

**AGREEMENT FOR
(AGENDA MANAGEMENT SOLUTIONS)**

THIS AGREEMENT (“Service Agreement”), made this 3rd day of March 2012, is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and GRANICUS Inc., a California corporation authorized to transact business in the State of Florida, (“Contractor” or “Company”), whose address and phone number are 600 Harrison Street, San Francisco, CA, 94107, (352) 514-4653), for the term specified herein

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) Granicus Proposal dated (Exhibit A).
- (2) Official Audit Report – SSAE Compliance (Exhibit B).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated March 3, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City’s Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on March 6, 2012 and shall end on 03/05/2013. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided herein, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

City shall pay to Contractor \$20,868.75 for Legislative Management Suite (Legistar), Open Platform Suite, and Government Transparency Suite, within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Governmental Prompt Payment Act.

75% of license fees = \$20,868.75.

City shall pay to Contractor the final 25% (\$6,956.25) of the License Fees upon completion of formal verification by City Manager or designee, that Contractor has resolved all support issues.

"Go-Live" is referred to as City's use of the Licensed Programs with real data in a production (and not testing) mode.

Contractor agrees the ^{first} monthly service cost (\$2,290.00) shall be due thirty (30) days from the Go-Live date.

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines,

damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement for a period of five years following such expiration or earlier termination. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy

of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

Rights upon Termination. Upon any expiration or termination of this Agreement, unless otherwise expressly provided in an exhibit to this Agreement:

- (a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;
- (b) Client has the right to keep any purchased hardware, provided that Client removes and/or uninstalls any Granicus Software on such hardware. However, if Client has received hardware as part of a Granicus Open Platform Suite solution ("Open Platform Hardware"), Client understands that upon termination of this Agreement, Client shall immediately return the Open Platform Hardware to Granicus, Inc. The Open Platform Hardware must be returned within fifteen (15) days of termination, and must be in substantially the same condition as when originally shipped, subject only to normal wear and tear; and

Obligations upon Termination. Upon any termination of this Agreement,

- (a) The parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;
- (b) The provisions of certain sections of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;
- (c) Pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow the Client access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation for as long as required by the Florida public records law and corresponding retention schedules for retention of public records. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and
- (d) Granicus has the right to delete Content after the time required by Florida law and corresponding retention schedules for retention of public records.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance

policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

The Contractor represents that its primary data center is provided by OpSource, Inc., a Delaware corporation. The Contractor shall ensure that OpSource, Inc., or such other repository of the City's records pursuant to this Agreement is SSAE16 compliant at all times during the term of this Agreement. Granicus will continue to maintain a compliant data center to the SSAE16 standard or subsequent equivalent.

The Contractor shall maintain and facilitate inspection and copying of, or ensure that OpSource, Inc., and any other subcontractor maintain and facilitate inspection and copying of the City's records that are in the Contractor's custody or in OpSource, Inc's, or any other subcontractor's custody in accordance with all Florida laws governing public records for the period of time required by the Florida public records law and corresponding retention schedules governing public records.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this

section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award

of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise).

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect

thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

CC. Warranty Disclaimer

Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

DD. Use and Limitations

Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sub-licensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in this section

Except for the license granted by this agreement, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) to the extent it is a trade secret pursuant to Florida law, provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) to the extent it is a trade secret pursuant to Florida law, share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

[The reminder of this page left blank intentionally]

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: John P. Seiler
John P. "Jack" Seiler, Mayor

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

By: La. L. Lewis
City Manager

Approved as to form:

Danyl Bonny
Senior Assistant City Attorney

ATTEST

By: Emerj Jones
Print Name: Emerj Jones
Secretary

CONTRACTOR

By: E. Kashitch
Print Name: E. Kashitch
President

(CORPORATE SEAL)

STATE OF California
COUNTY OF San Francisco

The foregoing instrument was acknowledged before me this 7 day of May, 2012, by Ed Kashitch as president for Granicus Inc., a California corporation.

