

**BROADNET SERVICE TERMS AND CONDITIONS**

(January 2022)

The following terms and conditions (the “**Broadnet Service Terms**”) apply to your use of the Broadnet Service purchased through your agreement with Granicus, LLC. or one of its affiliates (you and any authorized user of the Broadnet Service through your agreement, collectively, “**User**”). These Broadnet Service Terms are in addition to any other terms between the parties, and any conflict between those terms and the Broadnet Service Terms will be resolved in favor of the Broadnet Service Terms, but solely as they relate to use of the Broadnet Service.

a) Users represents and warrants that all Users will comply with the Broadnet Standards of Use attached hereto as **Exhibit A** and all applicable international, federal, state and local laws, rules, regulations, opinions and orders (“**Laws**”) with respect to User’s use of the Broadnet Services, including the Telephone Consumer Protection Act (“**TCPA**”) and those promulgated by the Federal Communications Commission (“**FCC**”) and Federal Trade Commission (“**FTC**”).

b) Broadnet represents and warrants that during the transmission, exchange, or broadcast of any Content, it shall use commercially reasonable practices standard to the industry to minimize loss, interruption, or interference of signal. As used in these Broadnet Service Terms, “**Content**” means the oral, written or other recordings, messages, communications, utterances, conversations and all other data, text, images, intellectual property, music, sound files, electronic communications, material or information transmitted by Users and their employees, representatives, agents, customers, call participants or any other third party (collectively, the “**Participants**”) during the use of or through the Broadnet Services. In addition, Broadnet represents and warrants that the Broadnet Services and Broadnet’s performance under this Agreement will at all times: (i) comply with Laws, including TCPA and all laws, rules, regulations and guidance issued by the FCC and FTC; and (ii) will not violate any intellectual property, privacy, or other right of any third party.

c) **Use of Broadnet Services.** Broadnet has the right to suspend, restrict or terminate any or all usage of the Broadnet Services and to refuse any future use of any or all of the Broadnet Services by User if Broadnet has reason to believe that such entity failed to comply with Laws or the Broadnet Standards of Use, and such entity has failed to cure the compliance failure within any statutory or contractual breach notification period. Broadnet may suspend or terminate User’s access to the Broadnet Services if User fails to remit payment to Reseller

within the contractual payment period, however, Broadnet will not terminate access to User's use of the Broadnet Services unless such End User fails to remit payment to Reseller in accordance with the agreement between End User and Reseller and fails to cure such non-payment during any contractual or statutory cure period.

d) **License.** Broadnet hereby grants to User a personal, limited, non-transferable, non-sublicensable, revocable and non-exclusive license to access and use the software component of the Broadnet Services via a graphical interface solely for its internal business purposes and solely for the purposes contemplated in this Agreement. User is responsible for any use or misuse of the Broadnet Service by any Participant. User will immediately notify Broadnet of any loss, compromise or unauthorized use of the Broadnet Service or any other breach of security by sending an e-mail to [info@broadnet.us](mailto:info@broadnet.us). Broadnet will not be liable for any loss or damage of any kind due to User's failure to comply with these requirements or otherwise protect any log in credentials or account access provided to the Broadnet Services. The license granted herein will terminate automatically upon expiration or termination of this Agreement for any reason.

e) **Broadnet Interests.** Broadnet is the owner of all rights, title and interests in and to the Broadnet Services and any related products, intangible property, intellectual property rights, software, specifications, documentation, and advertising or promotional materials created or provided by Broadnet (the "**Broadnet Interests**"). The Broadnet Interests are protected by copyright, trademark, patent, trade secret and other proprietary rights laws and international treaties. Nothing in this Agreement will transfer to User any rights in or to the Broadnet Interests except as expressly set forth herein. User will not: (i) sublicense, distribute, transfer, rent, sell, or in any way transmit the Broadnet Interests without the prior written permission of Broadnet; (ii) modify, translate, reverse engineer, decompile, or disassemble all or any portion of the Broadnet Interests; or (iii) create derivative works from the Broadnet Interests. Further, no implied licenses are granted to User.

f) **Content; Acknowledgement.** As used in this Agreement, "**Content**" means the oral, written or other calls, recordings, messages, communications, utterances, conversations and all other data, text, images, intellectual property, music, sound files, electronic communications, material or information transmitted by Participants during the use of or through the Broadnet Services.

(i) Participant is solely responsible for the accuracy, composition, integrity, quality, completeness, lawfulness, and appropriateness of any and all Content

that the Participants send, receive, view, exchange, post or otherwise transmit through the Broadnet Services. Broadnet is not responsible for any Content or the use or misuse of the Content or Participant data by any third party.

