

**THIRD AMENDMENT TO THE GRANICUS SERVICES AGREEMENT BETWEEN
GRANICUS, INC. AND THE CITY OF CROSSVILLE, TN**

This Third Amendment to the Granicus, Inc. Service Agreement is effective as of the date of execution, and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as “Granicus”), and the City of Crossville, TN (hereinafter referred to as “Client”), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated December 20, 2011 (the “Agreement”); and

WHEREAS, the Client amended the Agreement to add Citizen Participation Suite according to the First Amendment dated December 4, 2013; and

WHEREAS, Client now wishes to discontinue services for Citizen Participation Suite effective October 16, 2018.

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

1. Compensation shall be reduced \$6,000.00 per year and Client’s Granicus solution shall now exclude Citizen Participation Suite. Client will be invoiced \$500.00 for this item for a prorated period from September 16, 2018 through October 16, 2018.
2. Except as amended by this Third Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF CROSSVILLE, TN

GRANICUS, INC.

By:_____

(Authorized Signature)

By:_____

(Authorized Signature)

Name:_____

(Printed Name)

Name:_____

(Printed Name)

Title:_____

Title:_____

Date:_____

(Execution Date)

Date:_____

(Execution Date)