

**Master Cloud Service Agreement (MCSA0031)
Amendment Two to Service Attachment 2**

Amendment Two (the "Amendment"), is between Granicus, LLC, ("Service Provider") having an office at 408 St. Peter Street, Suite 600, Saint Paul, MN 55102, and the State of Ohio, through the Department of Administrative Services, Office of Information Technology ("the State"), having its principal place of business at 30 E. Broad Street, Floor 39, Columbus, OH 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the state. It amends the Service Attachment #2 of the Master Cloud Services Agreement ("MCSA0031") between the Parties dated November 25, 2014.

Except as amended by this Amendment, all other terms and conditions of the MCSA0031 shall remain in full force and effect. In the event of any inconsistency between the provisions of this Amendment and the documents comprising the MCSA0031, the provisions of this Amendment shall prevail.

NOW, THEREFORE, in consideration of the premises, the Parties intend that the Service Attachment #2 will be amended as follows:

1. Amend **Section 2. Services** by removing the **Standard Inclusions** paragraph listed below:

Standard Inclusions

- Unlimited email sends, subscribers, and support to upload and migrate existing email lists
- Full customization of signup and email templates
- Access to an active partnership with the GovDelivery Network
- Access to standard capabilities in Messaging, Automation, Network, Social, Mobile, Segmentation, and Insight Modules. 24-hour emergency support in addition to training and Client Success Consultant support
- Access to 500,000 text messages (Direct SMS) per year

2. Amend **Section 2. Services** by removing the **Optional Service Features** for **Targeted Messaging** paragraph.

3. Amend **Section 2. Services** by adding the following sentence to the **Provision of Services**:

Existing Subscribing Entities that signed up prior to the execution of this amendment shall maintain their existing pricing with renewal increases as detailed in section 6. These same existing Subscribing Entities shall maintain access to 500,000 text messages (Direct SMS) per year within Communications Cloud as well as unlimited subscribers.

4. Replace **Section 3. Fees and Payment** in its entirety with the following:

3. Fees and Payment

Granicus Pricing for Ohio cities, counties and agencies that sign up in 2018 and after

Communications Cloud				
Tier Level	Subscriber Base	Annual Subscription Fee	Setup and Configuration	Online Training
1	0 – 5,000	\$6,000.00	\$2,400.00	\$500.00
2	5,001 – 10,000	\$10,000.00	\$4,000.00	\$500.00
3	10,001 – 25,000	\$12,000.00	\$4,800.00	\$500.00
4	25,001 – 50,000	\$15,000.00	\$6,000.00	\$500.00
5	50,001 – 100,000	\$25,000.00	\$10,000.00	\$500.00
6	100,001 – 250,000	\$35,000.00	\$14,000.00	\$500.00
7	250,001 – 350,000	\$45,000.00	\$18,000.00	\$500.00
8	350,001 – 500,000	\$55,000.00	\$22,000.00	\$500.00

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9	Above 500,000	Tier 8 + \$250.00 per 10,000 additional subscribers	Tier 8 + \$100.00 per 10,000 additional subscribers	\$500.00
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Advanced Communications Cloud				
Tier Level	Subscriber Base	Annual Subscription Fee	Setup and Configuration	Online Training
1	0 – 5,000	\$1,500.00	\$600.00	\$500.00
2	5,001 – 10,000	\$2,500.00	\$1,000.00	\$500.00
3	10,001 – 25,000	\$3,000.00	\$1,200.00	\$500.00
4	25,001 – 50,000	\$3,750.00	\$1,500.00	\$500.00
5	50,001 – 100,000	\$6,250.00	\$2,500.00	\$500.00
6	100,001 – 250,000	\$8,750.00	\$3,500.00	\$500.00
7	250,001 – 350,000	\$11,250.00	\$4,500.00	\$500.00
8	350,001 – 500,000	\$13,750.00	\$5,500.00	\$500.00
9	Above 500,000	Tier 8 + \$62.50 per 10,000 additional subscribers	Tier 8 + \$25.00 per 10,000 additional subscribers	\$500.00

Interactive Text Messaging

New Interactive Text Messaging clients will pay a One-time setup fee which is **40%** of the Annual Interactive Text Messaging Agency Fee.

The following State Agency, Board, Commission, Cities and Counties tiered pricing is based on the number of Visits for the Subscribing Entity and is measured prior to implementation. Visits are defined by the number of visits to the website on a quarterly basis. The number of visits is reported by a commercially validated tool.

