

Addendum: Licensed Granicus AI Systems

To the Granicus Subscription Agreement (the “Agreement”)

1. Purpose and Scope

1.1 Purpose. This Addendum sets out additional terms that apply where Granicus makes available features that generate, classify, transform, predict, recommend or otherwise process inputs to produce outputs using machine-learning or other artificial intelligence techniques (“AI Functionality”).

1.2 Scope. This Addendum forms part of the Agreement and applies to Customer’s access to and use of AI Functionality identified in an Order or Documentation. Capitalized terms not defined here have the meaning given in the Agreement.

2. Definitions

- **“AI Response”** means the answer or resolution resulting from the request submitted by the user to the AI Functionality .
- **“Customer Inputs”** means prompts, data, instructions, configuration, or other content provided by Customer or its Users for use with the AI Functionality.
- **“Foundation Model”** means a third-party model trained on broad data that can be adapted to a wide range of downstream tasks that is included as part of the AI Functionality.
- **“Sensitive Use”** means any use that (i) requires regulatory certification, validation, or approval of the AI Functionality under Applicable Law; or (ii) could reasonably be expected to cause material harm if erroneous (including automated decisions with legal, physical, or similarly significant effects on individuals).

3. Nature of AI; Appropriate Oversight

3.1 Non-determinism. Customer acknowledges the AI Functionality is probabilistic and may produce inaccurate, misleading, biased, or incomplete AI Results; identical inputs may yield different AI Results.

3.2 Oversight. Customer will apply oversight and review appropriate to its context and tolerance for error and will not rely on AI Results as the sole source of truth for decisions where errors could cause material harm.

3.3 Use-Case Responsibility. Customer is responsible for selecting the AI Functionality for its intended purposes and using it in accordance with Applicable Law and the Documentation.

4. Sensitive and Prohibited Uses

4.1 Sensitive Uses. Customer will not use AI Functionality in any Sensitive Use unless expressly agreed in an Order and subject to any additional terms and fees as agreed to by the parties in writing.

4.2 Prohibited Uses. Customer must not use AI Functionality to: (a) violate Applicable Law; (b) intentionally create malware, exploit vulnerabilities, or cause harm; (c) circumvent safety measures, rate limits, or content filters.

5. Data Protection and Compliance Allocation

5.1 Roles. To the extent Granicus processes personal data on Customer's documented instructions via the AI Functionality, Customer acts as controller and Granicus as processor; the Agreement's Data Processing Addendum ("DPA") applies. Customer will not instruct Granicus to process special category or criminal-offense data unless expressly agreed in an Order and the DPA.

5.2 Customer Inputs. Customer represents and warrants it has all necessary rights, consents, and notices for Customer Inputs and that Customer Inputs do not infringe third-party rights or Applicable Law.

5.3 Transparency & Impact Assessments. As between the parties, Customer is responsible for any end-user transparency, notices, and impact/risk assessments required for its use cases.

6. Third-Party Models and Components

6.1 Third-Party Models. AI Functionality may call or incorporate Foundation Models or other third-party services. Granicus does not control third-party model training data, parameters, or behavior and is not responsible for their availability or outputs. Customer's use may be subject to third-party terms incorporated into the Agreement by Granicus.

6.2 Open-Source/Datasets. AI Functionality may rely on open-source software or datasets; Granicus provides no warranties for such components beyond those expressly stated in the Agreement.

7. Output Rights and Responsibility

7.1 Rights in AI Response. As between the parties and to the extent permitted by law, Granicus assigns (or where assignment is not possible, grants) to Customer all right, title, and interest Granicus may have in AI Responses generated from Customer Inputs, excluding Granicus Materials and underlying models.

7.2 Granicus Materials. Granicus retains all right, title and interest in and to any and all models, algorithms, prompts, system instructions, tools, templates, theories, know-how, inventions, discoveries (whether or not patentable), methodologies, model weights, training data, internal model parameters and Documentation (collectively, the "Granicus Materials").

7.3 Customer Responsibility. Customer is solely responsible for (a) reviewing AI Responses for accuracy, completeness, and suitability; and (b) complying with Applicable Law and third-party rights when using or distributing AI Responses.

