AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: GRANICUS, INC.

RESPONSIBLE PRINCIPAL   THOMAS A. SPENGLER
OF CONSULTANT: CHIEF EXECUTIVE OFFICER

CONSULTANT'S ADDRESS: 568 HOWARD STREET, STE. 300
                                            SAN FRANCISCO, CA 94105

COMMENCEMENT DATE: AUGUST 8, 2007

TERMINATION DATE: JULY 31, 2008

CONSIDERATION: NTE $47,000.00

AGREEMENT WITH THE CITY OF AGOURA HILLS
FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into in the City of Agoura Hills on this 8th day August, 2007, by and between the CITY OF AGOURA HILLS, a municipal corporation, hereinafter referred to as CITY, and Granicus, Inc., hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, CITY desires to obtain the services of a competent and experienced CONSULTANT to perform related professional duties as set forth in Exhibit "A" attached and made a part of this agreement; and

WHEREAS, CONSULTANT possesses the required competence and experience and is available to provide the required service for the period of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1.   TERM.   The term of this Contract shall be from commence on the date hereof and shall continue in full force and effect for one (1) year after the date hereof. This Agreement shall automatically renew for an additional three (3) terms of one (1) year each, unless either party notifies the other in writing at lease 30 days' prior to such automatic renewal that it does not wish to renew this Agreement.

2.   CITY'S OBLIGATIONS. After CONSULTANT has performed the services as specified in this Contract, CITY will pay and CONSULTANT shall receive therefore payments based upon the actual services received by CITY and the fees charged by CONSULTANT at the rates established as shown in Exhibit "B" attached hereto and made a part of this Agreement.

Payments to the CONSULTANT shall be made within 30 days after receipt of an original invoice from the CONSULTANT and acceptance of the contract.

3.   CONSULTANT'S OBLIGATIONS.   For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by CITY, CONSULTANT agrees with CITY to furnish the services and to do everything required by this CONTRACT, the scope of work attached hereto as Exhibit "A", and the Proposal submitted by the CONSULTANT. Without limiting the generality of the foregoing, CONSULTANT represents on behalf of itself and all subcontractors engaged for the performance of this Contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

4.   USE OF MEDIA MANAGEMENT SOFTWARE: Granicus, Inc., agrees to provide the client with a revocable, non-transferable and non-exclusive account to access the Media Management Software; and grants the client a revocable, non-sub licensable, non-transferable and non-exclusive right to use the Media Management Software. The Media Management Software is proprietary to Granicus, Inc.,, and protected by intellectual property laws and international intellectual property treaties. The clients access to, and use of the Media Management software is licensed and not sold. Client is responsible for any applicable costs and taxes associated with use of the Services, or use of the Services through Clients account.

Cancellation of Clients Managed Services will also result in the immediate termination of Clients Media Management Software license as described above.

5 .   HOLD HARMLESS AND INDEMNIFICATION. CONSULTANT agrees to defend, indemnify, and hold harmless CITY, its officials, officers, employees, representatives, and agents, from and against all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with any intentional misconduct or negligent act or omission of CONSULTANT, its agents, employees, and subcontractors of any tier and employees thereof in
connection with the performance or non-performance of this Contract.   The CONSULTANT shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, expenses, or damages.

6.   INSURANCE.   CONSULTANT shall furnish CITY with proof of the following minimum insurance coverages prior to the execution hereof:

a)	General Comprehensive Liability (must be written on an occurrence form and include bodily injury, property damage)	$1,000,000	Combined single limit
b)	Automobile Liability for owned autos and nonowned/hired autos (must be written on an occurrence form)	$1,000,000	
c)	Professional Liability/Errors & Omissions	$1,000,000	
d)	Worker's Compensation	$ 250,000	Statutory

Coverage 5.a) and b) shall also include a City approved endorsement form or a copy of insurance policies providing an additional insured endorsement covering the CITY, its

agents and employees, and all of the foregoing insurance shall include an unequivocal clause stating that none of the required insurance shall be canceled or materially changed without 30 days prior written notice to the CITY. For coverage 5.a) and b) a City approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved prior to commencement of any work.