(SEAL)



Katherine H. Johnson
Notary Public, State of California
(Signature of Notary Public)

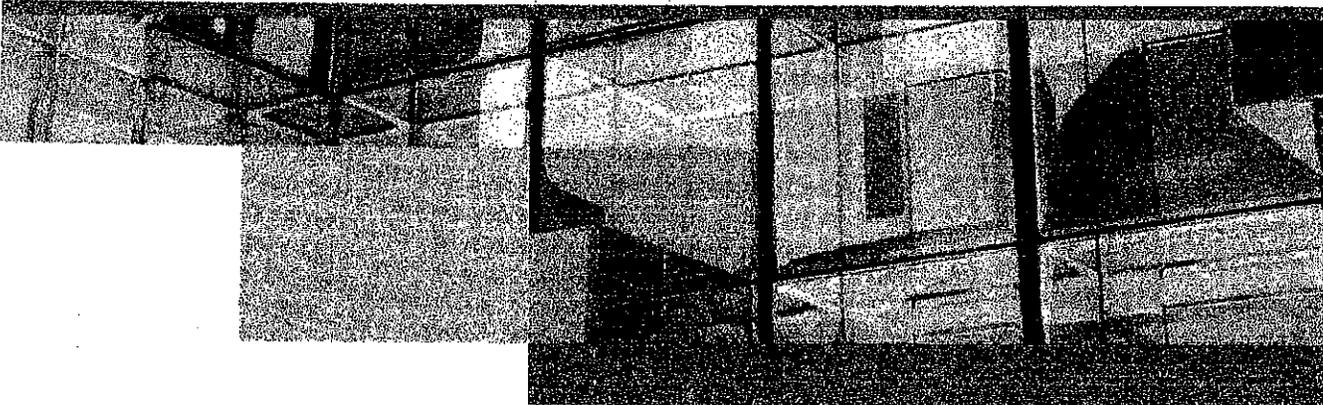
Katherine H. Johnson
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____



Proposal for the City of Fort Lauderdale

Government Transparency and Agenda Workflow Solutions



Proposal presented by:

Jack Melnicoff

Granicus, Inc.

(352)514-4653

jackm@granicus.com



Proposal

Granicus Proposal to the City of Fort Lauderdale

01-23-2012

Lee Feldman
City Manager
City of Fort Lauderdale

Lee,

Thank you for considering Granicus. We are very confident in our abilities to make an immediate impact and help support your further transparency, citizen participation, and public meeting workflow initiatives while helping to increase efficiency and reduce costs.

This proposal provides a summary of the City's requirements, our proposed solution along with detailed pricing, and is in accordance with the RFP titled: "**Legislative Management System: Agenda Management, Voting, Streaming Video, and Minutes Automation**". Granicus was awarded this contract after a formal RFP process on December 20th 2011. The investment portion is specific to the City of Fort Lauderdale and includes all training, software, hardware, 24/7/365 support, professional services, installation and implementation.

Over 950 jurisdictions have selected Granicus as a partner to help them build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in productive new ways. Granicus has over 25 years of government-focused experience which has allowed us to develop tools with the Government in mind and meet the market demand. We hope that you enjoy being part of the Granicus client family.

Most Sincerely,

Jack Melnicoff
Software Sales Executive
(352)514-4653
Granicus, Inc.



Proposal

Summary of Needs/Goals

Overall the City of Fort Lauderdale has an agenda management system, minutes annotation tools and web streaming. However none of these systems or tools are connected and the process in which information is collected was described as "clunky" by Jeff Modarelli and Jonda Joseph at our meeting December 16th. The below summarizes the primary business challenges we discovered in each area:

Agenda Management system provided by NetFYI/emPower360

- Forms filled out (CAR – Commission Action Report) to submit items via web
 - Fields are not required and result in needless clean up time
 - Example a user is not required to select "ordinance" and then be directed to a specific form to be filled out for an item relating to an "ordiance"
 - Further old items cannot be searched to verify the title of the item is accurate
- Approval tracking system
 - Lack an escalation process, item could be delayed but doesn't happen often
 - Lack easy visibility if another users is working on item, double work or inaccuracy in items creation
 - Lack ability to add people internal or external users to ATS without IT involvement
- Reporting tools
 - Jonda does not have reporting tools to quickly have access to items that are; not agenda ready, need signatures, etc...

