

**FIRST AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN GRANICUS,
INC. AND THE TOWN OF VIENNA, VA**

This First Amendment to the Granicus, Inc. Service Agreement dated December 16, 2014, is made and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and the Town of Vienna, VA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated December 16, 2014 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add the Granicus SDI encoder with HD streaming as detailed in the Proposal dated October 18, 2016, 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 and seventy-five dollars (\$175.00) 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. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the 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

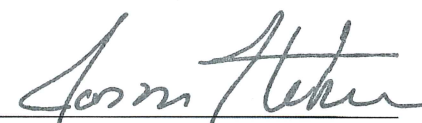
IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives,

VIENNA, VA

By: 
Town Manager

Date: 02/02/17

GRANICUS, INC.

By: 
Jason Fletcher
CEO

Date: 2/10/17