Pricing: State Agency, Board or Commission, Cities and Counties and pricing for additional Entities to sign up for GovDelivery Interactive Text Messaging

Users		Annual Agency Fee
From	To	
2,000,000	2,999,999	\$41,605
1,000,000	1,999,999	\$31,580
500,000	999,999	\$21,554
250,000	499,999	\$14,657
100,000	249,999	\$9,967
50,000	99,999	\$7,650
25,000	49,999	\$5,904
<	24,999	\$4,123

Additional Products			
Add On Products	Annual Subscription Fee	Setup and Configuration	Online Training
FedRAMP Security	20% Uplift on Cloud	40% of FedRAMP Security	\$500.00

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Enhancement	Subscription	Enhancement Subscription	
Connect (Salesforce/MS Dynamics Integration)	10% Uplift on Cloud Subscription	40% of Connect Subscription	\$250.00

Targeted Messaging			
Tier	Annual Transactions	Set Up Fee	Annual Fee
1	100,000	\$7,279.72	\$8,772.00
2	250,000	\$15,725.00	\$18,900.00
3	500,000	\$20,725.00	\$24,900.00
4	1,000,000	\$30,725.00	\$36,900.00
5	2,000,000	\$41,582.95	\$64,220.00
6	4,000,000	\$106,750.34	\$123,313.99
7	8,000,000	\$211,018.17	\$239,026.77

If the number of targeted transactions exceeds the amount noted in the Subscribing Entity's Order Form by 25%, then pricing will reflect the next higher tier. Granicus will notify the client of such a change.

SMS/Text Messaging		
Tier	Additional Annual Transactions	Annual Fee
1	50,000	\$2,600.00
2	100,000	\$5,160.00
3	250,000	\$10,350.00
4	500,000	\$18,530.00
5	1,000,000	\$29,475.00
6	2,500,000	\$56,850.00
7	5,000,000	\$103,175.00

- Additional Pricing Tiers for SMS Capacity
- The above tiered pricing applies for both direct SMS/text and SMS/text being used for Targeted Messaging.
- SMS/text are based on annual usage and cannot be carried over to the next year.

Digital Engagement Services

Digital Engagement Services	Annual Fee
Audience Acceleration: 5,000 - 10,000 new subscribers. Minimum of 5,000 new subscribers delivered to account through promotion and optimization within the GovDelivery Network and GovDelivery client base.	\$23,685
Audience Acceleration: 15,000 - 25,000 new subscribers. Minimum of 15,000 new subscribers delivered to account through promotion and optimization within the GovDelivery Network and GovDelivery client base.	\$51,320

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Audience Acceleration: 35,000 - 50,000 new subscribers. Minimum of 35,000 new subscribers delivered to account through promotion and optimization within the GovDelivery Network and GovDelivery client base.	\$99,495
Audience Acceleration: 80,000 - 100,000 new subscribers. Minimum of 80,000 new subscribers delivered to account through promotion and optimization within the GovDelivery Network and GovDelivery client base.	\$193,700
Audience Acceleration: 400,000 - 500,000 new subscribers. Minimum of 400,000 new subscribers delivered to account through promotion and optimization within the GovDelivery Network and GovDelivery client base.	\$605,285
Digital KickStart for Organization Communications or Launch of an Online Community. 1.5 hour facilitated workshop where business goals, communications priorities, and metrics are defined; Includes discovery report and written digital communications best practices.	
	\$7,265
Enterprise Discovery and Strategy for Organization Website or Online Community. Half day workshop with complete digital communication and web metrics deep dive; Includes follow-up report and development/presentation of custom digital engagement roadmap.	\$29,840
Community Management. Community facilitation including new member welcoming weekly newsletters discussion creation and management and member content and moderation; Includes average of 10 hours and up to 15 hours of support per week.	\$122,115
60-hour Multi-Disciplinary Engagement Support Package. Includes support for digital engagement based on multi-disciplinary team approach. Must be used within 1 year.	
	\$14,105
500-hour Multi-Disciplinary Engagement Support Package. Includes support for digital engagement based on multi-disciplinary team approach. Must be used within 1 year.	\$104,745

Fees. The Subscribing Entities will pay all fees specified in a contract or purchase order that is processed through the State's Ordering System and will be subject to the terms of the Agreement. Except as otherwise specified herein or in an Order Form, fees are based on Services purchased and not actual usage. For avoidance of doubt, unless specified elsewhere in an Order Form, the fees are fixed for the awarded term of the specific Order Form or purchase order.

Any terms and conditions that are within an Order Form that conflicts with the Master Cloud Service Agreement (MCSA) or the Service Attachment (SA), the MCSA and SA will prevail.

There will be no setup fee for those Subscribing Entities transitioning to this Service Attachment.

Digital Engagement Services fees and services may be customized to the individual agency's needs.

