

**FIRST AMENDMENT TO THE GRANICUS SERVICES AGREEMENT BETWEEN
GRANICUS, INC. AND THE CITY OF CROSSVILLE, TENNESSEE**

This First Amendment to the Granicus, Inc. Services Agreement dated December 20, 2011 (hereinafter referred to as "Agreement") is made 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, in addition to Client's existing solution, Client wishes to add Citizen Participation Suite as detailed in the proposal dated November 19, 2013, 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. Clients who enter into an agreement with Granicus, with a minimum two (2) year term, to purchase a Suite prior to December 31, 2013 are eligible for a one-time promotion. As part of this promotion, Client will receive Monthly Managed Service Fees ("MMS") on the new Suite at a fifty percent (50%) discount during the initial six (6) months of billing. Discounted billing for Monthly Managed Services will start after deployment has been completed. The MMS pricing will revert to one hundred percent (100%) of the regular price (two times the promotion price) at the beginning of the seventh month of billing. Up-front costs are not affected by this promotion. Monthly Managed service fees on Client's current services are not affected by this promotion. This promotion cannot be used in conjunction with any other discount or promotion. Client's fees shall be amended to include additional costs of two hundred fifty dollars (\$250.00) per month for the initial six months of billing and five hundred dollars (\$500.00) per month beginning in the seventh month of billing. As amended, Client's Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
2. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the Agreement, the inconsistency shall be resolved by giving precedence to the documents in the following order:

- A. Paragraphs set forth in the body of the First Amendment
- B. Paragraphs set forth in the body of the Services Agreement

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

CITY OF CROSSVILLE, TN

By: *Daniel A. Bethel*

Date: 12-4-13

GRANICUS, INC.

By: _____
Tom Spengler
Chief Executive Officer

Date: _____