Minutes Annotation tools provided by DCR

- Audio/Minutes are created in DCR and time stamping is done by Jeff. However, record is not linked to video and time stamping is not available to entire staff.

Web streaming supported internally

- Available only in WMV
- Small pop up player
- Not linked to agenda or minutes
- Locally hosted and distributed

Public facing page

- Not connected or searchable across all items:
 - Agenda shell
 - Back up material through NetFYI/empower360
 - Vote Summary
 - Minutes
 - Media content is on another page

Codification - Municode system is not integrated with agenda or minutes systems (City Attorney)



Proposal

Proposed Solution Benefits

The benefit of the solution we recommend will provide an integrated public record that connects all systems, reduces the amount of time to create the elements of the record and is fully hosted. Below is a list that I believe represents the highlights of the solution.

- **Fully integrated public record** that links; Agenda Management System, Minutes Annotation tools, Media Content, Vote Records and Integration to MuniCode
- **Easier tools for creation of content** by providing; Reporting tools, Customized templates and one interface/process for time stamping for media and minutes annotation
- **Reduce staff time and costs of distribution** by providing; a fully hosted and managed system, unlimited storage and distribution, intelligent routing to minimize impact of bandwidth for internal support, media content supported by multiple browsers and players and one webpage to find and search content



Proposal

Legislative Management Suite

The Legislative Management Suite offers a complete and automated agenda workflow solution. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Once the agenda is generated, a minutes report is automatically created with the same data. All attendance, actions, movers/seconders, votes and notes can be captured for the public record. This Suite also allows you to track legislation from inception through approvals and actions taken. [Click here](#) for more information on the Legislative Management Suite.

- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication
- Meeting minutes
- Track and search legislative data

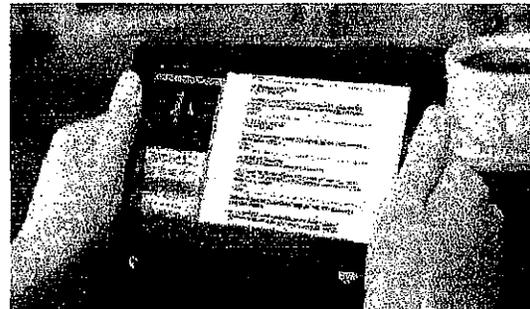


Granicus® Open Platform

The Granicus® Open Platform allows you to stream an unlimited number of meetings and events online and over mobile devices – play video in H.264* and Silverlight. Publish all of your content online with indefinite retention schedules. Granicus Encoding Appliance gives you unlimited bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. You can also access a library of community content and start publishing videos immediately. Finally, leverage an open architecture and connect in-house or third-party solutions to Granicus. [Click here](#) for more information on the Granicus Open Platform.

- Stream unlimited meeting bodies and events
- Indefinite retention schedules
- Intelligent media routing
- Community content library
- Open architecture and SDK

* In pilot, will be available to all customers upon release





Proposal

Government Transparency Suite

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards greater transparency and link related documents to your video, offer your full agenda packet, and provide advanced searching of archives. Reach a broader audience with podcasting - download media in MP3 and MP4 formats (MP3, MP4) and view video offline. Granicus' reporting tools give you a detailed analysis of visitor statistics to help you better understand viewership trends. [Click here](#) for more information on the Government Transparency Suite.

