

BETA AGREEMENT

This Beta Tester Agreement (this “**Beta Agreement**”) is entered into by the Client set forth below or as indicated in a separate writing incorporating these terms (the “Client”) and Granicus, LLC. and its affiliates and subsidiaries, (collectively, “Granicus”). This Beta Tester Agreement governs your access to and use of certain software and related services (the “Beta Services”) offered by Granicus solely for testing and evaluation purposes. Further description and related details of the Beta Services may be provided to you at the time you access or engage with the Beta Services. By accessing or using the Beta Services, you agree to be bound by this Beta Agreement and accept all of its terms. If you do not accept all the terms of this Beta Agreement, then you may not use the Beta Services.

1. Terms of Use. Client acknowledges and agrees that access and use of the Beta Services will be subject to Granicus’ terms of use (accessible at www.Granicus.com/legal) (“ToU”), incorporated herein by reference, and the Beta Services are part of the Services (as such term is defined in the ToU) for purposes of the ToU. In the event of a conflict between the terms of this Beta Agreement and any terms of the ToU, this Beta Agreement supersedes the ToU with respect to Client’s access to and use of the Beta Services.

2. Acknowledgment of Beta Services Limitations.

a. Client acknowledges that:

- i. the Beta Services have not been made commercially available by Granicus;
- ii. the Beta Services may not operate properly, be in final form or fully functional;
- iii. the Beta Services may contain errors, design flaws or other problems;
- iv. it may not be possible to make the Beta Services fully functional;
- v. use of the Beta Services may result in unexpected results, corruption or loss of data, or other unpredictable damage or loss; and
- vi. Granicus has no obligation to release a commercial version of the Beta Services or otherwise introduce the Beta Services. Client assumes all risk arising from use of the Beta Services as further stated in this Beta Agreement.

b. Client will not:

- i. Use or permit any end user to use the Beta Services to promote illegal or immoral activities, disrupt others use of the Beta Services, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Beta Services to make unauthorized entry into any other device accessible via the network or Beta Services;
- ii. Disassemble, decompile, reverse engineer or make derivative works of the Beta Services;
- iii. Rent, lease, lend, or host the Beta Services to or for any third party, or disclose the Beta Services to any third party except as otherwise permitted in this Beta Agreement;
- iv. Use the Beta Services in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions;
- v. Provide any data or content to Granicus or the Beta Services that Client does not have the legal right or sufficient consent to provide; or
- vi. Modify, adapt, or use the Beta Services to develop any software application intended for resale which uses or competes with the Beta Services in whole or in part.

c. Client agrees that it will not use any data or content in the Beta Services that generates record retention requirements on the part of Granicus.

3. Artificial Intelligence (AI). Client acknowledges and agrees that the Beta Services may include features, applications, bots, and other functionalities based on artificial intelligence and machine learning data models. Granicus may collect and use data of Client’s interaction with, or use of AI in order to improve the Beta Services or provide the Beta Services to Client.

- 4. No Warranty.** BETA SERVICES ARE PROVIDED "AS IS." GRANICUS AND ITS THIRD-PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE BETA SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.
- 5. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL GRANICUS BE LIABLE FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, COSTS, LOSSES AND/OR EXPENSES ARISING OUT OF OR RELATED TO CLIENT'S USE OF THE BETA SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION OR LOST DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. Confidentiality.** Client acknowledges and agrees that participation in the Beta may provide Client with access to highly confidential and proprietary information of Granicus, and that any and all information related to the Beta is not subject to disclosure to any third party absent order from a court of competent jurisdiction, including via requests under government transparency regulations. All information provided to Client during the Beta must be returned to Granicus or destroyed upon expiration or termination of this Agreement for any reason.
- 7. General.**
 - a. **Governing Law.** If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Beta Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state.
 - b. Client will not assign its rights and obligations under this Beta Agreement without the prior written consent of Granicus.
 - c. If any provision of this Beta Agreement or portion thereof is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed from the Beta Agreement and the remaining provisions will remain in full force and effect.
 - d. Granicus will not be deemed in default under this Beta Agreement as a result of any delay in the performance of its obligations due to causes beyond its reasonable control.