7.   AMENDMENTS. Any amendment, modification, or variation from the terms of this Contract shall be in writing and shall be effective only upon approval by the City Engineer of the CITY.

8.   TERMINATION. CONSULTANT may not terminate this Contract except upon 30 days written notice and upon receiving the prior written consent of CITY, which shall not unreasonably be withheld. CITY may terminate this Contract without cause, upon thirty (30) days written notice to CONSULTANT in which case CONSULTANT shall be entitled to receive compensation for the reasonable value of CONSULTANT'S services performed through the termination date. Furthermore, if, during the term of this Contract, CITY determines that CONSULTANT is not faithfully abiding by any term or condition contained herein, CITY may notify CONSULTANT in writing of such defect or failure to perform; which notice must give CONSULTANT a 24-hour notice of time thereafter in which to perform said work or cure the deficiency. If CONSULTANT has not performed the work or cured the deficiency within the time specified in the notice, or if a similar failure to perform or deficiency is repeated, such shall constitute a breach of this Contract and CITY may terminate this Contract immediately by written notice to CONSULTANT to said effect. In said event, CONSULTANT shall be entitled to the reasonable value of its services performed up to the day it received CITY'S Notice of Termination, minus any offset from such payment representing the City's damages from such breach. Failure of CONSULTANT to provide CITY staff reports, exhibits, charts, graphs, and other written material which meets or exceeds reasonable professional standards shall cause damages which are unascertainable at the inception hereof, entitling CITY to offset any payments due on the contract in the form of liquidated damages not exceeding the balance due on the contract, and not as a penalty. CITY reserves the right to delay any post-termination payment until completion or confirmed abandonment of the project, as may be determined in the CITY's sole discretion, so as to permit a full and complete accounting of costs. In no event shall CONSULTANT be entitled to receive in excess of the compensation quoted in its proposal/bid.

9.   INCORPORATION BY REFERENCE. The Request for Proposal and the Proposal Submission are hereby incorporated in and made a part of this Contract. In the event of a conflict the priority of documents shall be: (1) This Agreement; (2) Request for Proposal; (3) Proposal Submission.

10.   ASSIGNMENT/SUCCESSORS. Neither party hereto shall assign any of the benefits or burdens hereunder without the prior written consent of the other party hereto. Assigns and successors to the parties hereto shall be bound by the provisions hereof.

11.   COMPLETE AGREEMENT. This written Contract, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

12.   TIME OF PERFORMANCE. Time is of the essence in this Contract.

13.   ANTI-DISCRIMINATION. In the performance of the terms of this Contract, CONSULTANT agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to Labor Code Section 1735.

14.   AUDIT. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to CITY as a condition precedent to any payment to CONSULTANT.

15.   NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY: Nathan Hamburger, Assistant City Manager
                    City of Agoura Hills
                    30001 Ladyface Court
                    Agoura Hills, CA 91301

CONSULTANT: Thomas Spengler, Chief Executive Officer
                    Granicus, Inc.
                    568 Howard Street, Ste. 300
                    San Francisco, CA 94105

15.   AUTHORITY TO EXECUTE AGREEMENT.   Both CITY and CONSULTANT do covenant that each individual executing this Contract on behalf of each party is a person duly authorized and empowered to execute Contract for such party.

16.   CONFLICT OF INTEREST. Neither CONSULTANT nor any employees, agents, or subcontractors of CONSULTANT who will be assigned to this project, to the best of CONSULTANT'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this Contract. Should either party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict CITY may terminate the agreement immediately on the same

conditions applicable when CONSULTANT fails to provide to CITY staff reports, exhibits, charts, etc. (See Section 7 hereof).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST: CITY OF AGOURA HILLS,
                                                     a Municipal Corporation

_____   _____
Kimberly Rodrigues, City Clerk   Dan Kuperberg, Mayor
City of Agoura Hills   City of Agoura Hills

APPROVED AS TO FORM:

_____
Craig Steele, City Attorney
City of Agoura Hills

CONSULTANT:

Granicus, Inc.
568 Howard Street, Ste. 300
San Francisco, CA 94105

By: _____
        Thomas A. Spengler
        Chief Executive Officer

Exhibit A

Granicus, Inc.

