

# GOVERNMENT- PRICE QUOTATION

## Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM



**TO:** Holly Houghton  
Assistant Director of IT  
City of Corpus Christi - IT  
1201 Leopard St  
MIS Data Center - Basement  
Corpus Christi, TX 78401 USA

**FROM:** Erin Wilson  
Granicus at Carahsoft  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

**EMAIL:** Holly@cctexas.com

**EMAIL:** Erin.Wilson@carahsoft.com

**PHONE:** (361) 826-3753

**PHONE:** (571) 662-3092

**TERMS:** DIR Contract No. DIR-CPO-5687  
Expiration Date: 5/19/27  
FTIN: 52-2189693  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Texas VID#: 1522189693700  
Sales Tax May Apply

**QUOTE NO:** 52179245  
**QUOTE DATE:** 06/05/2025  
**QUOTE EXPIRES:** 06/30/2025  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$321,063.37  
**TOTAL QUOTE:** \$321,063.37

| LINE NO.                       | PART NO. | DESCRIPTION   | LIST PRICE     | DISC     | QUOTE PRICE  | QTY       | EXTENDED PRICE |
|--------------------------------|----------|---|----------------|----------|--------------|-----------|----------------|
| <b>ONE-TIME FEES</b>           |          |   |                |          |              |           |                |
| 1                              | Granicus | Government Experience Engagement<br>Cloud Enhanced - Setup, Configuration<br>Training Each<br>Milestone -<br>40/30/30<br>Granicus - GXC-BND-ECT2-OTF  | \$1,100,000.00 | 99.6 %   | \$47,515.3   | TX<br>DIR | \$4,705.15     |
| 2                              | Granicus | SMS - Setup and Configuration (Per<br>15m messages) Each One-time Fee<br>Granicus - PFS-PS-CO-SMS-SC  | \$80,850.00    | 100.00 % | \$0.00       | TX<br>DIR | \$0.00         |
| 3                              | Granicus | OneView Service Request Management<br>Configuration and Training Each<br>Granicus - GOVS-ONV-SRM-OTF  | \$6,882.00     | 29.66 %  | \$4,840.88   | TX<br>DIR | \$4,840.88     |
| 4                              | Granicus | OneView Single Sign-On Setup Fee<br>Each<br>Granicus - GOVS-ONV-SSO-OTF   | \$6,882.00     | 21.84 %  | \$5,378.76   | TX<br>DIR | \$5,378.76     |
| 5                              | Granicus | OneView E&E Knowledge Base<br>Configuration and Training Each<br>Granicus - GOVS-ONV-KBS-OTF  | \$4,129.00     | 21.84 %  | \$3,227.26   | TX<br>DIR | \$3,227.26     |
| 6                              | Granicus | OneView E&E Messaging Configuration<br>and Training Each<br>Granicus - GOVS-ONV-MES-OTF   | \$6,882.00     | 29.66 %  | \$4,840.88   | TX<br>DIR | \$4,840.88     |
| 7                              | Granicus | Enterprise Base Integration Setup and<br>Configuration Each<br>Granicus - GOVS-ONV-EBI-OTF  | \$12,000.0000  | 60.10 %  | \$4,787.5000 | TX<br>DIR | \$9,575.00     |
| <b>ONE-TIME FEES SUBTOTAL:</b> |          |   |                |          |              |           | \$32,567.93    |
| <b>NEW SUBSCRIPTION FEES</b>   |          |   |                |          |              |           |                |
| 8                              | Granicus | Government Experience Engagement<br>Cloud Enhanced Each - Annual<br>Subscription<br>(Up to 25000 Unique Contacts)<br>Total Services Catalog Credits: 50<br>Annual Fee: \$47,011.34<br>Granicus - GXC-BND-ECT2-REC<br>Start Date: 05/01/2025<br>End Date: 04/30/2027 | \$1,650,000.00 | 94.30 %  | \$94,022.67  | TX<br>DIR | \$94,022.67    |

