FIRST AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN GRANICUS, INC. AND THE CITY OF MANITOWOC

This First Amendment to the Granicus, Inc. Service Agreement dated July 26, 2017, is made and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and the City of Manitowoc (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated August 22, 2013 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add the Granicus digital encoder upgrade as detailed in the Proposal dated May 4, 2017, 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. Compensation shall be amended to include an additional four thousand five hundred dollars (\$4,500.00) upfront and one hundred dollars (\$100.00) per month as detailed in Exhibit A. As amended, Client's Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
- 2. The term of the Agreement shall continue in full force and effect until February 22, 2021.
- 3. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
- 4. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising 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 this First Amendment
 - B. Paragraphs set forth in the body of the Agreement

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

CITY OF MAI	NIIOWUC
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GRANICUS, INC.

By:	By:	
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Date:	Date:	