Professional Services Description

Configuration:
Configuration of Granicus hardware includes the assembly of all server and encoder components. Base operating systems are installed on Granicus or client supplied hardware. The hardware and software is optimized for streaming media applications. Granicus software is then installed and initial configuration and testing is performed.

Web Site Integration:
Web site integration includes incorporating the public components of the Granicus Media Management™ software into the clients into the client's website, matching the look and feel, and integrating the navigation. This service also includes the custom design of a client specific pop-up video player, or skin, and a custom agenda parser to increase indexing quality and efficiency. In addition, our MinutesMaker feature can be customized to provide automatic generation of cross-linked meeting minutes to meet your specific needs.

Onsite installation & Training:
Onsite installation of hardware at client's location includes configuration of: analog audio and video feeds to the encoder, Internet and LAN connectivity, configuration of firewalls and proxies, all hardware with power and backup power supplies, and final system configuration with the Granicus Media Center. Once the system is up and running, Granicus' engineers finish the setup by tuning the audio and video remotely. A training session concludes the onsite visit.

Once the system is installed, our engineers will remotely monitor the equipment to assure that it is continually operating to original specifications.

Granicus MediaManager™ Software

Granicus MediaManager™ consists of proprietary web-based software tools designed to efficiently organize and manage your streaming content. These tools put the control of broadcast activity, user account management, live event management, and usage reporting in your hands.

The software has been broken up into four segments to meet the unique needs for a variety of local government agencies. These three components are: 1) MediaManager™ - Basic, 2) MediaManager™ - Enterprise, and 3) MediaManager™ - MinutesMaker. Each of these components are described in detail below. MediaManager™ - Basic is the foundation technology of every solution and is required before adding the Enterprise or MinutesMaker software modules.

MediaManager™ Basic

Public Site:
Our solution includes several pages for your Internet users to access on-demand media and live broadcasts. Users will use these pre-built pages to search out specific footage, and jump to specific events within your audio/video archive. The Granicus solution also allows for a key word search based on all of the index points associated with the City's complete library of video archives. This functionality substantially increases the convenience of access to and use of meeting archives. Around these core pages you can instantly control user access using a registration and log in system. All public web pages are seamlessly integrated into your current website, so that the look and feel of your site remains consistent. The MediaManager™ Basic software license allows for one custom build archiving listing page, and one video skin. By adding MediaManager™ Enterprise you will have the ability to create and customize an unlimited number of public pages by utilizing our templates and view tools. See MediaManager™ Enterprise for more information.

Protected Administration Site:
As a client of Granicus, you will have access to a web based administrative site that will allow you to create and manage archives, schedule and index live events, link documents and minutes of meeting to the video, view real time usage reporting, and configure content distribution. You will also have access to a series of video editing tools that can be used to enhance your on-demand content once it has been broadcasted or encoded.

- **Media Acquisition tools** give you the ability to add audio and video content to your content library from a variety of sources. Utilizing the Granicus Outcast™ encoder, live events can be simultaneously broadcast and archived to the library easily and directly through the live event manager. During a broadcast you can add time stamped data, such as agenda items indices or slides, allowing you to create rich multimedia presentations. You are also given a simple media import

tool that can be used to import any pre-encoded content from your desktop into your archive listing. Finally, the Granicus Outcast™ encoder which is included with MediaManager™ Basic, can be used to encode your analog video by replacing the live signal with that of a standard video playback device such as a standard VCR or DVD player. In this scenario, the same capture tools for managing a live broadcast can be used to make your valued offline content available online. Granicus also offers in house from encoding from VHS or DVD as part of our professional services.

- **_Automatic Live Event Scheduler and Archive Publishing_** – Live events, such as City Supervisors meetings, can be easily scheduled to be both broadcast live and archive through the Granicus Live Event Manager. By utilizing this tool, the City will not require staff time or technical assistance to start, stop or archive their live events. Archives are automatically transferred from the Granicus OutCast™ encoder to the Granicus MediaCenter™ and automatically published on the city's website.   These features substantially decrease the need for staff time to manage content creation and publishing to the City's website.

