OneView Services
Product Specific Terms

1. **Notice Regarding Apple.** This section applies to the extent that the Product licensed to Client is a mobile application on an iOS device. Client acknowledges that this Agreement is between Client and Granicus only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Product or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Product. If the Product fails to conform to any applicable warranty, Client may notify Apple and Apple will refund any applicable purchase price for the mobile application to Client; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Product. Apple is not responsible for addressing any claims by Client or any third party relating to the Product or Client's possession and / or use of the Product, including: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Product and / or Client's possession and use of the Product infringes a third party's intellectual property rights. Client agrees to comply with any applicable third party terms when using the Product. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and upon Client's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Client as a third party beneficiary of this Agreement. Client hereby represents and warrants that: (a) Client is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) Client is not listed on any U.S. Government list of prohibited or restricted parties.

2. **Terms and Conditions governing Client API Development.** This section applies to the extent the Client or a third party acting on the behalf of the Client seeks to develop applications or API integrations related to the Product provided to Client by Granicus.

   a. **License.** Granicus grants to Client a worldwide, non-exclusive, royalty-free, revocable and limited license during the term of the Agreement to use and make calls to the Products to develop, implement and distribute Developer Applications solely for use by the Client in connection with the Products and solely in the manner described in the documents contained in the Products

and in accordance with the terms and conditions of this Section 2. Developer Application has the meaning as follows: Any software or tool developed by Client to interact either directly or indirectly with the Products and/or Product's data. Granicus reserves the right to require Client to install or update any and all software to continue using the Products.

b. **Auth Key.** In order to make calls and access the Products for development purposes, Client must obtain credentials from Granicus (an "Auth Key") by registering for a subscriber account. Client may not share its Auth Key with any third party, except for as authorized in Section 2.d. herein, shall keep such Auth Key and all login information secure and shall use the Auth Key as the sole means of accessing the Products for developmental purposes. Client's access to an Auth Key is at Granicus' sole discretion. Access to the Auth Key may be terminated or suspended by Granicus at any time and at Granicus' sole discretion. Without limiting the foregoing, Granicus may terminate the Client's right to use the Product and Auth Key if the Client breaches any term of these Product Specific Terms.

c. **Restrictions of Use.** Access to Granicus' Products may not be assigned or in the case or access granted to a third party as allowed under Section 2.d. herein, without prior written notice to Granicus and the third-party's acceptance of these terms. Client's license to the Products is explicitly conditioned on adherence to the following restrictions and compliance with the responsibilities herein. Client shall:

   i. Use the Products only to develop and distribute Developer Applications for the Client's use of the Products;

   ii. Restrict disclosure of the Products, or any part thereof, to agents, employees or independent contractors of Client who require such access in order to use, maintain, implement, correct or update the Developer Application in accordance with these Product Specific Terms, and who are subject to confidentiality obligations the same as or greater than those contained in the Licensing Agreement;

   iii. Not distribute, sell, lease, rent, lend, transfer or sublicense any rights to any third party except as permitted herein;

   iv. Not use or access the Developer Applications in order to monitor the availability, performance, or functionality of the Products or any portion thereof or for any similar benchmarking purposes;

   v. Not remove or destroy any copyright notices, proprietary markings or confidential legends placed upon or contained within the Products;

   vi. Not engage in any activity with the Products that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, security, networks, data, or other properties or services of Granicus or any third party;

   vii. Not circumvent technological measures intended to prevent direct database access, or manufacture tools or products to that effect;

viii. Not modify, translate, reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the Products, or any aspect or portion thereof;

ix. Not bypass Product restrictions for any reason, including but not limited to the automating administrative functions;

x. Not substantially replicate products or services offered by Granicus. Subject to the preceding sentence and the Parties' other rights and obligations under the Licensing Agreement, including confidentiality obligations, each Party agrees that the other Party may develop and publish applications that are similar to or otherwise compete with such Party's applications; and

xi. Not develop Developer Applications that excessively burden Granicus' system, distribute spyware, adware or other commonly objectionable programs, fail to respect the privacy of the Product's end-users, or infringe the intellectual property or privacy rights of any third party.

xii. Not solicit reviews of a Developer Application by offering a financial incentive or free access to Developer Application in exchange for the review. The Client shall not develop or distribute the Developer Application in any way in furtherance of criminal, fraudulent, or other unlawful activity.

d. **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of the Client, so long as: (i) such contractor agrees to comply with these Product Specific Terms as if it were the Client; (ii) Client remains responsible for each contractor's compliance with these Product Specific Terms and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Products rendered to the Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.