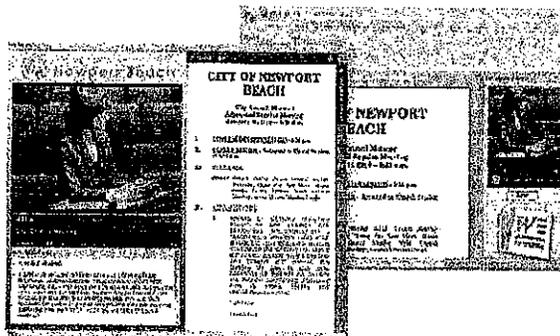
- Publish agenda packets with video
- Link relevant materials
- Build reports and analytics
- Index videos live
- Offer downloadable formats (MP3 & MP4)



Meeting Efficiency Suite

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. With VoteLog, allow the public to track legislation, ordinances and even voting member records through your website. This Suite you can seamlessly integrate with agenda solutions already in place. [Click here](#) for more information on the Meeting Efficiency Suite.

- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes



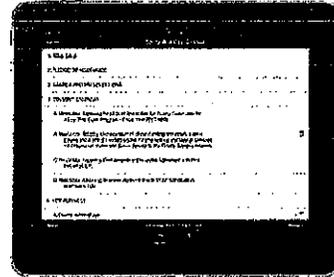


Proposal

iLegislate Application

iLegislate is an iPad app that allows government officials to connect meeting agenda data to the iPad for taking notes, marking follow-up tasks, and reducing printing costs associated with agenda packet production.

- Simple, Easy UI
- Integrated, Seamless Synchronization
- Rapid Agenda Review with Supporting Material
- Note-taking and bookmarking
- Automated Backups



Advanced Search

Granicus' new search architecture produces faster, more reliable results. Search across public meeting archives – meeting or event data including agendas, minutes, notes, motions, votes and captions. When using the search engine, residents will receive links to specific points in meetings in which the discussion of the searched word(s) occurred or links to the beginning of the videos in which the searched word(s) occurred.

Search: Agenda Items Captions

All these words:

This exact phrase:

One or more of these words: or or

Out words of these words:

Date Range: through

Subscribe via RSS feeds Email Podcast

Provide us feedback on your search

2011 2010 2009 2008

Louisville Metro Council

Ad-Hoc Committee

Appropriations, NDP's and CIP's Committee

Budget Committee



Proposal

Managed Services

Granicus provides a comprehensive Managed Services package with every solution to ensure long-lasting success with our technologies while maximizing your solution's performance. Our fully managed and hosted infrastructure offers unlimited bandwidth, storage and the highest security standards of your data through a cloud-based platform. Our remote, proactive systems monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance.

The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. You also receive continual access to advanced learning tools and the hands-on support, knowledge, and expertise of our skilled Support Engineers and Customer Advocacy professionals.



