for clients that mainly use third party applications for all services
- NOT for clients that have a centralized content creation model (1-2 Content Authors/Publishers for the entire website)

GXG Digital Services Academy

Digital transformation is more than just creating PDFs as online services. It's about creating a digital experience that starts long before the user gets to the online form. GXG experience strategists will help your team think about your top services through a user experience lens, focusing on journey mapping, user stories, content improvement, user testing, and smart forms that include workflows and smart logic, learning how to support an improved user experience from the start. The Digital Services Academy lays the foundation for better government websites, empowered teams, and engaged users. Sold as Firm Fixed Price (not Time & Materials). Services include:

- Insights Session. One (1) 30-min virtual meeting prior to the DSA with GXG and client to align on goals, dates, participants, and services
- Services review. Following the Insights Session, GXG will review each service selected to validate workshop feasibility
- Digital Services Academy. At least one GXG team member will be virtual with your team to facilitate up to three (3), 2.5-hour workshops over the course of one week, on Monday, Wednesday and Friday, for example

Assumptions:

- 1-month level of effort to be completed within the contract period
- Client has manual PDFs or use another digital tool
- No more than 20 participants for each session. Each participant should attend all three sessions
- NOT for clients that mainly use third-party applications for all services
- NOT for clients that have a centralized content creation model

GXG Writing for the Web University (Content Optimization)

Creating new or rewriting existing content is often the most challenging portion of a website redesign, often creating unforeseen delays. Our process helps clients overcome the inherent roadblocks when creating content: dedicating the time and focus necessary to complete the task.

To help jump start the content creation process, the Granicus Experience Group (GXG) will train your team on best practices for writing for the web and perform on-site, in-person content consulting sessions to guide you as you write content for your new website. Following the in-person workshops, GXG will hold open office hours where content contributors can ask questions or seek feedback on their work.

Writing for the Web University includes the Writing for the Web Workshop curriculum and does not need to be purchased separately unless the client would like additional training for those not participating in the Writing for the Web University.

Inclusions:

- Kickoff: Align on goals, dates, participants, and understand style guide considerations
- Discover and Plan:
 - Review client's existing style guide. Where client doesn't have an existing style guide, GXG to develop an internal survey for style considerations, including tone, voice, and use of pronouns (e.g. you/we).
 - GXG to develop a style guide checklist based on survey results and client input.
 - Website data analysis to identify pages that could use rewriting based on traffic. Includes:
 - Providing a high-level list of website pages driving the top 80% of traffic and reading grade level.
 - Providing additional detail for the top 50 trafficked pages, including Flesch-Kincaid reading level, date last updated (where available), topic & category.
- Build and Launch:
 - Training Workshop. One (1) virtual 3-hour workshop for up to fifteen (15) participants to train staff on website writing best practices, standardize style and promote consistency across the new website.
 - Content Consulting Session. One (1) 2.5 hour in-person, hands-on content optimization session for up to fifteen (15) participants. During the session, client will actively re-write content with GXG consultants providing real-time assistance and guidance. GXG will send up to two (2) GXG consultants on-site to consult in real-time as client rewrites content. Could include workshoping a page live to address challenges and common questions from participants.
 - Office hours: GXG to provide open office hours one day a week for four (4) weeks for one hour each week. Office hours are designed to provide consulting, guidance, and feedback to content contributors.



To maximize the value of the office hours, client must submit the page(s) in question to GXG prior to each session.

- Assumptions:
 - Three month period of performance
 - Must be activated and completed within 12 months of purchase
 - Travel for GXG consultants included.

EHQ Online Training Sessions - Two 90 minute online training sessions for EHQ.

EHQ Online Refresher Training - 60 minute online refresher training session on EHQ.

EHQ Additional Hub Admin - Additional Hub Admin for EHQ.

EHQ Additional Hubs - Additional Hub page/s for use with EHQ Hubs add-on.

EHQ Additional Project Admin - Additional Project Admin for EHQ.

EngagementHQ Additional Site Admin - Additional Site Admin for EHQ.

EHQ Site Refresh - Support services to assist with EHQ theme changes and refreshing online presence.

Digital Engagement Site Review - 90 minute site review scoping and 1 x benchmarking report for a 12 month period, with key benchmarking against peer performance.

EHQ Brand Integration Maintenance - EHQ Brand Integration maintenance and support.

Benchmarking reports - Our Digital Benchmarking report lets you take a deeper look at your digital engagement practices. This service is designed to help you identify what is working well as well as gaps in your organizations practice, identify opportunities for improvements and allow you to set benchmarking indicators for future performance monitoring. The service includes a detailed site review report on your past 12 months of digital engagement using EngagementHQ. Learn more about your levels of engagement and site behaviors, tool usage, project trends and take a closer look at your database demographics. We also provide you with benchmarking against peer organizations in your region so you can take a comparative look at your achievements. As part of this service you will also receive key recommendations and observations from a dedicated digital engagement expert to help you develop a success plan for improvement. What you get:

- 1 x 60-minute online site review meeting
- Digital engagement practices and benchmarking dashboard
- Recommendations and insights overview

EHQ Essential CX Services Package - EHQ Essential CX Services Package;

- Annual subscription
- Up to 10 hours of strategic support and advice from our engagement specialists



- Utilize for assistance with campaign strategy, engagement methodology, tool selection or internal buy-in and adoption
- One 60 minute online EHQ refresher session per annum

EHQ Full Brand Integration - EHQ Full Brand Integration;

- Dynamic header and footer to match corporate site
- Implementation of supplied corporate brand style sheet
- Removal of EHQ/Granicus branding

EHQ Online Refresher Training- Half Day - Online half-day training session with an implementation consultant. For use throughout license period.