8. AI-Specific Warranty Disclaimer

8.1 “As Is.” To the maximum extent permitted by law, the AI Functionality and AI Responses are provided “as is” and “as available.” Granicus disclaims all warranties, express, implied, or statutory, including as to accuracy, reliability, non-infringement (as to AI Responses), merchantability, and fitness for a particular purpose.

8.2 No Professional Advice. AI Responses do not constitute legal, medical, financial, or other professional advice.

9. Service Levels; Model Changes

9.1 SLA Scope. Service levels do not apply to Foundation Models or preview/beta AI features.

9.2 Updates/Deprecation. Granicus may update, replace, or deprecate portions of the AI Functionality to improve safety, quality, or compliance. Granicus will use reasonable efforts to avoid material degradation of core functionality and will give reasonable notice of material deprecations.

10.

Improvements

10.1 Limited Improvements. Granicus may use Customer Inputs and telemetry to maintain and improve the Services, including AI Functionality, subject to the Agreement and DPA. Granicus will not use Customer Inputs to train Foundation Models.

11. Benchmarking and Safety

11.1 Benchmarking. Customer will not publish benchmarks or performance tests of AI Functionality without Granicus’ prior written consent, except where prohibited by Applicable Law.

11.2 Safety Reporting. Customer will promptly notify Granicus of harmful or unsafe results encountered in production use.

12. Indemnities (AI-specific allocation)

12.1 Customer Indemnity. To the extent permitted by law, Customer will indemnify, defend, and hold harmless Granicus from third-party claims to the extent arising from (a) Customer Inputs (including alleged infringement or unlawful processing); (b) Customer’s use of AI

Responses in violation of Section 4 or Applicable Law; or (c) Customer's distribution or modification of AI Responses.

12.2 Supplier IP Indemnity—Clarification. Any Granicus IP indemnity in the Agreement applies to the AI Functionality as delivered by Granicus, but not to AI Results or combinations with Customer Inputs or third-party content.

13. AI-Specific Limitations of Liability

13.1 Exclusions. To the maximum extent permitted by law, Granicus has no liability for: (a) errors or omissions in AI Responses; (b) decisions or actions taken by Customer or others based on AI Responses; (c) loss arising from Customer Inputs, configurations, or instructions; (d) use of beta/preview AI features; or (e) Foundation Models or any other third-party services or datasets.

13.2 Cap. Any liability of Granicus arising out of or in connection with the AI Functionality or AI Responses is subject to the Agreement's aggregate liability cap and, in any event, will not exceed the greater of: (i) the cap stated in the Agreement; or (ii) the Fees paid or payable for the AI Functionality in the twelve (12) months preceding the event giving rise to the claim, excluding amounts that cannot lawfully be limited.

13.3 Indirect Loss. Granicus disclaims liability for loss of profits, revenue, business, goodwill, or anticipated savings, and for indirect or consequential loss, to the extent permitted by law.

14. Regulatory Change and Cooperation

14.1 Change in Law. Granicus may modify AI Functionality, Documentation, or safety controls to comply with Applicable Law or regulator guidance. If such changes materially reduce core functionality, Customer may terminate the affected feature on notice and receive a pro-rated refund of pre-paid fees for the affected period as Customer's sole remedy.

14.2 Cooperation. The parties will reasonably cooperate to address substantiated regulatory inquiries relating to Customer's use; Granicus is not required to disclose trade secrets, model weights, or confidential information beyond what is reasonably necessary.

15. Order of Precedence; Construction

15.1 Precedence. If there is a conflict between this Addendum and the remainder of the Agreement, this Addendum controls for AI Functionality and AI Responses. Otherwise, the Agreement governs.

15.2 No Expansion of Indemnities. Except as expressly stated, nothing in this Addendum expands Granicus' indemnity obligations.

15.3 No Waiver of Restrictions. Restrictions in the Agreement (including those prohibiting reverse engineering, competitive use, or service-bureau activity) apply equally to AI Functionality.

16. Survival

Sections 3–7 and 10–15 survive expiry or termination of the Agreement to the extent relating to AI Functionality used during the Term.