- **_Media Clip Administration_** provides clients the tools to create, edit, delete, index, trim and merge digital video clips. Once the media is in the archive library you can utilized indexing tools that allow you to set multiple "Jump To" points into the video, providing your end user the ability to easily navigate your streaming content. Various other editing and organizational tools allow you to modify your archives and add to the searchable Meta date associated with each archive.

- **_Meeting Agenda Parser_** allows the City to index its video archives based on agenda item titles, by automatically pulling the agenda item titles and descriptions from the City's agenda and loading them into the Granicus MediaManager™ . These agenda item titles are then loaded into the live event manager, which allows you to index your video in real time by simply clicking on a agenda item title and pressing enter when the council or board begins discussing that issue. Other solutions, if they offer indexing, force you to manually retype and load the test for each agenda item. The Agenda Parser feature assures quality indexing and substantially decreases the staff time needed to create indices.

- **_Searchable Indexes_** – Audio and video archives, which are viewable over the Internet, can be easily indexed with multiple jump points through the Granicus MediaManager™ software. These indexes allow users to jump directly to the specific point in the City's audio/video archive. The Granicus solution also allows for a key word search based on all of the index points associated with the City's complete library of video archives. For example a key word search on "Water" will return to the user a direct link to all of the audio/video archives, which discuss water usage in the City.   This functionality substantially increases the convenience of access to meeting archives.

- **Searchable Closed Captioning** – The Granicus solution supports the use of closed captioning, and the association of the captioning with the streaming media. Captions are viewable during live and archived streaming for full ADA compliance. For archived meetings, the captions can also be searched by key words allowing the user to jump to the appropriate point in the video archive. In addition captions can also be used to create a transcript for a particular agenda item through the Granicus MediaManager™ Software.

- **Document Management** enables documents to be manually loaded and linked to video archives and directly associated to the appropriate agenda items, resulting in a searchable archive that includes both the audio/video record of your meeting and the staff reports or other documents that were used during the meting. Cross-linking documents and audio/video archives provide the most comprehensive records archive system available. To improve the efficiency of integrating and linking your meeting documents with your meeting audio/video, see the Document Management Integration option included with MinuteLinker™.

- **CD Download with Indexing** – Audio/Video archives can be quickly downloaded and burned to a CE by any administrator of the Granicus solution. The CD download also includes the agenda item indexing information to users of the CD can still jump directly to the agenda items they are interested in. This tool conveniently provides offline copies of your meetings for those citizens without internet access.

- **Media Delivery** subsystems, such as the Granicus StreamReplicator™ and MediaVault™, maximize your exiting infrastructure investment by allowing you to deliver content using local storage and bandwidth when appropriate. These systems function transparently as part of the Granicus solution, and complement the robust delivery architecture at the Granicus MediaCenter™. No special training is required to operate these devices as they function autonomously and are controlled by Granicus MediaManager™ software.

- **Summary Reports** provide you with detailed usage reports concerning; streaming requests, average user bandwidth, outbound bandwidth, content popularity, and media storage usage.

MediaManager™ Enterprise

- **User/Group Administration** provides clients with the tools to set login and registration requirements and create new user accounts. Tools are also provided to manage and utilize the account information for registered users and export valid e-mail addresses into a quick mailing list. Most importantly, the group management tools allow you to categorize your media library, automatically limiting a users access to those clips that you specifically made available to them. By creating group administrators who control certain clips and managing

user accounts, you can distribute the responsibility of managing your media library.

- **Access Control** – Access control for content and groups of content allows you to define exactly who can access what content and from where. Access control can be based on IP address, username/password or both.

- **Complete Template Language** – The Granicus MediaManager™ software used a tag-based template language to display all published content. This allows you to finely control the look and feel of your video and video-related pages, and does not restrict your layout like a header/footer based publishing system would. By utilizing the Granicus MediaManager™ Enterprise license you can create and edit an unlimited number of publishing templates. These templates can be easily managed through our HTML editor by your webmaster.

