



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

Assumption  
Prepared for  
**Columbia, MO**

### **First Amendment to the Granicus Service Agreement between Granicus, LLC and the City of Columbia, Missouri**

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

WHEREAS, the Client and Granicus Inc. entered into an Agreement effective 06/04/2015 (the "Agreement"); an

WHEREAS, in October 2016, GovDelivery Inc. and Granicus Inc. were acquired and merged; and

WHEREAS, the operating entity moving forward for Granicus Inc. is Granicus LLC; and

WHEREAS, Granicus LLC desires to accept and assume all of Granicus Inc.'s rights, duties, benefits, and obligations under this agreement; and

WHEREAS, the Client desires to consent to such assumption; and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-145054, which is attached as Exhibit A and incorporated herein by reference;

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

1. Granicus accepts and assumes all rights, duties, benefits, and obligations of the Agreement, including all existing and future obligations to perform under the Agreement.
2. All references to Granicus Inc., under the Agreement, shall hereinafter be referred to as Granicus LLC.
3. The Client hereby consents to the foregoing assumption.
4. Compensation shall be amended to include the fees detailed in Exhibit A. Solutions in Exhibit A are not subject to any Trial Period or related terms and conditions. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
5. Except as amended by this Assumption, all other terms and conditions of the Agreement shall remain in full force and effect.
6. In the event of any inconsistency between the provisions of this Assumption and the documents comprising the Agreement, the provisions of this Assumption shall prevail.

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

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

**City of Columbia, Missouri**

**Granicus**

Signature:

Signature:

Name:

Name: Jessica Yang

Title:

Title: Sr Manager, Renewals

Date:

Date: 10.6.2021


ATTEST:

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Sheela Amin, City Clerk

APPROVED AS TO FORM:

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Nancy Thompson, City Counselor/rw 



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**THIS IS NOT AN INVOICE**

Exhibit A  
Prepared for  
**Columbia, MO**

## Exhibit A

### ORDER DETAILS

**Prepared By:** Collyn O'Brien  
**Phone:**  
**Email:** collyn.obrien@granicus.com  
**Order #:** Q-145054  
**Prepared On:** 07/28/2021  
**Expires On:** 08/20/2021

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Billing Term End Date:** 09/30/2021  
**Period of Performance:** The Agreement will begin on date of signature and will continue through the end of the then current billing term.

## PRICING SUMMARY

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

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Bang the Table - Standard Onboarding	Up Front	1 Each	\$6,900.00
<b>SUBTOTAL:</b>			<b>\$6,900.00</b>

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Bang the Table - EngagementHQ License + EngagementIQ Support	Annual	1 Each	\$17,499.96
<b>SUBTOTAL:</b>			<b>\$17,499.96</b>

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

## PRODUCT DESCRIPTIONS

Solution	Description
EngagementHQ License	<ul style="list-style-type: none"> <li>• Unlimited project capacity</li> <li>• Branded homepage and choice of layouts, custom domain name, SSL</li> <li>• Access to all Information Sharing Tools, Feedback Tools, Participant Relationship Management, Analytics (including sentiment analysis), Comment Tagging, Summary and Detailed Reports</li> <li>• 4 site administrator and 10 project administrator accounts</li> </ul>
Standard Onboarding	<ul style="list-style-type: none"> <li>• 30 minute kickoff meeting</li> <li>• 2 x 90-minute online sessions</li> <li>• 60-minute training and quality-assurance review before launch</li> <li>• Add-ons: Custom Brand Integration</li> </ul>
EngagementIQ Support	<ul style="list-style-type: none"> <li>• Up to 20 hours of Advice from a dedicated Practice Lead</li> <li>• Annual Site Review and benchmarking report</li> <li>• Up to 2 x 60 min refresher training</li> <li>• Priority SLA's for Chat (5 mins), Email (1 hr) + 24/7 Moderation</li> </ul>