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QUOTE DATE: 06/05/2025

QUOTE NO: 52179245

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| LINE NO.                        | PART NO. | DESCRIPTION   | LIST PRICE  | DISC     | QUOTE PRICE | TX DIR | QTY     | EXTENDED PRICE |
|---------------------------------|----------|---|-------------|----------|-------------|--------|---------|----------------|
| 9                               | Granicus | Additional SMS (Priced per SMS) Each -<br>Annual Subscription<br>Additional SMS - 500000<br>Annual Fee: \$10,300.00<br>Granicus - SAS-SB-CO-ADD-SMS<br>Start Date: 05/01/2025<br>End Date: 04/30/2027 | \$0.0700    | 41.43 %  | \$0.0410    | TX DIR | 500,000 | \$20,500.00    |
| 10                              | Granicus | Service Request Management Module<br>for Enterprise: Subscription Each<br>Annual Subscription<br>Granicus - GOVS-ONV-ARN-SUB<br>Start Date: 05/01/2025<br>End Date: 04/30/2026                        | \$84,229.00 | 40.23 %  | \$50,345.16 | TX DIR | 1       | \$50,345.16    |
| 11                              | Granicus | Service Request Management Module<br>for Enterprise: Subscription Each<br>Annual Subscription<br>Granicus - GOVS-ONV-ARN-SUB<br>Start Date: 05/01/2026<br>End Date: 04/30/2027                        | \$84,229.00 | 40.23 %  | \$50,345.16 | TX DIR | 1       | \$50,345.16    |
| 12                              | Granicus | Single Sign-On: Subscription Each<br>Annual Subscription<br>Annual Fee: \$4,303.01<br>Granicus - GOVS-ONV-ASS-SUB<br>Start Date: 05/01/2025<br>End Date: 04/30/2027                                   | \$11,000.00 | 21.76 %  | \$8,606.01  | TX DIR | 1       | \$8,606.01     |
| 13                              | Granicus | Knowledge Base: Subscription Each<br>Annual Subscription<br>Annual Fee: \$8,606.01<br>Granicus - GOVS-ONV-KN-SUB<br>Start Date: 05/01/2025<br>End Date: 04/30/2027                                    | \$20,000.00 | 28.76 %  | \$17,212.02 | TX DIR | 1       | \$17,212.02    |
| 14                              | Granicus | Platform - Enterprise: Subscription Each<br>Annual Subscription<br>Annual Fee: \$0.00<br>Granicus - GOVS-ONV-ENT-SUB<br>Start Date: 05/01/2025<br>End Date: 04/30/2027                                | \$84,229.00 | 100.00 % | \$0.00      | TX DIR | 1       | \$0.00         |
| 15                              | Granicus | Messaging: Subscription Each Annual<br>Subscription<br>Granicus - GOVS-ONV-AMS-SUB<br>Start Date: 05/01/2025<br>End Date: 04/30/2026  | \$16,516.00 | 37.47 %  | \$10,327.21 | TX DIR | 1       | \$10,327.21    |
| 16                              | Granicus | Messaging: Subscription Each Annual<br>Subscription<br>Granicus - GOVS-ONV-AMS-SUB<br>Start Date: 05/01/2026<br>End Date: 04/30/2027  | \$16,516.00 | 37.47 %  | \$10,327.21 | TX DIR | 1       | \$10,327.21    |
| 17                              | Granicus | Enterprise Base Integration Setup and<br>Configuration Each<br>Granicus - GOVS-ONV-EBI-OTF<br>Start Date: 05/01/2025<br>End Date: 04/30/2026  | \$12,000.00 | 44.15 %  | \$6,702.50  | TX DIR | 2       | \$13,405.00    |
| 18                              | Granicus | Enterprise Base Integration Setup and<br>Configuration Each<br>Granicus - GOVS-ONV-EBI-OTF<br>Start Date: 05/01/2026<br>End Date: 04/30/2027  | \$12,000.00 | 44.15 %  | \$6,702.50  | TX DIR | 2       | \$13,405.00    |
| NEW SUBSCRIPTION FEES SUBTOTAL: |          |   |             |          |             |        |         | \$288,495.44   |
| SUBTOTAL:                       |          |   |             |          |             |        |         | \$321,063.37   |

