

BETA AGREEMENT

This Beta Agreement (“**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-Firmstep and its affiliates and subsidiaries, (collectively, “**Granicus**”). This Beta 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’ license and product terms located on the [Granicus Online Portal](#) and incorporated herein by reference. In the event of a conflict between the terms of this Beta Agreement and the [Granicus Online Portal](#) terms, this Beta Agreement supersedes it 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 or other Granicus products or 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. Term, suspension and termination**
- a. Our Beta Agreement shall come into force on the commencement of the Beta Services and, unless terminated earlier in accordance with its terms, shall continue for the duration of the Beta Services after which it shall automatically expire.
 - b. Either party may immediately terminate our Beta Agreement or the provision of any of the Beta Services at any time for convenience by notice to the other.
 - c. The Supplier may suspend the provision of Beta Services (in whole or in part) at any time with or without notice.
 - d. Immediately on termination or expiry of our Beta Agreement (for any reason), the rights granted to the Client under our Agreement shall terminate and the Client shall (and shall procure that each Authorised User shall) stop using the Beta Services.
- 8. Termination or expiry of our Beta Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of our Beta Agreement that is expressly or by implication intended to continue beyond termination.**
- 9. General.**
- a. Governing Law. This Beta Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Beta Agreement, its subject matter or formation (including non-contractual disputes or claims).
 - 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.



GRANICUS

- e. The Beta Services are provided at no cost to Client. Should the Beta Services be released into general availability, Client may then purchase the commercially available version of the Beta Services at the then-current rate or other fees negotiated by the parties.

Agreed to by the Parties:

_____ (Client)

Granicus-Firmstep Limited.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____