(ii) All Participants must agree and consent that Broadnet may collect, record, transfer, store, process, transmit, broadcast, use, display and disclose the Content as necessary for Broadnet to provide the Broadnet Services and otherwise perform its obligations under applicable Law and this Agreement, including internal quality and compliance analysis, and to troubleshoot, remediate and improve the Broadnet Services. In addition, Broadnet may use and disclose the Content in aggregated form without personally identifiable information for market analysis, research and commercialization of such aggregated data. Broadnet may include system prompts that, among other things, require User to initiate the use of the Broadnet Services and disclose to all Participants participating in any User event utilizing the Broadnet Services that the event may be monitored, recorded or rebroadcast. Further, to the extent Broadnet provides information to the User concerning the reputation of User's telephone number from which User initiates a call or message, User agrees to only use such information to monitor and evaluate the reputation score assigned to the telephone number and to request redress of scores and shall not aggregate, assemble, cache, store, sell or use such information without prior written consent.

(iii) By posting, sending, receiving, exchanging or otherwise transmitting the Content through or in connection with the use of the Broadnet Services, User hereby represents and warrants that: (i) User is the owner of or has all rights, title and interests in and to the Content necessary to post, send, receive, view, exchange or otherwise transmit the Content through or in connection with the use of the Broadnet Services; (ii) the Content and the User's posting, sending, receiving, exchanging or otherwise transmitting the Content through or in connection with the use of the Broadnet Services, and Broadnet's use of the Content and Participant data does not infringe on the intellectual property, privacy or other rights of any third parties; (iii) the Content and User's posting, sending, receiving, exchanging or otherwise transmitting the Content through or in connection with the use of the Broadnet Services does not violate Laws or the Broadnet Standards of Use; (iv) User has obtained any and all necessary or required consent of each recipient to call or message her or him at the phone number(s) provided by User; and (v) the telephone number(s) from which User places a call or sends a message is validly assigned to User. User acknowledges that the Broadnet Services manages the technical aspects of the Broadnet Services and that the Broadnet Services simply act as a passive conduit for the

distribution and transmission of information, including the Content and Participant data. User acknowledges that Broadnet has no obligation to screen, preview or monitor such Content, but it may screen, investigate and remove Content if it becomes aware of any Content that Broadnet deems in its sole and exclusive discretion to be illegal, obscene, defamatory, inappropriate, harmful or in violation of applicable Laws or the Broadnet Standards of Use. User agrees that under no circumstances will Broadnet be liable in any way for any Content or the dialing or messaging of phone numbers provided by User, including any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content sent, exchanged, received, viewed, posted or otherwise transmitted through or in connection with the use of the Broadnet Services. Broadnet reserves the right to suspend or cancel all Broadnet Services for User in the event of any actual or alleged violation of these terms or the Broadnet Standards of Use that are not cured within any contractual or statutory cure period.

g) Users of the Broadnet Services shall not upload any sensitive data or Personally Identifiable Information during the use of or through the Broadnet Services unless absolutely necessary for use of the Broadnet Services. If uploading of sensitive or Personally Identifiable Information is necessary for execution of the Broadnet Services, Users shall upload only the minimum amount necessary for the use of the Broadnet Services. “**Personally Identifiable Information**” means any information that can be used to identify a specific individual that is provided to Broadnet by User, or controlled, possessed, stored, transmitted or processed by Broadnet for or on behalf of User, including without limitation an individual's name, address, telephone number, social security number, taxpayer identification numbers, driver's license or government ID numbers, passwords, pin numbers, account relationships, financial or credit account numbers, account balances, account histories, and “personal information,” “nonpublic personal information,” “protected health information” (and other similar information, however described) as defined in any applicable privacy laws and regulations.

h) User acknowledges and agrees that with respect to any and all telephone calls conducted or messages transmitted through the Broadnet Services, solely the User, and not Broadnet or any of its employees, representatives and agents: (i) initiates or takes the steps necessary to physically place the telephone calls or messages as such initiation activity is determined under the TCPA and those rules and regulations promulgated thereunder by the FCC and the FTC; (ii) determines the Content of the telephone calls or messages, the recipients of the telephone calls or messages, and the timing of when the telephone calls are placed or the

messages are sent, for all of which the User agrees to comply with applicable Law; and (iii) is and remains liable under the TCPA, in each case, for any and all telephone calls conducted or messages transmitted through the Broadnet Services as the initiator of such telephone calls or messages; provided, however, that the foregoing statement shall not apply to any Users whose use of the Broadnet Services are not subject to the TCPA.

i) Broadnet may periodically request that User provides, and User may choose to provide, feedback regarding the Broadnet Services, including the use, operation and functionality of the Broadnet Services, any proposed improvements or gaps in the Broadnet Services and similar information ("**Feedback**"). Broadnet is hereby granted the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, fully paid-up, fully sublicensable and transferable right to use and incorporate Feedback into any products, software and services of Broadnet (including the Broadnet Services), to make, use, sell, offer for sale, import, and otherwise exploit such products and services, and to otherwise use, copy, distribute, and otherwise exploit the Feedback without restriction.

j) In connection with Broadnet's provision of the Broadnet Services, Users may share and store with Broadnet, and/or Broadnet may collect from Users, certain technical, integration, registration, and service delivery information, including website integration information, caller ID information, sound files, User's "do not call" list and information on opt outs, registration data pertaining to User's usage of the Broadnet Services, and other information and data reasonably required by Broadnet to provide the Broadnet Services ("**Service Delivery Data**"). User acknowledges and agrees that Broadnet may collect, record, transfer, store, process, transmit, broadcast, use, display and disclose such Service Delivery Data solely to the extent necessary to provide the Broadnet Services to each such User.