Proposal

Professional Services	Open Platform	Government Transparency	Citizen Participation	Meeting Efficiency	Legislative Management	Training Management	
Managed Deployment							
Encoding Appliance	•	•		•			One-time installation of an on-premise unified encoding and storage appliance.
Hosted Web-Based Application	•	•	•	•	•	•	Activation of a hosted media and content management application.
Agenda Parser		•	•	•			Installation of the agenda parser to read and parse documents automatically.
Meeting Software		•		•			Local installation of software in meeting chambers to boost minutes efficiency.
Public Display				•			Application installation to live broadcast text displays of meeting actions in-person, online, or over TV.
Touch-screens				•			Local installation of touch-screen monitors and applications in meeting chambers.
Workflow Assessment & Configuration							
Workflow Assessment				•	•		Careful workflow review and software configuration.
Workflow Implementation				•	•		Hands-on guidance and support to ensure smooth and successful user adoption.
Onsite Training and Meeting Support				¼ Day/ 1 MB*	2 Day/ Sys Admin		On-premise support and mentorship to guide users during a live meeting.
Product Training							
Self-Paced Online	•	•	•	•	•	•	On-demand online training courses accessible anytime, anywhere.
Instructor-led Online Training Series		6 hrs/ 8 Users		12 hrs/ 1 MB	5 Day Combo w/ Onsite	6 hrs/ 8 Users	Live online training led by a training professional in a classroom environment.
Onsite Training and Meeting Support				1.5 Day/ 1 MB*	5 Day Combo w/ Online		Intensive hands-on training at the clients' location to address unique user needs.
Web Integration & Design							
Standard Website Integration	•						Standard media player and media portal embedded into customer's branded website.
Customized Website Integration		•	•	•			Custom design and integration of a media player and media portal to match the look and feel of the customer's branded website.
Legislative Portal Website Integration					•		Standard portal for legislative information that matches the look and feel of customer's branded website.
Document Assessment		•	•	•			Analysis of current document layouts to ensure content importing and management is successful.
Customized Agenda Template		•	•	•			Development of an HTML agenda template to support indexing, search, and electronic comments.
Customized Minutes Template				•			Development of a minutes template in HTML or Microsoft Word to support video links.
Standard Reports					•		Standardized report templates for agendas and minutes.
Public Display Template				•			Configuration including graphics, colors, fonts, and standard text elements.
Training Portal						•	Standard portal for trainees that displays on-demand trainings, exams and reports.



Key Benefits of Granicus' Solution

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, legislative management, and training management solutions with:
 - Over 950 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Native iPad application for agenda viewing, note-taking, bookmarking and supporting material review
- Media content compatible on multiple browsers
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Media content supported on both PC/Mac systems AND on mobile systems such as Apple IOS, Android, and Blackberry
- Customized web integration to match the look and feel of the client's webpage
- Media content supported in multiple media formats such as Flash, Windows Media, Silverlight, HTML5
- Software to allow content created to be shared over social networks
- Minutes annotation tools that can integrate with Microsoft Word to allow minutes to be built in Word while leveraging the indexed video of the meeting for reference
- Minutes annotation tools that allow publishing the Minutes in PDF Format but still includes links to the audio/video webcast within the PDF
- Reporting tools to track a detailed analysis of visitor trends
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Access library of peer-created government media content from over 950 Granicus users
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 99% client retention rating
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>

Future Possibilities

Citizen Participation Suite

The Citizen Participation Suite allows you to seamlessly collect feedback from citizens on items tied to upcoming meetings. Reduce the administrative overhead of collecting, organizing, and managing citizen feedback through an online form available on your website. Automatically produce and distribute a consolidated report of comments to help elected members better understand the opinions of citizens before making policy decisions. [Click here](#) for more information on the Citizen Participation Suite.

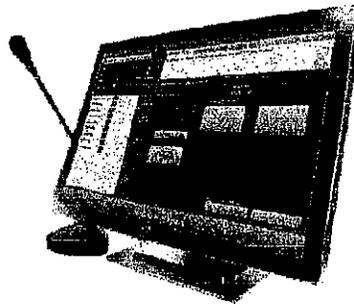
- Online comment form with related documents
- Website integration
- Get text and video comments on agenda items
- Build and distribute a consolidated report
- Agenda integration



Electronic Voting and Public Displays (suite add-ons)

This addition to the Meeting Efficiency Suite gives elected officials a new way to participate in public meetings using touch-screen displays to record motions and votes as well as request to speak. View full agendas, supporting materials, the current item, speakers and vote results all from the touch-screen display. Record actions directly from elected members and ensure greater accuracy. Help your audience follow fast-paced meetings with a public display that shows current item, vote results and more.

- Touch-screen displays
- Digital speaker queue
- Vote and roll call automation
- Review paperless agenda packets



Training Management Suite

The Training Management Suite is an easy way to create, manage, and deliver online video training for staff and citizens. Web-based access allows you to manage and update content anywhere, at anytime. Synchronize video with course materials including documents, graphics, or presentations. Comply with state and federal training mandates through exam certifications and result tracking. Integrate with Learning Management Systems (LMS) and Enterprise Resource Planning (ERP) solutions. [Click here](#) for more information on the Training Management Suite.