- **Views System** – the views system is the counterpart to the template language. The Granicus MediaManager™ software allows you to publish video archives and a list of upcoming live broadcast to the web by creating views. To create a view you simply select the appropriate template and specific content you would like to have published. For example, a City may want to publish all of its City Council archives and the upcoming live broadcast of the City Council meeting on one webpage. To do this simply select the City Council archive folder and City Council event and then select the appropriate template. This will generate an HTML webpage with the appropriate look and feel and content. Link this page into your existing website and you are ready to go.

MediaManager™ MinutesMaker™

- **Granicus MinutesMaker™** acts as a substitute to the City Clerk's current live audio recording equipment and minutes annotation tools, making it simple to annotate your meeting minutes live during the meeting. By using the Granicus MinutesMaker™ software you capture motions, votes, and discussion summaries as they occur leaving you with minimal annotation work the next morning. The MinutesMaker™ software logic is based on Robert's Rules of Order and standard parliamentary procedure. Thus, allowing the system to easily record a variety of motion types including, amendments, substitute, and free form motions. In addition, the system easily handles updating of the role call during the meeting, recording the times that voting members join and leave a meeting. Votes are recorded live through a simple interface, which defaults all members to yes or absent based on their current attendance at the meeting. Every item that is annotated through the software is automatically linked to the audio and video record of your meeting as you type, enabling very efficient cleanup of your minutes after the meeting.

  If the Clerk does need to review the audio of the meeting the next day in order to update the minutes, you can simply click on the test of your minutes and the

MinutesMaker™ software will playback the audio and video from the precise point in the meeting. While you are watching or listing to the meeting record, you can simply and quickly edit the text of your minutes. As a result, you will no longer have to spend hours fast forwarding and rewinding through the audio tape of your meeting in order to finish your minutes.

- *Minutes Templates* are utilized to format the look and feel of your minutes document. Using the minutes template tools Granicus will develop an HTML minutes document that looks virtually identical to your current minutes format. However, the new minutes document will include links to the audio/video archive of your meeting as well as links to the appropriate supporting documents like staff reports for that meeting.

- *Mobile Encoder Option* – The Granicus MinutesMaker™ also enables you to utilize the Granicus MobileEncoder™. The MobileEncoder™ will allow you to utilize all of the functionality of MinutesMaker™ to record and index the audio/video of your meeting, and take your meeting annotations at a remote location without Internet access. When you return to your office, you can simply upload the audio file to the Granicus MediaManager™. At which point it can be automatically published to the City's website or edited just like the meetings that take place in the council or board chambers.

- *Document & Agenda Management Integration* - Granicus MinutesMaker™ allows for the integration of the Granicus Streaming Media solution with a document management or agenda management solution in order to create the most complete and accessible archive of your public meeting and legislative history. Granicus and its partners are working together to produce a system that will archive and manage all aspects of your public meeting records. All of these media types are automatically synchronized and cross-linked allowing for intuitive web based search and retrieval of information. In addition, the document and agenda management integration will allow the two systems to automatically share information and streamlining your agenda and minutes workflow.

- *Voting System Integration* - Granicus MinutesMaker™ is required for integration with the Granicus VotingSystem™ software. The Granicus VotingSystem™ workflow is integrated tightly with the Clerks use of the Granicus MinutesMaker™ software, which together allows legislative motions, votes, and attendance information to be recorded directly from the council member's finger into the clerks meeting minutes.

Granicus MediaCenter™ - Content Management and Delivery

To deliver reliable, high-quality audio and video content over the Internet you must have a secure and scalable distribution facility able to support hundreds or thousands of concurrent users; with this as our goal we created the Granicus MediaCenter™. The Granicus MediaCenter™ enables us to store and distribute your content over the Internet to ensure your audience consistently receives a high quality stream.

How it Works

The Granicus MediaCenter™ is the core of all Granicus Internet broadcast solutions. This secure and reliable facility stores and distributes rich-media events to the public over the Internet. Live streams are encoded at your location and one stream is sent to our streaming servers at the Granicus MediaCenter™. Archive files can also be uploaded directly to our servers. Your streaming content will be available through your website, but the Granicus MediaCenter™ handles all requests for both live and archived streams. The only streaming that will travel over your network is the one stream per source, you are sending to the Granicus MediaCenter™.

