



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

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Columbus, OH

## Procurement Vehicle: Ohio Master Cloud Service Agreement In Support of: Columbus, OH

### ORDER DETAILS

**Prepared By:** Kendall Nill  
**Phone:** (202) 963-4279 | ext 7401  
**Email:** kendall.nill@granicus.com  
**Order #:** Q-186183  
**Prepared On:** 05/03/2022  
**Expires On:** 08/01/2022

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Subscription**  
**End Date:** 08/01/2022  
**Period of Performance:** 08/02/2022 - 08/01/2023

**The subscription includes the following domain(s) and subdomain(s):**  
<https://www.columbus.gov/>

## PRICING SUMMARY

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

| Renewing Subscription Fees                            |                   |               |                    |
|---|-------------------|---------------|--------------------|
| Solution  | Billing Frequency | Quantity/Unit | Annual Fee         |
| Communications Cloud                                  | Annual            | 1 Each        | \$91,892.27        |
| SMS<br><i>(Up to 400,000 additional SMS per year)</i> | Annual            | 1 Each        | \$0.00             |
| <b>SUBTOTAL:</b>                                      |                   |               | <b>\$91,892.27</b> |

## PRODUCT DESCRIPTIONS

| Solution             | Description   |
|----------------------|---|
| Communications Cloud | <p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:</p> <ul style="list-style-type: none"> <li>• Unlimited email sends with industry-leading delivery and management of all bounces</li> <li>• Support to upload and migrate existing email lists</li> <li>• Access to participate in the GovDelivery Network</li> <li>• Ability to send mass notifications to multiple devices</li> <li>• 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support</li> <li>• Text-to-subscribe functionality</li> <li>• Up to 2 Web-hosted training sessions annually</li> <li>• Up to 50 administrators</li> <li>• Up to 1 GovDelivery account(s)</li> <li>• Access to a complete archive of all data created by the client for 18 months (rolling)</li> <li>• Up to 3 hours of message template and integration development</li> <li>• Up to 100 subscription topics</li> <li>• Up to 100,000 SMS/text messages per year from a shared short code within the United States*</li> </ul> <p>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</p> |
| SMS                  | <p>Additional SMS/Text Messaging includes:</p> <ul style="list-style-type: none"> <li>• Access to the selected volume of additional SMS/text messages per year from a unique standard toll-free number within the United States*</li> <li>• Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices</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.</i></p>  |

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - 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.
  - 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

- Terms and Conditions are in accordance with the Ohio Master Cloud Services Agreement 0031. The Ohio Master Cloud Services Agreement 0031 takes precedence over all other conflicting Terms and Conditions incorporated herein.
- 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 Columbus, OH to provide applicable exemption certificate(s).
- 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.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

## BILLING INFORMATION

|                         |  |  |   |
|-------------------------|--|--|---|
| <b>Billing Contact:</b> |  | <b>Purchase Order Required?</b>            | [ <input type="checkbox"/> ] - No<br>[ <input type="checkbox"/> ] - Yes |
| <b>Billing Address:</b> |  | <b>PO Number:</b><br><i>If PO required</i> |   |
| <b>Billing Email:</b>   |  | <b>Billing Phone:</b>                      |   |

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-186183 dated 05/03/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

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

### Ohio Master Cloud Service Agreement

|                   |  |
|-------------------|--|
| <b>Signature:</b> |  |
| <b>Name:</b>      |  |
| <b>Title:</b>     |  |
| <b>Date:</b>      |  |