All other Terms and Conditions will remain the same as in the agreed upon Service Attachment. See Section 6 regarding renewal fee increases.

Communications Cloud includes the following services:

Communications Cloud System Setup Services

- Setup of up to 50 active administrators
- Site analysis and recommendations of where to add GovDelivery functionality
- Subscription functionality based on web publishing process
- Technical assistance with placement of HTML links to subscription functionality
- Unlimited online administration tools and training for staff
- Setup coordination from client services

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Communications Cloud Standard Inclusions

- Unlimited subscription topics available for subscribers
- Support to upload and migrate existing email lists
- Unlimited email sends with industry-leading delivery to the inbox and management of all bounces
- Subscriber topics: up to 100 topics for all accounts
- Social media integration
- Full customization of signup and email templates
- Access to and active partner in the GovDelivery Network
- Access to standard capabilities in Messaging, Automation, Network, Social, Mobile, Segmentation, and Insight Modules.
- 24 hour emergency support
- Training and Client Success Consultant support
- Access to 100,000 text messages (Direct SMS) per agency per year
- Secure and reliable application hosting

Advanced Cloud Module includes the following services:

Advanced Cloud System Setup Services

The Advanced Cloud Module gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Advanced Cloud Module adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalization, message testing, and mobile engagement.

- Access to an Implementation Consultant for up to 90 days
- Unlimited online administration tools and training for staff
- Setup coordination from client services

Advanced Cloud Standard Inclusions

- Dynamic segmentation for bulletins, engagement and questions (ie. zip code)
- Canned campaigns for re-engagement and new subscriber onboarding
- Testing: Simple (A/B, 10/10/80)

Interactive Text Messaging includes the following services:

Interactive Text Messaging Setup Services

GovDelivery provides an enhanced direct communications channel for priority alerts and reminders via two-way, Interactive Text Messaging. Interactive Text Messaging will enable Subscribing Entities to deliver bite-sized information directly to the public, recruit and enroll stakeholders in programs, and receive actionable feedback.

- Access to an Implementation Consultant for up to 90 days
- Access to existing Web-based documentation around standard functions and capabilities
- Setup coordination from client services

Interactive Text Messaging Standard Inclusions

- Up to one (1) Interactive Text Messaging account
- Two-way Interactive Text Message management and delivery
- Up to 500,000 SMS messages per year from a shared short code within the U.S. (international numbers not supported)

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- Dashboard with automated, real-time reporting, and webhook access
- Unlimited campaigns
- Advanced skip logic, photo messaging, and voicemail
- Photo message capture is available and counts as two (2) messages per submitted photo. Messages not used in the Period of Performance will not carry over to the following year. Custom shortcodes, webhook configuration, and full read and write API access is available for an additional fee.

GovDelivery Connect includes the following services:

Connect Setup Services

GovDelivery Connect allows the customer to send subscriber data between their Microsoft Dynamics or Salesforce and the Cloud. As an extension of Communications Cloud, Connect provides engagement data back to Microsoft Dynamics or Salesforce while maintaining Microsoft Dynamics or Salesforce as the source of truth for contacts.

Implementation includes:

Implementation, training, and ongoing customer support services are included with the GovDelivery subscription.

Implementation includes:

- Access to an implementation consultant for up to 90 days
- Access to existing Web-based documentation around standard functions and capabilities

Connect Standard Inclusions

- Access to up to 5,000 API calls per day
- Share email addresses from their CRM (Microsoft Dynamics or Salesforce) to Communications Cloud
- Include relevant topics associated with the contacts
- Receive GovDelivery subscriber engagement data to Microsoft Dynamics or Salesforce (i.e., opens, clicks, bounces, unsubscribes)

FedRAMP

GovDelivery provides a Federal Risk and Authorization Management Program (FedRAMP) compliant digital communications platform, with Provisional-Authority-To-Operate (P-ATO) granted by the Joint Authorization Board (JAB). FedRAMP is the first government-wide security authorization program, mandatory for all agencies and all cloud services.

The FedRAMP Enhancement provides a standardized approach to security assessment, authorization, and continuous monitoring, as well as a framework that saves time and staff required to conduct redundant agency security assessments. Receive hands-on guidance, online on-demand training, and recommendations for integrating security requirements into existing business processes with the FedRAMP Enhancement.

Targeted Messaging includes the following services:

Targeted Messaging Setup Services

Implementation, training, and ongoing customer support services are included with the GovDelivery subscription. Subscriber Entity required to provide a project manager or lead developer as the point-of-contact for GovDelivery. GovDelivery recommends the Subscriber Entity's developer team plan for a minimum of 50-70 developer hours and more for complex workflows.