EHQ Partial Brand Integration - Partial Brand Integration for EHQ to match corporate style sheet.

EHQ Site Build Implementation - EHQ Site Build Implementation for site setup, training and onboarding support;

- Site delivery and onboarding details
- Scheduled kick-off call to discuss goals and implementation process
- Site Admin training on EHQ platform
- We build up to 5 x project for you with content supplied
- Registration form setup and best-practice advice
- Homepage configuration
- Implementation of branding and styling
- Setup of site settings, team and domain provisioning
- Two site build revisions for changes and updates prior to launch
- Site review and quality assurance checks prior to launch

EHQ Workforce Single Sign-On - Annual EHQ Workforce Single Sign On (SSO) subscription for administrators of EHQ.

Communications Cloud - Onsite Training - Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered in-person by product experts. The "per day" rate includes travel expenses, and up to 6 hours of instruction.

Advanced Package - Onsite Training - Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered in-person by product experts. The "per day" rate includes travel expenses, and up to 6 hours of instruction.

EHQ Additional Hub Admin – Configuration - Setup and configuration of additional Hub Admin.

EHQ Additional Hub Admin – Configuration - Setup and configuration of additional Hub Admin.



EHQ Additional Site Admin – Configuration - Set up and configuration of additional Site Admin.

Implementation - EHQ Essential CX Services Package - Implementation of Essential Services Package in Wrike. Package is for 10 hours of support and includes 1 x 60 minute online training session.

Implementation - EHQ Workforce Single Sign-on - Installation and setup of EHQ Workforce Single Sign-on.

Communications Cloud Advanced Package - 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:

- 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)

A subscription for the Advanced Cloud Module is dependent on an active license for the GovDelivery Communications Cloud.

GXG Information Architecture

Ensuring that your website content is organized in a logical way that is intuitive to users is critical to helping your visitors find what they are looking for quickly and without getting frustrated. To help make sure website visitors can find what they need, Granicus will develop a new site map for your website that organizes your content in a way that makes sense to both internal and external stakeholders.

Services include:

- **Kickoff:** Align on goals, expectations, timelines, and deliverables
- **Community Survey:** Deploy a community survey via web, email and social channels to understand user needs and pain points
- **Data Audit:** We'll review surveys, Google Analytics, and any other piece of data to get a sense of how the website is currently utilized, what the user priorities are, and how the current content is meeting their needs.
- **User engagement:** One (1) tree test with up to forty (40) external users to test proposed information architecture

Deliverables:

- **Data Analysis Report.** Includes read-out of data analysis, implications for information architecture, and L1 – L3+ navigation grouping recommendations
- **Tree Test & Results.** Includes recommendations and configuration of online



tree test and results, analysis and recommendations

- **Full Site Map.** Includes all proposed HTML pages. Includes references to source content (existing URLs, new content documents) when available

Assumptions:

- Covers analysis and IA for sites with up to 2,500 URLs for a single domain. Subdomains are not included and require a separate IA package.
- Client sources external users for testing
- Client completes Content Rationalization process prior to kickoff
- 3-month period of performance from kick-off to delivery of final site map
- Must be completed within 6 months of purchase

OpenCities Intranet License (With Design) - Design Package This package includes:

- Landing page – a carbon copy of the main website homepage layout and functionality
- Unique design theme, including color palette for landing and interior pages
- Development/CMS Implementation
- Ability to refine homepage content via CMS widget settings
- Individual navigation structure
- Individual domain name
- Individual search capabilities

OpenCities Intranet License - Help all employees find and view the information they need through an elegant and intuitive online Intranet portal. Deliver content to specific employee groups securely. Enable HR functions such as company communications, vacation calendars or new hire onboarding. Organize policies. Surface and search key content. The OpenCities intranet provides a turn-key solution that captures years of local government digital learnings to bring people, processes and information together, providing your teams with everything they need to do their job better. Delivered as a mobile friendly, ADA / WCAG compliant, continually evolving cloud solution, an OpenCities Intranet is fast to deploy, easy to scale and provides the user experience a modern intranet needs.

- OpenCities Project Manager from kick-off to go-live
- Use the full power of OpenCities page types, content types and modules to create a functionality rich intranet- Staff directory and organization chart that syncs automatically with your Microsoft Azure Active Directory to ensure the information is always up to date
- Enhance collaboration and communication with message boards
- Allow users to create profiles, news, events and message boards in the intranet, without needing to access the CMS back-end
- Does not include implementation services

OpenCities Subsite License - 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.

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.

- 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

Granicus Web - TRAINING - remote - additional session (3 hours) - Granicus will provide three (3) hours of CMS training session for up to ten (10) people covering one these topics:

- Site Admin Training
- Content Publisher Training
- Ad-hoc agenda based on selected CMS training topics

Advanced Package - Setup and Configuration - Implementation includes:

- 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

The implementation process takes four to six weeks, on average, depending on the availability of stakeholders and/or current GovDelivery Communications Cloud experience.

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.

Training – OpenCities - 2.5 hour OpenCities training session for up to 20 people, delivered online, covering one of these topics:

- Site Admin training
- Content Publisher training
- Power Publisher training

OpenCities Subsite License - Services Setup and Configuration Package - Set up and configuration of one OC Subsite. Includes Project Management, basic grey scale template, and developer configuration.