k) The Broadnet Services are provided by Broadnet on an "as is" and "as available" basis. USER'S USE OF THE BROADNET SERVICES IS AT USER'S OWN AND SOLE RISK. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, Broadnet disclaims all OTHER warranties of any kind, including THE IMPLIED WARRANTIES of merchantability, fitness for a particular purpose AND NON-INFRINGEMENT. Broadnet does not warrant that the Broadnet Services, software or websiteS WILL BE ERROR FREE, UNINTERRUPTED, PRODUCE PARTICULAR RESULTS, MEET ANY PARTICULAR REQUIREMENTS, and USER hereby expressly waives any claims related to the same.

**L) Government Rights.** If User is the U.S. Government (or use of the Broadnet Services will be used on behalf of the U.S. Government), the terms and conditions of this section apply.

(i) For the purposes of this Section, the term "U.S. Government" shall mean a United States federal executive agency organized under Article II of the United States Constitution, including, without limitation, any sub-agencies, departments, and bureaus thereof.

(ii) The Broadnet Services are a "commercial item," as defined at 48 C.F.R. §2.101, and constitute "commercial computer software" and "commercial computer software documentation," as such terms are defined in 48 C.F.R. §12.212. Accordingly, if the End User is the U.S. Government, the Broadnet Services are provided for use with only those rights which may be granted to all other users pursuant to the terms and conditions of this Agreement, and in accordance with (i) 48 C.F.R. §§ 227.7201 through 227.7204, with respect to the Department of Defense and its contractors, or (ii) 48 C.F.R. § 12.211 and 48 C.F.R. § 12.212, with respect to all other U.S. Government agencies and its contractors.

(iii) If the End User of the Broadnet Services is the U.S. Government, and the terms of this Agreement fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the End User shall immediately discontinue use of the Broadnet Services.

**EXHIBIT A****BROADNET STANDARDS OF USE**

Any person or entity using the Broadnet Services (a "User") will not use the Broadnet Services for any purpose or in any manner that: (i) is in violation of any applicable local, state, federal or foreign laws, rules and regulations, including the Telephone Consumer Protection Act and all FCC and FTC rules, regulations and orders; (ii) is prohibited by the User agreement or these Broadnet Standards of Use; or (iii) interferes in any way with Broadnet's or any other user's use and enjoyment of the Broadnet Services. Broadnet retains the right to suspend or immediately terminate User's access to the Broadnet Services if User's conduct is found by Broadnet in its sole discretion to be inconsistent with the letter and spirit of the User agreement or these Broadnet Standards of Use.

Without limiting the foregoing, User agrees, represents and warrants to Broadnet that:

- User will not use, or attempt to use, the Broadnet Services to transmit any information that may be considered unlawful, harassing, defamatory, threatening, obscene, hateful, offensive, inappropriate, undesirable or invasive of another person's privacy or proprietary rights;
- User will not offer for sale, advertise, promote or encourage the purchase or rental of any goods or services or otherwise conduct telemarketing or telephone solicitations through or in connection with the use of the Broadnet Services;
- User will not conduct any lotteries, contests or sweepstakes through or in connection with the use of the Broadnet Services;
- User will not use, or attempt to use, the Broadnet Services to initiate a call (or instruct Broadnet to initiate a call on User's behalf) to any phone number for which User has not obtained any and all necessary and required consent of the call recipient to call her or him at that phone number;
- User will not engage in activity that could damage, disable or overburden the Broadnet Services or place spyware, adware, malware, computer viruses or other programs, files or code designed to interrupt, destroy, gain access to or limit the functionality of any computer software or hardware or telecommunications equipment onto the Broadnet websites or which

distributes such malware through the Broadnet websites, services or products to others;

- User will not transmit, or attempt to transmit, any material that may infringe the contractual, confidentiality, proprietary, intellectual property or other rights of third parties, including trademark, copyright, trade secret, privacy or proprietary rights;
- User will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Broadnet, or otherwise attempt to mislead others as to the identity of the sender or the origin of a message;
- User will not use the Broadnet Services to commit fraud or make any false representations of facts or circumstances, misstatements or in any way mislead others;
- User will not resell or distribute, or attempt to resell or distribute, the use of the Broadnet Services without the prior written consent of Broadnet;
- User will not interfere with, or attempt to interfere with, or disrupt connections to the Broadnet Services or violate the regulations, policies or procedures of such connections;
- User will not redistribute any content of the Broadnet websites or the Broadnet Services in any manner whatsoever. The foregoing prohibition expressly includes screen scraping or any other practice or activity whose purpose is to obtain lists of data or content, portions of data or databases or other lists or information from the websites or the Broadnet Services in any manner not specifically authorized in writing by Broadnet;
- User will not attempt to gain unauthorized access to the Broadnet Services, other accounts, computer systems or networks connected to the Broadnet Services; and
- User has retained legal counsel to advise User regarding compliance with all applicable local, state and federal laws, rules and regulations.