Implementation includes:

- Access to an implementation consultant for up to 90 days to provide assistance, guidance, sample code, and best practices for Subscriber Entity's development resources
- Access to a stage environment for testing integration
- Access to an online tutorial and reference documentation

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minutes. Total scheduled downtime for the year will not typically exceed 20 hours.

6. Replace **Section 6. Terms and Termination** in its entirety with the following:

6. Terms and Termination

Term of Subscriptions. Subscriptions commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein, subject to relevant provisions in the MCSA, such as termination and the non-appropriation provisions. Should a Subscribing Entity elect to renew a subscription, provided this Agreement remains in effect or is renewed, the renewal will be at the Subscribing Entity's option. Annual increases to a Subscribing Entity's pricing of the Services will be limited to 5% over the previous subscription term under the same terms and conditions, unless a change in governmental law, rules, or regulations requires a modification, in which case the Parties will in good faith negotiate the modifications necessitated by such a change in governmental law, rules, or regulations. Annual Subscription pricing may also be adjusted upon renewal if the city, county or agency enters the next Subscriber Tier for any agency that signs after the execution of this amendment.

In Witness Whereof, the Parties have executed this Amendment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

TO SHOW THEIR AGREEMENT, the parties have executed this Contract as of the dates appearing below.

FOR THE CONTRACTOR:
Granicus, LLC

By: 

Name: Dawn Kubat

Title: Vice President of Legal

Date: 5.11.2018

FOR STATE OF OHIO:
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: 

Name: Robert Blair

Title: Director

Date: 5.22.18

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Targeted Messaging Standard Inclusions

Targeted Messaging is a unique, automated solution that makes critical, large-scale email and SMS/text message communication between government organizations and the public more personal, effective, and reliable. Targeted Messaging System (TMS) helps deliver and track emails and SMS messages for web applications via secure APIs. This allows an agency's web application to focus on core business logic and operational needs, such as enrollment, licensing, or renewals.

- Text or HTML formatting capabilities
- Robust, secure, and scalable infrastructure
- Certified delivery of email and SMS/text message confirmations and reminders
- Real-time resolution services (blocked emails)
- Targeted Messages not used in the Period of Performance will not carry over to the following year

Invoicing and Payment - One-time setup fees and the annual subscription fee are invoiced upfront or will be invoiced in accordance with the Order Form and the Agreement. The Subscribing Entity is responsible for providing complete and accurate billing and contact information to the Service Provider and notifying the Service Provider of any changes to such information. No Order Form may specify a subscription term not identified and priced in this Attachment. Nor may it cover any billable services not listed in this Service Attachment as a Service.

After 90 days, the Service Provider may suspend the delinquent Subscribing Entity's access to the unpaid Services until all delinquent amounts are paid, notwithstanding the prohibition against self-help provided for elsewhere in the Agreement, but the Service Provider may not do so if the Subscribing Entity is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5. Replace Section 5. Service Level Agreement; Downtime Policy with the following:

Downtime Policy.

GovDelivery has historically achieved over 99.5% availability of its website and services. GovDelivery will provide credit to Subscribing Entity's account if availability of the GovDelivery website and the Services provided through the website ever falls below 99.5% in any given month. Website availability is defined as the ability of users to access the GovDelivery website and the Services via the Internet. If occurrences of Downtime occur GovDelivery will credit the Customer's account based on the following schedule:

- 0 - 8.76 hours per year: No credit
- 8.77 to 12 hours per year: 1 day credit
- Over 12 hours to 48 hours per year: 1 week's credit
- Over 48 hours to 96 hours per year: 2 week's credit
- Over 96 hours per year: 1 month credit

A Site Outage is a continuous website unavailability, as determined through URL monitoring (HTTP). This monitoring is conducted by GovDelivery utilizing industry-standard monitoring tools. Information regarding Site Outages will be available at status.govdelivery.com and a report provided on an as-requested basis up to once per quarter. Any one Site Outages in any given calendar month that is corrected within ten (10) minutes of the start will not be considered Downtime. Notwithstanding the foregoing, the Subscribing Entity shall not be entitled and shall not receive any Outage Credit for web site unavailability due to planned or routine maintenance (limited to 2 hours per week and is typically conducted on Saturday evenings) or acts of force majeure (which shall include any circumstances beyond GovDelivery's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures). In no event shall any credit for a particular month exceed the Subscribing Entity's then-current monthly recurring charges for one month of services provided under this Agreement. GovDelivery shall have the ability to determine in its reasonable discretion whether Downtime has actually occurred.

Scheduled maintenance typically occurs every 30 days with average downtime required being less than 30