

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

This Second Amendment to the Granicus Services Agreement dated December 20, 2011 (hereinafter referred to as "Agreement") [as amended by that certain First Amendment dated December 4, 2013] 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, Granicus provides a full-service solution that includes hardware, software, automated indexing capabilities, voting systems, website page design and integration with Council Agendas, a meeting minutes module, on-site user training and 24/7 technical support which meet Client needs as well as the integration services that are required for timely implementation; and

WHEREAS, Granicus represents that it has the qualities, expertise, skills, and abilities to perform such work; and

WHEREAS, the Client wishes to extend the term of the Agreement between the two parties;

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

1. The term of the Agreement shall continue in full force and effect until September 15, 2017. The Agreement shall automatically renew in perpetuity for terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

2. Except as amended by this Second 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 Second Amendment and the attachments hereto, the inconsistency shall be resolved by giving precedence to the documents in the following order:
 - A. Paragraphs set forth in the body of this Second Amendment
 - B. Paragraphs set forth in the body of Agreement

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

CROSSVILLE, TN

GRANICUS, INC.

By: _____

By: _____

Jason Fletcher
Chief Executive Officer

Date: _____

Date: _____