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### SUGGESTED OPTIONS

| LINE NO.            | PART NO. | DESCRIPTION  | LIST PRICE     | DISC     | QUOTE PRICE | QTY            | EXTENDED PRICE |
|---------------------|----------|--|----------------|----------|-------------|----------------|----------------|
| YEAR 2              |          |  |                |          |             |                |                |
| 19                  | Granicus | Government Experience Engagement Cloud Enhanced Each - Annual Subscription (Up to 25000 Unique Contacts) Granicus - GXC-BND-ECT2-REC | \$1,650,000.00 | 96.95 %  | \$50,302.13 | TX DIR 1       | \$50,302.13    |
| 20                  | Granicus | Additional SMS (Priced per SMS) Each - Annual Subscription Additional SMS - 500000 Granicus - SAS-SB-CO-ADD-SMS                      | \$0.0700       | 68.71 %  | \$0.0219    | TX DIR 500,000 | \$10,950.00    |
| 21                  | Granicus | Service Request Management Module for Enterprise: Subscription Each Annual Subscription Granicus - GOVS-ONV-ARN-SUB                  | \$84,229.00    | 36.04 %  | \$53,869.32 | TX DIR 1       | \$53,869.32    |
| 22                  | Granicus | Single Sign-On: Subscription Each Annual Subscription Granicus - GOVS-ONV-ASS-SUB  | \$11,000.00    | 58.14 %  | \$4,604.22  | TX DIR 1       | \$4,604.22     |
| 23                  | Granicus | Knowledge Base: Subscription Each Annual Subscription Granicus - GOVS-ONV-KNB-SUB  | \$22,000.00    | 58.14 %  | \$9,208.43  | TX DIR 1       | \$9,208.43     |
| 24                  | Granicus | Platform Enterprise: Subscription Each Annual Subscription Granicus - GOVS-ONV-ENT-SUB   | \$8,220.00     | 100.00 % | \$0.00      | TX DIR 1       | \$0.00         |
| 25                  | Granicus | Messaging: Subscription Each Annual Subscription Granicus - GOVS-ONV-AMS-SUB   | \$11,050.12    | 3.09 %   | \$11,050.12 | TX DIR 1       | \$11,050.12    |
| 26                  | Granicus | Enterprise Base Integration Setup and Configuration Each Granicus - GOVS-ONV-EBI-OTF   | \$12,000.00    | 40.24 %  | \$7,171.67  | TX DIR 2       | \$14,343.34    |
| SUGGESTED SUBTOTAL: |          |  |                |          |             |                | \$154,327.56   |
| TOTAL PRICE:        |          |  |                |          |             |                | \$321,063.37   |
| TOTAL QUOTE:        |          |  |                |          |             |                | \$321,063.37   |

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 24 months.

Please add the Contract # on the PO

Contract Number: TX DIR-CPO-5687

The Granicus Master Subscription Agreement can be found at <https://granicus.com/wp-content/uploads/application/pdf/Granicus-Master-Subscription-Agreement-GSA.pdf>

For govDelivery Customers Only:

Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

Option year pricing is provided with the assumption that your requirements are the same as the base year. If your usage increases Granicus reserves the right to renegotiate your contract based on usage.

Option year pricing does not imply usage can grow beyond your base level.

## Granicus Order Form for Corpus Christi, TX

### ORDER DETAILS

**Granicus Contact:** Caitlin Duff  
**Email:** caitlin.duff@granicus.com  
**Order #:** Q-429721  
**Prepared On:** 05 Jun 2025

### ORDER TERMS

**Currency:** USD

**Payment Terms:** All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 24 months.

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## PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

**NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.**

| One-Time Services  |                       |               |
|--|-----------------------|---------------|
| Solution   | Billing Frequency     | Quantity/Unit |
| Government Experience Engagement Cloud Enhanced - Set-up, Config, and Training | Milestones - 40/30/30 | 1 Each        |
| OneView Service Request Management Configuration and Training                  | Upon Delivery         | 1 Each        |
| OneView Single Sign-On Setup Fee   | Upon Delivery         | 1 Each        |
| OneView E&E Knowledge Base Configuration and Training                          | Upon Delivery         | 1 Each        |
| OneView E&E Messaging Configuration and Training                               | Upon Delivery         | 1 Each        |
| Enterprise Base Integration Setup and Configuration                            | Upon Delivery         | 2 Each        |

| New Subscriptions   |                           |                   |               |
|---|---------------------------|-------------------|---------------|
| Solution  | Period of Performance     | Billing Frequency | Quantity/Unit |
| Government Experience Engagement Cloud Enhanced (Up to 25000 Unique Contacts) | 01 Jul 2025 - 30 Jun 2027 | Annual            | 1 Each        |
| Service Request Management Module for Enterprise: Subscription                | 01 Jul 2025 - 30 Jun 2027 | Annual            | 1 Each        |
| Single Sign-On: Subscription  | 01 Jul 2025 - 30 Jun 2027 | Annual            | 1 Each        |
| Knowledge Base: Subscription  | 01 Jul 2025 - 30 Jun 2027 | Annual            | 1 Each        |
| Platform - Enterprise: Subscription   | 01 Jul 2025 - 30 Jun 2027 | Annual            | 1 Each        |
| Messaging: Subscription   | 01 Jul 2025 - 30 Jun 2027 | Annual            | 1 Each        |
| Enterprise Base Integration Setup and Configuration                           | 01 Jul 2025 - 30 Jun 2027 | Annual            | 2 Each        |
| Communications Cloud SMS Volume - 500000                                      | 01 Jul 2025 - 30 Jun 2027 | Annual            | 1 Each        |

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## PRODUCT DESCRIPTIONS

| Solution  | Description   |
|---|---|
| Government Experience Engagement Cloud Enhanced | <p>The annual subscription edition is an outcome-focused solution to reach constituents, leverage community feedback, or increase enrollment and adoption of programs. Solution includes:</p> <ul style="list-style-type: none"> <li>• Strategic Capabilities <ul style="list-style-type: none"> <li>◦ Designated Experience Partner</li> <li>◦ Extended LMS Training On-demand</li> <li>◦ Access to Services Catalog</li> <li>◦ Quarterly CX Program Brief to Review Insights &amp; Recommendations</li> <li>◦ Online Help Articles and Access to govCommunity</li> </ul> </li> <li>• Data Insights <ul style="list-style-type: none"> <li>◦ Community Satisfaction and Performance Monitoring</li> <li>◦ Government Effectiveness Score</li> <li>◦ Digital Experience Score</li> <li>◦ Quality of Life Surveys</li> <li>◦ In-citizen Reporting and Dashboards</li> </ul> </li> <li>• Connected Technology <ul style="list-style-type: none"> <li>◦ Unlimited Users</li> <li>◦ Outbound Communications <ul style="list-style-type: none"> <li>▪ Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with target audiences.</li> <li>▪ Marketing Automation includes audience segmentation, personalization, message testing, and mobile engagement. Dynamic segmentation around bulletins, engagement, and question (e.g. zip code)</li> <li>▪ Canned campaigns for re-engagement and new subscriber onboarding</li> <li>▪ Testing: Simple (A/B, 10/10/80)</li> </ul> </li> <li>◦ Email Communications API</li> <li>◦ Engagement and Sentiment Analysis (unlimited)</li> <li>◦ Embeddable Project Finder</li> </ul> </li> </ul> |