The Granicus MediaCenter™ is well equipped to handle all of your streaming needs. It has direct redundant Internet connectivity at optical wavelength speeds to a variety of major Internet backbone providers, including Qwest Communications, SBC/Pacific Bell and others.

In addition to providing standard Internet data center power facilities, the Granicus MediaCenter™ has the significant added benefit of being a Designated Block 50 facility, allowing the facility to be exempt from rolling blackouts.

MediaCenter™ Features:

- Flexible Storage Programs
- Flexible Distribution Programs
- 24/7 System Support
- Redundant Storage
- Redundant Network Connections

Granicus Outcast™ Encoder – Feature Rich Encoding

The Granicus Outcast™ encoder coupled with the Granicus MediaManager™ software makes live streaming and archiving a simple and hands off process. Most encoders simply convert an audio/video signal into a digital format that can be used for streaming; the Granicus Outcast™ does much more. Using Granicus Outcast™ with your Granicus solution allows for live event scheduling, automatic web publishing, live indexing, slides, closed captioning, and automatic archiving and file transfer to distribution servers.

How it Works

The Granicus Outcast™ Encoder integrates with the web-based Granicus MediaManager™ software and transfers live broadcasts to the Granicus MediaCenter™ in real time. The Granicus MediaCenter™ then duplicates and distributes your high quality audio and video content to the audience requesting the content.

While broadcasting a live event, the on-site Granicus Outcast™ Encoder can also archive your broadcast for on-demand viewing later. Once your broadcast is complete, the encoded event is automatically transferred to the Granicus MediaCenter™ where our suite of streaming media tools is accessible for editing, management and publishing functions.

Outcast™ Encoder Features:

- Live & Scheduled Broadcast Control
- Automatic Archiving
- Multiple Bit Rate Support
- Automated Broadcast and Archive Publishing
- Live event management; Indexing, Slides, and Closed Caption

Granicus StreamReplicator™ - Intranet Stream Delivery

To deliver a live broadcast to a large audience inside your network without exorbitant bandwidth costs, a single encoder is not enough. The Granicus StreamReplicator™ allows you to replicate and redistribute live streams efficiently within a private network using multicast technology.

How it Works

The Granicus StreamReplicator™ replicates live broadcasts to viewers within your network. It delivers broadcast quality audio and video while minimizing bandwidth use and costs. Its multicast technology allows hundreds of concurrent viewers to watch what your network sees as a single live broadcast stream.

StreamReplicator™ Features:

- Broadcasts Multicast Live Events
- Broadcasts Unicast Live Events

Granicus MediaVault™ - Large Archives at Low Cost

An audio/video archive requires storage, management and delivery. The Granicus MediaVault™ provides long-term storage and management while maximizing the use of your existing broadband connectivity. The result: long term storage and content distribution at a drastic cost savings.

How it Works

The Granicus MediaVault™ integrates with the Granicus MediaCenter™ and transfers archived video to local storage. When archived video is requested, the MediaVault™ takes the place of the Granicus MediaCenter™ and delivers content directly from your location on your network. Should demand for archived content increase beyond your capacity, content can be transferred back to the MediaCenter™ with a click of a button. As a result, the Granicus MediaVault™ provides a superior solution for creating a digital library or records retention system.

MediaVault™ Features:

- RAID 5 Redundant Storage
- Capacity for up to 18,000 Hours of Content (2.12 years)
- Serves Content on LAN/WAN
- Simple Migration Tools

Exhibit B

Granicus, Inc.

