GRANICUS

Invoice

Date	4/1/2019	Invoice #	109725
Terms	Net 30	Due Date	5/1/2019
		P.O. Number	

Granicus
Dept CH – Box 19634
Palatine, IL 60055 - 9634

Please remit via ACH to:
Routing #: 022000020 Acct #: 269099115

Bill To	Sold To
City Clerk's Office Ocala, FL 110 SE Watula Avenue Ocala FL 34480 United States	City Clerk's Office Ocala, FL 110 SE Watula Avenue Ocala FL 34480 United States

Description	Term Start Date	Term End Date	Amount
IQM2 - Civic Streaming	4/1/2019	3/31/2020	7,935.12
IQM2 - Transcription Services	4/1/2019	3/31/2020	59,513.40

No increase this year.

001-012-212-512-51-34010
4/1/19 – 9/30/19 6months @33,724.26

001-155-00000
10/1/19 – 3/31/20 6 months @ 33,724.26

RECEIVED
2019 MAR -4 A 9:51
CITY OF OCALA, FLORIDA
CITY CLERK

For any questions about your invoice, please contact us at AR@granicus.com or 1-800-314-0147

Thank you for your business

Total	$ 67,448.52 USD
Amount Due	$ 67,448.52 USD
Total	$67,448.52

Ocala, FL

Legislative Management

April 1, 2019

Products and Services

Annual Subscriptions			
Product Code	Product Name	Qty	Total Price
	Legislative Management – Civic Streaming	1	$7,935.12
	Legislative Management – Transcription Services	1	$59,513.40

Grand Total: $67,448.52

Granicus Legislative Management Order Detail

General Information	
Customer Contact	Ocala, FL
Customer Address	110 SE Watula Avenue Ocala FL 34480 United States
Payment Terms	
Currency	USD

The Grand Total amount listed on the previous page will be invoiced on the following date: 04/01/2019. Payment terms are Net 30. The terms of the service are from 04/01/19 – 03/31/19.

Terms and Conditions

1. IMPORTANT NOTICE TO USER: Granicus, LLC ("Granicus") owns all intellectual property in the software products listed in the Products and Services section (collectively "Software" or "Subscription Services") of the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this "Agreement") will be effective as of the date of last signature of the Order Form (Effective Date) and will be governed by the laws in force in the State of Minnesota.

2. Software License. The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by Granicus as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses. Except as expressly set forth herein, Granicus disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

3. Continued Services

3.1 *Hosting*. Granicus agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. Granicus will perform nightly backups of your hosted data to an alternate physical location.

3.2 *Ownership of Data*. All hosted data belongs to the Customer. Within thirty (30) calendar days following termination of this Agreement, Granicus will provide a complete copy of Customer's data without additional charges through a downloadable backup or DVD.

4. Payment Terms & Fees

4.1 *Subscription Term and Termination.* The initial Subscription Term of this Agreement begins on the Effective Date and will continue for the period listed in the initial Order Form. At the end of the initial Subscription Term, Customer's subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. To stop the auto-renewal listed in the foregoing sentence, Customer must submit written notice to Granicus at AR@Granicus.com not less than ninety (90) calendar days prior to the end of the then-current Term. The annual fees will increase by 7% on the anniversary date of each annual term of this Agreement.

4.2 *Payment Terms*. Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will occur on the anniversary date of initial term. Payment Terms are **NET 30** Days from the invoice date.

4.3 In exchange for its use of the Subscribed Services, Customer will pay to Granicus the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Granicus has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Granicus is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Granicus is solely responsible for taxes assessable against it based on its income, property and employees.

4.4 *On-Site Support and Expenses.* Should on-site support requiring travel by Granicus staff be requested by Customer, Granicus will provide on-site assistance at Granicus's then-current time-and-materials rates. In addition to these charges, Customer will compensate Granicus for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue and will be billed at cost and invoiced separately.

4.5 *Hardware*. Granicus does not warrant any hardware. Should Granicus furnish encoder hardware as part of the Civic Streaming video streaming service, hardware warranty is through manufacturer repair or replacement only. Any hardware issues requiring new equipment not covered by the warranty will be billed to the client at cost. Any upgrades, additional encoders, etc. will be billed to client. Any hardware furnished to client as part of Granicus's services is to be returned to Granicus upon termination of associated services.

5. Limitation of Liability. Granicus will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will Granicus's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Granicus by Customer during the six (6) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Granicus or its agents have been advised of the possibility of such damages.

6. Alternate Terms Disclaimed. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

This Order Form is entered into between Customer and Granicus. Customer accepts and agrees to adhere to the Terms and Conditions with this Order Form, will be referenced as the "Agreement." This Agreement between Customer and Granicus, which Customer hereby acknowledges and accepts, constitutes the entire agreement between Granicus and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

Other Terms			
Special Terms	IQM2 Sale to Granicus, LLC		
Accounts Payable Contact Information (*Required*)			
First Name		Last Name	
Title			
Phone Number			
Email Address:			
Billing Address			
Delivery Address			
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .		
Special Invoicing Need			
Signature Section (*Required*)			
Vendor	Granicus, LLC	Customer	Ocala, FL
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory	Vice President of Legal	Title of Authorized Signatory	
Name (Print) of Authorized Signatory	Dawn Kubat	Name (Print) of Authorized Signatory	
Additional Signatures Section (*Optional*)			
Customer	Ocala, FL	Customer	Ocala, FL
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference (*Optional*)			
If Customer requires PO number on invoices, it **must** be provided to the right and Customer **must** provide Granicus copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.		PO# *(If required)*:	

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Granicus, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
408 St Peter Street, Suite 600

6 City, state, and ZIP code
St. Paul, MN 55102

Requester's name and address (optional)
Remit payment to:
Dept CH - Box 19634
Palatine, IL 60055

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
4	1	–	1	9	4	1	0	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/12/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

GRANICUS

www.granicus.com

October 15, 2018

Dear Valued Customer:

As you have recently been informed, on March 13, 2018 Granicus, the leading provider of cloud-based government transparency, legislative management, and digital marketing solutions for government agencies across North America and the United Kingdom, completed the acquisition of the assets of IQM2 a subsidiary of Accela, Inc. the industry leader in designing and delivering productivity and engagement software to government agencies.

We are committed to provide all of our customers with best-in-class service, and we want to ensure that you have all of the information that you need to help you through this transition. Therefore, please update your records to reflect the payment information below.

Payments via check can be directed to:	**Payments via ACH can be directed to:**
Granicus **Dept CH – BOX 19634** **Palatine, IL 60055-9634**	**Routing #: 122240861** **Account #: 269099115**

If you have any questions regarding payments or billing, please contact the Granicus team at AR@granicus.com or 1-720-240-3586 Ext. 1496 for assistance.

Finally, please send us your provincial/federal tax exemption certificate to AR@granicus.com.

We welcome you to the Granicus family! Please do not hesitate to contact your account manager if you have any questions or concerns.

Sincerely,

Eric Gibson
CFO, Granicus

WASHINGTON D.C.
1152 15th Street NW, Suite 800
Washington, DC 20005
202.407.7500

DENVER
707 17th Street, Suite 4000
Denver, CO 80202
720.240.9586

SAINT PAUL
408 St. Peter St, Suite 600
Saint Paul, MN 55102
651.726.7309

U.K.
The Beehive, City Place,
Gatwick, RH6 0PA
0800.032.5769