

SIMPLEVIEW TERMS AND CONDITIONS

(February 2025)

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

- a) **Accessibility**. While Granicus will encourage and support Clients in their efforts to meet guidelines, absent statutory requirements, Granicus does not cover accessibility issues introduced by third party scripts or forms, and Client generated content website accessibility implementation completed by Granicus. Granicus provides no warranties or indemnities on website accessibility and recommends review of any implementation with appropriate legal representatives.
- b) **Delivery of Content**. For the avoidance of doubt, Content as defined within this Agreement shall include any materials provided by Client, including, but not limited to any images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Content to Granicus in an electronic file format specified and accessible by Granicus (e.g., .txt, .jpg) or as otherwise specified in an applicable Order. Any services required to convert or input Content not set forth in an applicable Order may be charged additional fees. Client shall promptly deliver all Content to Granicus as required by Granicus.
- c) **Simpleview Notices**. Unless otherwise agreed to in writing by the Parties, Granicus shall have the right to place proprietary notices of Granicus and its suppliers (including hypertext links related thereto) on the Granicus Content and Services, including developer attribution and hypertext links to Granicus's website, and to change or update such notices from time to time upon notice to Client. In no event may Client remove or alter any Granicus proprietary notice from the Granicus Content or Services without Granicus's prior written consent.
- d) **Client Warranties**. Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party website(s); (b) the information provided by Client is not in any way false, misleading or contrary to law; (c) does not infringe the rights (including, without limitation, any intellectual property rights) of any person; (d) is not obscene, offensive, defamatory, personally offensive or in any way unsuitable for a person under the age of 18; and (e) does not compromise, and cannot be used for, any purpose or activity of an illegal, fraudulent or defamatory nature.