- Trainee portal and transcript tracking
- Training course and exam builder
- Export training results
- Create certificates of completion
- API integrations



Closed Captioning Services

Engage new audiences and support ADA (Americans with Disabilities Act) compliance with closed captioning for your meetings. Give your audience greater accessibility and allow them to search archives for any word spoken during the meeting. Captions can be recorded in real-time or added to archive meetings.

Mobile Encoder

Involve citizens in meetings or special events that are held off-site or in hard-to-reach locations over the Web with Mobile Encoder. Simply connect your existing audio/video source to a laptop computer and stream the event to your website live or on-demand, with or without an Internet connection. Index in real-time and run the event like any other Granicus meeting.



Proposal

Granicus Clients in Florida

- Florida State Public Service Commission
- Canaveral Port Author
- Village of Pinecrest
- Town of Highland Bch
- Town of Laud. by the Sea
- Town of Palm Beach
- City of Dunedin
- City of Delray Beach
- City of North Port
- City of Cocoa Beach
- City of Deerfield Bch
- City of Pompano Bch
- City of Belle Glade
- City of Coconut Creek
- City of Palm Bay
- City of Oidsmar
- City of Plantation
- City of Clearwater
- City of Coral Gables
- City of Sunrise
- City of Boca Raton
- City of Cooper City
- City of Oakland Park
- City of Eustis
- City of Sunny Isle
- City of Safety Harbor
- City of St. Pete
- City of Gainesville
- City of Port St. Lucie
- City of Sarasota
- City of Naples
- City of Miami
- City of Doral
- Miami-Dade County
- Alachua County
- Broward County
- Nassau County
- Citrus County
- Highlands County
- Sarasota County
- Sumter County
- Marion County
- Martin County
- Osceola County
- Charlotte County
- Collier County



Proposal

Investment

Item	Upfront Cost	Monthly Cost
Legislative Management Suite (Legistar)	\$24,200.00	\$1,130.00
Workflow and Configuration		
Project Management and Deployment Services		
Onsite Training (5 Days)		
Web Training (2 Days)		
Open Platform Suite	\$125.00	\$590.00
Granicus Encoding Appliance		
Government Transparency Suite	\$3,500.00	\$570.00
Player Template Configuration		
Live Manager Installation		
TOTAL	\$27,825.00	\$2,290.00

Project Road Map

Item	Date	Contact
Presentation – On-site	12-16-11	Jeff Modarelli
Follow Up Presentation – On-site	12-19-11	Lee Feldman
Project Summary Delivered	12-27-11	Lee Feldman
Finalized Project Summary and Proposal Delivered	01-23-12	Lee Feldman & Kirk Bluffington
Network Assessment Call		
Project Approved		
Work Order Received		
Contract Executed		
Project Kick Off Call		
Hardware Shipped		
Software Installed and Configured		
Solution Deployment Validated		
Training Completed		
Internal Go-Live		
System Accepted		
Go Live to the Public – Project Successful!		



INDEPENDENT SERVICE AUDITOR'S REPORT

To OpSource, Inc.:

We have examined OpSource, Inc.'s ("OpSource" or the "service organization") description of its OpSource managed hosting services system for providing managed hosting services performed at the Ashburn, Virginia, Santa Clara, California, and London, United Kingdom, facilities and the subservice organizations Equinix, Inc.'s ("Equinix") and Interxion's ("Interxion") description of relevant aspects of their data center hosting services throughout the period August 1, 2010, to July 31, 2011, (the "description") and the suitability of the design and operating effectiveness of OpSource's, Equinix's, and Interxion's controls to achieve the related control objectives stated in the description. Equinix and Interxion are independent service organizations that provide data center hosting services to OpSource. OpSource's description includes a description of Equinix's and Interxion's data center hosting services used by OpSource to provide managed hosting services for its user entities, as well as relevant control objectives and controls of Equinix and Interxion. The description indicates that certain control objectives specified in the description can be achieved only if complementary user entity controls contemplated in the design of OpSource's, Equinix's, and Interxion's controls are suitably designed and operating effectively, along with related controls at the service organization and subservice organizations. We have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