| Solution   | Description  |
|--|--|
|  | <ul style="list-style-type: none"> <li>○ Engagement Microsites and Hubs</li> <li>○ Engagement Contributions API</li> <li>○ Ongoing security updates</li> <li>○ Ongoing product updates and enhancements</li> <li>○ Product accessibility maintained perpetually</li> <li>○ 99.9% up-time guarantee</li> <li>○ Technical Support Reporting (quarterly)</li> <li>○ Live Escalation &amp; Care Process</li> <li>○ Support Coverage &amp; Response Time SLAs               <ul style="list-style-type: none"> <li>▪ Severity Level 1: System unavailable – 1 hour</li> <li>▪ Severity Level 2: Major system features unavailable, no user workaround – 2 hours</li> <li>▪ Severity Level 3: Major system features unavailable, user workaround available – 5 hours</li> <li>▪ Severity Level 4: Transactional issue, user workaround available</li> </ul> </li> </ul> <p>"Unique Contacts" are individual email addresses, phone numbers, or social media handles. Additional fees for exceeding contracted Unique Contact tier will automatically be applied in arrears and adjusted for go-forward use at subscription renewal. Overages above 1M unique contacts are billed in increments of 100,000 Unique Contacts.</p> |
| Government Experience<br>Engagement Cloud Enhanced<br>- Set-up, Config, and Training | <p>The Enhanced edition provides the foundation necessary to reach constituents, leverage community feedback, or increase enrollment and adoption of programs. This solution includes:</p> <ul style="list-style-type: none"> <li>• Access to an implementation consultant for up to 180 days</li> <li>• Stakeholder Kickoff and Platform Project Alignment</li> <li>• Program Management - Weekly / bi-weekly communication</li> <li>• Up to five (5) email message templates</li> <li>• Development/Implementation/component configuration, including:</li> <li>• Community satisfaction and performance monitoring</li> <li>• Community engagement and sentiment analysis</li> <li>• Email and SMS communications</li> <li>• API Documentation</li> <li>• Remote Training – Specific training agenda is flexible and includes up to 5 hours total delivered and up to 3-hour sessions across non-</li> </ul>  |



| Solution   | Description   |
|--|---|
|  | <p>consecutive sessions</p> <ul style="list-style-type: none"> <li>• Recommended schedule by platform module:</li> <li>• Customer satisfaction &amp; performance monitoring: Ninety (90) minutes total – Up to ten (10) people</li> <li>• Community engagement: Ninety (90) minutes total – Up to (10) people</li> <li>• Email and SMS communications: Two (2) hours total – Up to (10) people</li> </ul> <p><i>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use. Wireless phone numbers can take 4-26 weeks to procure due to carrier provisioning. Carriers may enforce blackout period(s) and can enforce restrictions at any time during which they will not accept new applications and can delay provisioning or halt sending. Failure of carrier response will not result in any adjustment and failure to comply with regulations may result in suspension of phone number.</i></p> |
| Service Request Management Module for Enterprise: Subscription | Ongoing subscription for Enterprise Service Request Management Module   |
| Single Sign-On: Subscription                                   | Single Sign-On: Subscription  |
| Knowledge Base: Subscription                                   | Ongoing subscription for Knowledge Base   |
| Platform - Enterprise: Subscription                            | OneView Essentials Level Subscription, includes base platform, Mobile, and Web Apps. Requires an additional module (Service Requests, Messaging, Knowledge Base, Waste Reminders) added.  |
| 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  |
| OneView Single Sign-On Setup Fee                               | OneView Single Sign-On Setup Fee  |

| Solution  | Description  |
|---|--|
| OneView E&E Knowledge Base Configuration and Training | OneView E&E Knowledge Base Configuration and Training  |
| Messaging: Subscription                               | Ongoing annual maintenance for Messaging   |
| OneView E&E Messaging Configuration and Training      | OneView E&E Messaging Configuration and Training   |
| Enterprise Base Integration Setup and Configuration   | <p>ARR: Ongoing subscription to create an additional integration into an out-of-the-box partner system.</p> <p>Services: this quote includes the implementation of 2 custom integrations (IBM Maximo for EAM, Infor for Code Enforcement Requests).</p> <p>7k ARR/per integration plus 10k/per integration services fees</p>   |
| Enterprise Base Integration Setup and Configuration   | <p>OTF: Ongoing subscription to create an additional integration into an out-of-the-box partner system.</p> <p>Services: this quote includes the implementation of 2 custom integrations (IBM Maximo for EAM, Infor for Code Enforcement Requests).</p> <p>7k ARR/per integration plus 10k/per integration services fees</p>   |
| Communications Cloud SMS Volume - 500000              | <p>Additional SMS/Text Messaging includes: Access to the selected volume of additional SMS/text messages per year from a unique standard toll-free number within the United States*Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices *International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.</p> |

