

## GridClue™ Beta Test Agreement

This Beta Test Agreement is between you as an individual user and the Foundation for Resilient Societies (“Resilient Societies”), a 501(c)(3) nonprofit domiciled in the State of New Hampshire for the use of GridClue™, a web application for the purpose of analyzing generation resource adequacy for the U.S. electric grid.

1. **Limited License.** In consideration of your use of GridClue as a beta tester, Resilient Societies grants you a limited, non-exclusive, nontransferable license to use GridClue during the term of the beta test period solely for the purposes of testing and evaluation.
2. **No Sharing of Login Credentials.** You agree to not share your username and password with others, even if they are affiliated with your organization. Additional users must be invited by Resilient Societies to be beta test users. Logins and associated IP addresses are tracked. Abuse of login credentials may result in termination of your beta test access in addition to any other remedies in law.
3. **Use of GridClue Data and Images.** While GridClue and its data are intended for eventual use in public policy development, errors are to be expected during the beta test. Accordingly, you agree to refrain from publicly disseminating data and images obtained from GridClue during the beta test period.
4. **Data Sources and Processing Routines.** The data sources for GridClue include public data from the U.S. Energy Information Administration, the U.S. Department of Commerce, the U.S. Department of Homeland Security, the Federal Energy Regulatory Commission, other government agencies, and other public sources. This data, our collection processes, and the associated GridClue analysis routines may result in errors and omissions. YOU AGREE THAT RESILIENT SOCIETIES SHALL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS IN GRIDCLUE DATA AND ITS PROCESSING ROUTINES.
5. **Beta Test Feedback.** You agree to give feedback on GridClue to Resilient Societies, including submission of bug reports and completion of a survey at the end of the test period. You further agree that Resilient Societies will be the sole owner of any enhancements that may result from your feedback during the beta test period.
6. **Lawful Use.** You agree to not use GridClue for any purpose that is illegal and further agree to indemnify Resilient Societies from damages caused by any use for an illegal purpose.
7. **U.S Export Laws.** You shall comply in all respects with all U.S. export laws as administered by the International Trade Administration of the U.S. Department of Commerce.
8. **Warranties.** GRIDCLUE MAY CONTAIN ERRORS AND IS PROVIDED FOR TEST AND EVALUATION PURPOSES ONLY. GRIDCLUE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. RESILIENT SOCIETIES SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Miscellaneous.** This Agreement shall be governed by the laws of New Hampshire. This is the entire agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.