OpSource uses Digital Realty Trust, Inc. ("DRT") for aspects of its data center hosting. The description in Section 3 includes only the control objectives and related controls of OpSource, Equinix, and Interxion and excludes the control objectives and related controls of DRT. Our examination did not extend to controls at DRT.

In Section 2, OpSource, Equinix, and Interxion have provided their assertions about the fairness of the presentation of the description and suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description. OpSource, Equinix, and Interxion are responsible for preparing the description and for the assertions, including the completeness, accuracy, and method of presentation of the description and the assertion, providing the services covered by the description, specifying the control objectives and stating them in the description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria, and designing, implementing, and documenting controls to achieve the related control objectives stated in the description.

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on our examination. We conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether, in all material respects, the description is fairly presented and the controls were suitably designed and operating effectively to achieve the related control objectives stated in the description throughout the period August 1, 2010, to July 31, 2011.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of the service organization's controls to achieve the related control objectives stated in the description involves performing procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design and operating effectiveness of those controls to achieve the related control objectives stated in the description. Our procedures included assessing the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives stated in the description. Our procedures also included testing the operating effectiveness of those controls that we consider necessary to provide reasonable assurance that the related control objectives stated in the description were achieved. An examination engagement of this type also includes evaluating the overall presentation of the description and the suitability of the control objectives stated therein, and the suitability of the criteria specified by the service organization and described in OpSource's, Equinix's, Interxion's assertions in

Section 2. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Because of their nature, controls at a service organization or subservice organization may not prevent, or detect and correct, all errors or omissions in providing managed hosting services. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of the design or operating effectiveness of the controls to achieve the related control objectives is subject to the risk that controls at a service organization or subservice organization may become inadequate or fail.

In our opinion, in all material respects, based on the criteria described in OpSource's, Equinix's, and Interxion's, assertions in Section 2,

- a. the description fairly presents OpSource's managed hosting services system and Equinix's, and Interxion's data center hosting services used by OpSource to provide managed hosting services for its user entities that were designed and implemented throughout the period August 1, 2010, to July 31, 2011;
- b. the controls related to the control objectives of OpSource, Equinix and Interxion stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period August 1, 2010, to July 31, 2011, and user entities applied the complementary user entity controls contemplated in the design of OpSource's controls throughout the period August 1, 2010, to July 31, 2011; and
- c. the controls of OpSource, Equinix and Interxion that we tested, which together with the complementary user entity controls referred to in the scope paragraph of this report, if operating effectively, were those necessary to provide reasonable assurance that the control objectives stated in the description were achieved, operated effectively throughout the period August 1, 2010, to July 31, 2011.

The specific controls tested and the nature, timing, and results of those tests are listed in Section 4 (the "Testing Matrices").

In Section 5, OpSource has provided additional information that is not a part of OpSource's description. Such information has not been subjected to the procedures applied in our examination of the description and of the suitability of design and operating effectiveness of controls to achieve the related control objectives stated in the description, and accordingly, we express no opinion on it.

This report, including the description of the tests of controls and results thereof in the Testing Matrices, is intended solely for the information and use of OpSource, user entities of OpSource's managed hosting services system during some or all of the period August 1, 2010, to July 31, 2011, and the independent auditors of such user entities, who have a sufficient understanding to consider it, along with other information including information about controls implemented by user entities themselves, when assessing the risks of material misstatements of user entities' financial statements. This report is not intended to be and should not be used by anyone other than these specified parties.

BrightLark CPAs & Associates, Inc.

Tampa, Florida
October 10, 2011

