ASSUMPTION AND CONSENT AGREEMENT

This ASSUMPTION AND CONSENT AGREEMENT is made as of this ____ day of February, 2016 ("Agreement") by and between Granicus, Inc. with an address of 707 17th St., Suite 4000, Denver, CO 80202, and the County of Orange, a political subdivision of the State of California ("County"), which may be referred to individually as "Party" or collectively as "Parties".

WHEREAS, PixelPushers, Inc. dba Civica Software ("Civica Software") and the County entered into Agreement #MA-017-12011201 for eGovernment Services effective March 28, 2012 through March 27, 2015 (the "Contract");

WHEREAS, Civica Software and the County executed Amendment #1 to the Contract to renew the term for a period of one year, effective March 28, 2015 through March 27, 2016;

WHEREAS, Events.com, Inc. acquired Civica Software and assumed the Contract, including Amendment #1, and all of the rights, duties, obligations and liabilities thereunder;

WHEREAS, Events.com, Inc. changed the name of Civica Software to Civica Software, Inc. without any change to Civica Software's corporate structure;

WHEREAS, Granicus, Inc. acquired Civica Software, Inc. and wishes to assume the Contract, including Amendment #1, and all of the rights, duties, obligations and liabilities thereunder;

WHEREAS, as required by Section 22.3 of the Contract, Events.com, Inc. has asked the County to consent to Granicus, Inc.'s assumption of Civica Software, Inc.'s rights and obligations under the Contract, including Amendment #1;

WHEREAS, the County is willing to consent to Granicus, Inc.'s assumption of Civica Software, Inc.'s rights and obligations under the Contract, including Amendment #1; and

WHEREAS, the County and Granicus, Inc. desire to substitute Granicus, Inc. in place of Civica Software, Inc. with respect to the Contract, including Amendment #1.

NOW, THEREFORE, in consideration of the promises and the mutal covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above recitals are true, complete and correct.

2. Granicus, Inc. hereby represents and warrants that it has not failed to disclose to the County any information, which, if known by the County, might provide grounds for the County to reasonably withhold its consent to the assumption of the Contract, including all amendments, by Granicus, Inc.

3. The County hereby consents to the assumption of the Contract by Granicus, Inc., subject to the terms and conditions contained in this Agreement. The County's consent to the assumption of the Contract by Granicus, Inc. does not constitute a waiver of any of the terms, convenants, conditions, duties, obligations, and liabilities of the Contract. Further, this consent shall not operate as a waiver of the prohibition against further assignments without the County's prior written consent as provided in Section 22.3 of the Contract. Any attempt to further assign the Contract without the County's prior written consent will be void.

4. Granicus, Inc. hereby assumes the Contract as if Granicus, Inc., were an original party thereto, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract, whether now existing or hereafter arising, present, conditional or contingent.

5. Any default under this Agreement by Granicus, Inc., shall be a concurrent default under the Contract.

6. This Agreement constitutes the entire agreement concerning the assumption of the Contract between the Parties and it may not be modified, altered or amended other than in writing executed by the Party sought to be charged thereby.

7. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of laws provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, nothwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

8. For purpose of notifications to Granicus, Inc. under the Contract, the following address applies:

   Granicus, Inc.
   707 17th St., Suite 4000
   Denver, CO 80202

   All County payments to Granicus, Inc. under the Contract should be mailed to:

   Granicus, Inc.
   707 17th St., Suite 4000
   Denver, CO 80202

9. This Agreement may be executed in counterparts and, in such event, the courterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ASSUMPTION AND CONSENT AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSUMPTION AND CONSENT AGREEMENT, AND THE PERSON SIGNING THIS ASSUMPTION AND CONSENT AGREEMENT ON BEHALF OF EACH PARTY HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT.

COUNTY OF ORANGE

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By Brittany McLean
Deputy

Date 2/4/16

GRANICUS, INC.

Signature #1

By: _____

Name: JASON FLETCHER

Title: CEO

Date: 1.25.16

Signature #2*

By: _____

Name: ZAID HADDAD

Title: CFO

Date: 1/25/16

*If a corporation, the document must be signed by two (2) corporate officers as further set forth herein. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; or 3) any Vice President. The second corporate officer signature must be one of the following: 1) the Secretary; 2) an Assistant Secretary; 3) the Chief Financial Officer; or 4) any Assistant Treasurer. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**