

## Live Cast Encoder (Formerly ClearCaster) Terms & Conditions

The Live Cast Encoder products are subject to the following terms:

**Permitted Use.** Granicus hereby grants during each Order Term or as otherwise specified in the Order, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Live Caster products to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Live Caster products up to the levels limited in the applicable Order.

**Data Sources.** Data uploaded into Live Caster products must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into the Live Caster products without Granicus' written permission and professional services support for list cleansing.

**Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the the Live Caster products accessed through Client's passwords.

**Content.** Client can only use the Live Caster products to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

**Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

**Advertising.** The Live Caster products shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus.

**Restrictions.** Client shall not:

- Misuse any Granicus resources or the Live Caster products or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus customers;
- Use the Granicus products, services or the Live Caster products in a manner in which system or network resources are unreasonably denied to other Granicus customers;
- Copy, distribute, sublicense, or otherwise share software provided on the Live Caster products;
- Disassemble, decompile, or otherwise reverse engineer all or any portion of the Live Caster products; or add or remove software on the Live Caster products without Granicus consent;
- Use the Live Caster products for any unlawful purposes;
- Export or allow access to the Live Caster products in violation of U.S. laws or regulations;
- Except as expressly permitted in the Order, subcontract, disclose, rent, or lease the Live Caster products, or any portion thereof, for third party use; or
- Modify, adapt, or use the Live Caster products to develop any software application intended for resale.

**Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Live Caster products. Granicus may use such submissions as it deems appropriate in its sole discretion.

**Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Live Caster products and associated documentation including all related intellectual property rights. Further, no implied licenses are granted to Client.

**License to Content; Access.** Client hereby grants Granicus and its third-party licensors a limited right and license to view, access, use, modify, adapt, reproduce, transmit, distribute, display, and disclose Content for the sole purpose of providing the Live Caster products. Client agrees that Granicus and its third-

party licensors may remotely access the Live Caster products for the sole purpose of providing Granicus products and services and the Live Caster products.

**Warranties and Disclaimers.** Notwithstanding anything to the contrary in the Agreement, the Live Caster products are provided "AS IS" and as available. EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER GRANICUS NOR ITS THIRD-PARTY LICENSORS WARRANT THAT THE LIVE CASTER PRODUCTS WILL MEET CLIENT'S REQUIREMENTS NOR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

Notwithstanding the foregoing and subject to payment of all applicable fees, Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

