

**PCL Enhanced (SmartGov).** Notwithstanding anything to the contrary in the Agreement, Client acknowledges and agrees to the following:

- 1. Account Setup.** To subscribe to the Products, Client must establish its account, which may only be accessed and used by Client in accordance with any number and categories of users set forth on the Order. To setup an authorized Client User ("User") within the Product, Client agrees to provide true and accurate information for such User. Each User must establish and maintain personal, non-transferable access credentials, which shall not be shared with, or used by, any other individual. Client must not create User(s) in a manner that intends to or has the effect of avoiding fees, circumventing thresholds with the Product or intends to violate the Agreement. Client acknowledges that Users that submit declarations, notifications, or Orders to the Granicus are acting on Client's behalf.
- 2. Use of Messaging Services.** Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside Granicus' control, and there is no warranty that messages will reach their intended destinations in a given time frame.
- 3. Relationship to Third Parties.** In connection with Client's use of the Product, at Client's discretion, Client may: (i) participate in third party promotions through the Product; (ii) purchase thirds party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Client's Product account, the Product, its application programming interface ("API") and a Third Party provider; (iv) receive additional functionality within the user interface of the Product through use of API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms conditions, warranties or representations associated with such third party activity, shall be solely between Client and the applicable third party. Granicus shall have no liability, obligation or responsibility for any such third party correspondence, purchase, promotion, data exchange, integration or interaction. Granicus does not warrant any third party providers or any of their products or services, whether or not such products or services are designated by Granicus as "certified", "validated", "premier" and/or any

sother designation. Granicus does not endorse any sites on the internet that are linked through the Product.

4. **InsightSoftware.** In the event Client utilizes at any point InsightSoftware within the Product the Client agrees to the following:
  - a) **DEPLOYMENT LICENSE.** This Section 4.a applies to Orders that indicate InsightSoftware has granted a Deployment License to Client. Subject to the terms and conditions of the Agreement, Client is granted during the Term (i) a non-exclusive, non-transferable, non-sublicenseable revocable right and license to install and operate the Logi Analytics Software in accordance with the Documentation, solely as part of an Integrated Product and solely in machine-readable, executable, object-code or bytecode format, as applicable, on one (1) or more computer servers that are owned or operated by or on behalf of Client for such Client's internal business purposes only, or (ii) any subset of, or lesser rights than, the foregoing rights and licenses; provided however, that no sublicense granted under this Section shall permit any Client to provide the Logi Analytics Software or Integrated Product in a time-sharing, service bureau, application service provider or software-as-a-service arrangement.
  - b) **RESTRICTIONS.** Client's access to and use of the Logi Analytics Software is restricted to machine readable, executable, object-code or bytecode form only. Client's use of the Logi Analytics Software by any third party other than the Client for internal business purposes is prohibited. Client's use of the Logi Analytics Software in any time-sharing, service bureau, application service provider or software-as-a-service arrangements or services, including any use to provide services or process data for the benefit of, or on behalf of, any third party is prohibited. Client is prohibited from the transference or conveyance of their rights or licenses in and to the InsightSoftware. Client is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Logi Analytics Software.
  - c) InsightSoftware is a third party beneficiary of Granicus' rights under the Agreement with respect to the Client's use of, or obligations with respect to, the Logi Analytics Software. with full authority to enforce such rights against the Client. InsightSoftware Disclaims any and all warranties to the Client for any losses or damages, whether direct or indirect, including

incidental or consequential damages, arising from the use of the Logi Analytics Software.

- d) Client acknowledges that it has not acquired, and shall not acquire, any right, title or interest in or to any InsightSoftware Mark. Client shall not use any mark, word or design confusingly similar to any InsightSoftware Mark and shall not register or attempt to register any InsightSoftware Mark or any trademark confusingly similar to any InsightSoftware Mark. InsightSoftware shall retain the exclusive right to apply for and obtain registrations for any InsightSoftware Mark throughout the world.