Proposed Solution Pricing

PHASE I – SET-UP			
Granicus MediaManager™			
MediaManager Software			
Enterprise			$6,300.00
MinutesMaker			$5,250.00
	Sales Tax	8.25%	$952.87
	Subtotal		**$12,502.87**
Granicus OutCast™ Encoder			
Hardware (Provided by Client)			$0.00
(1) Osprey 230 Encoder Card			$350.00
Configuration			
Hardware (Provided by Client)			$0.00
Software			$350.00
	Sales Tax	8.25%	$28.88
	Subtotal		**$728.87**
Granicus MediaVault™			
Hardware (Provided by Client)			$0.00
Configuration			
Hardware (Provided by Client)			$0.00
Software			$420.00
MediaVault Software			$4,200.00
	Bundle Discount		($1,750.00)
	Sales Tax	8.25%	$202.12
	Subtotal		**$3,072.12**
Granicus StreamReplicator™			
Hardware (Uses MediaVault Hardware)			$0.00
Configuration			
Hardware (Uses MediaVault hardware configuration)			$0.00
Software			$175.00
StreamReplicator™ software			$1,750.00
	Sales Tax	8.25%	$144.37
	Subtotal		**$2,069.37**
Professional Services & Other Hardware			

Training			
(4) – Days Onsite			$6,400.00
Installation			
(1) – Day Remote			$437.50
Website and Template Integration			$4,060.00
	Sales Tax	8.25%	0.00
	Subtotal		**$10,897.50**
Shipping			$75.00
	Total Bundle Discount		($1,750.00)
	Tot Sales Tax	8.25%	$1,328.24
	Total		**$29,345.73**
PHASE 2 - MAINTENANCE			
Monthly Managed Services	Per Month		$1,799.00
Total Monthly Manages Services	**Total**	9 MO	**$16,191.00**

Payment Terms:

Invoices for up-front software, equipment and services will be sent upon completion of deployment. The payment term for the up-front invoice is net 30.

Invoices for the monthly managed services will be sent upon the completion of on-site training and client validation. The payment terms for the monthly managed services are net 30.

Granicus Managed Services

All managed services are billed on a monthly basis, and require the first month be paid during the initial setup of your Granicus solution. All plans include full Managed Services, complete monitoring and maintenance of your on-site hardware and 24/7 technical and user support for your complete solution. Managed Services also includes all software upgrades and bug fixes for all of the City's Granicus software components. The goal of our Managed Services program is to help the city realize the highest level of value and satisfaction from Granicus solution, without incurring additional or unexpected costs. Granicus Managed Services include the following:

Technical and User Support
Granicus offers continuous support and is dedicated to ensuring that the City is completely satisfied with Granicus products and services. Granicus staff is available to the City 24 hours a day, 365 days a year, via the contact info below:

> Direct (8:00 am to 6:00 pm *Pacific time*): (415) 357-3618
> Toll Free (8:00 am to 6:00 pm *Pacific time*) (877) 889-5495
> Site: www.granicus.com
> Email: support@granicus.com

Monitoring
As part of the city's Managed Services, Granicus will continually monitor, on a 24/7 basis, all the software and hardware included in your solution. Should any malfunction appear, Granicus will immediately notify the city and proceed to resolve the issue. Granicus is committed to repair or replace any non-functioning hardware, provided directly from Granicus, within 24 hours for up to 3 years.

Software Upgrades
Granicus provides its software as a "Lifetime License", and all software upgrades are included as part of your Managed Services program. This includes both the rights to use the upgraded software and any services required as part of the upgrade process.

Bandwidth and Storage
Through Granicus Managed Services we will provide all of the bandwidth and storage necessary to utilize your solution. The Granicus Managed Services plan includes "Unlimited Bandwidth" for streaming the City's live and on-demand content over the Internet through the Granicus MediaCenter™.

The Granicus Managed Services base plan also includes 12 months of archiving for all public meeting and 50 hours or 7 Gigabytes of storage for additional content at the Granicus MediaCenter™.

Project Implementation Timeline

Granicus guarantees a 30-day implementation period, which begins the day the service contract and initial fees are received.

Project Task	Date
Client delivers signed proposal and service contract to Granicus	Pre Kick-Off
Full purchase order is issued by the Client	Pre Kick-Off
Project Kick-Off	Week 1
Installation project plan completed by Granicus & Client	Week 2
Hardware built, configured and tested	Week 3
Granicus in conjunction with the Client's Webmaster will complete the website integration	Week 4
All onsite installations completed	Week 4
Training completed	Week 4
Client completes two-day solution testing and final implementation sign off	Week 4
Go-Live: Client releases remaining project funds to Granicus	Week 4