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- Granicus Communications Suite Subscriber Information.**

- o Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
- o Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to

operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**

- Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

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

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

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of Granicus quote Q-429721 dated 05 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Corpus Christi, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms and Conditions are in accordance with the Granicus Texas Department of Information Resources agreement DIR-TSO-4288 and takes precedence over all other conflicting terms and conditions incorporated herein.
- Billing Frequency: Notes (Mileage: 40/30/10): An initial payment equal to 40% of the total; a payment equal to 30% of the total upon homepage design approval, and; a payment equal to 30% of the total upon go-live.
- The attached End User Licensing Agreement must be signed and returned with all necessary order documents.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**  
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

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

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

used during that period of performance or they will expire. If Client fails to use the credits within the period of performance due to factors outside of Granicus' control, Granicus will not be obligated to refund any credits and will be under no obligation to perform the Services.

# DRAFT



## End User License Agreement

This End User License Agreement ("**Agreement**") is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between Corpus Christi, TX ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

Whereas Client has entered into an agreement with a third party to purchase Granicus Products and Services ("**Reseller**"), by accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"**Granicus Products and Services**" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order.

"**Order**" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via Reseller.

"**Order Term**" means the term and duration of performance provided in each Order, for which Granicus has committed to provide, and Client has committed to pay for via Reseller, Granicus Products and Services.

- 2. Use of Granicus Products and Services and Proprietary Rights**

**2.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client, via a Reseller, as subscriptions during an Order Term specified in each Order.

**2.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order.

**2.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.

**2.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

**2.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in

support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

- 2.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

- 2.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

**2.2.5. Granicus Subscriber Information for Communications Cloud Suite only**

- 2.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

- 2.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that Client hereby grants to Granicus a perpetual, non-cancelable, worldwide non-exclusive license to utilize any data on an anonymous or aggregated basis only, that arises from use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

**2.2.5.3. Data Obtained through the Granicus Advanced Network**

- 2.2.5.3.1.** 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.

- 2.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. 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 Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

**2.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

**2.3. Restrictions.** Client shall not:

- 2.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- 2.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
- 2.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 2.3.4.** Client must not use the Services as a door or signpost to another server.
- 2.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order placed hereunder;
- 2.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 2.3.7.** Use the Granicus Products and Services for any unlawful purposes;
- 2.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. law or regulation;
- 2.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 2.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

**2.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

**2.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

**3. Representations, Warranties and Disclaimers**

- 3.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 3.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 3.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTIONS 3.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER



ORAL AND WRITTEN, 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 GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

#### 4. Confidential Information

**4.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (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 to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to 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 obligation of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to 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.

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.

**4.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

**4.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client. Client is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

**4.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Client understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

## **5. Term and Termination**

**5.1. Agreement Term.** The Agreement Term shall begin on the Effective Date of the Agreement and continue for twelve (12) months. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current annual term, the Granicus Products and Services will automatically renew at the end of each annual term for one (1) year.

**5.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders shall immediately terminate as of the Agreement termination date.

**5.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. The Party may also terminate this Agreement upon notice if the other Party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors, or acts in fraud, in bad faith, or in violation of law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

**5.4. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## **6. Limitation of Liability**

**6.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

**6.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR

ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

## 7. General

- 7.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 7.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 7.3. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 7.4. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent may be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's assets by means of merger, stock purchase, asset purchase, or otherwise. An assignment or attempted assignment in violation of this Agreement shall be null and void.
- 7.5. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall 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.
- 7.6. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the state in which the Client is located, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of the state in which the Client is located.
- 7.7. Entire Agreement.** This Agreement, together with all Orders referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) 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.

**7.8. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

**7.9. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

**Granicus****By:**

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(Authorized Signature)

**Name:**

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(Print or Type Name of Signatory)

**Title:**

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**Date:**

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(Execution Date)

**Corpus Christi, TX****By:**

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(Authorized Signature)

**Name:**

---

(Print or Type Name of Signatory)

**Title:**

---

**Date:**

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(Execution Date)

# DRAFT