

## 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 the GridClue™ web application.

1. **Web Application.** GridClue is a web application for the purpose of analyzing generation resource adequacy for the U.S. electric grid and other electric grid metrics.
2. **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.
3. **No Sharing of Login Credentials.** If you become an “Account” user, you agree to not share your username and password with other parties, even if they are affiliated with your organization. If you are an Account user and apply for “Analyst” or “Policymaker” enhanced access, upgrade is within the sole discretion of Resilient Societies. Sharing of login credentials may result in termination of your access to GridClue.
4. **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 period. Accordingly, you agree to refrain from posting or otherwise publicly disseminating data and images obtained from GridClue during the beta test period.
5. **Data Sources and Processing Routines.** The data sources for GridClue include public data from the U.S. Energy Information Administration, the U.S. Environmental Protection Agency, 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.
6. **Beta Test Feedback.** You agree that Resilient Societies will be the sole owner of any enhancements that may result from your feedback as a beta tester. If you are an upgraded “Analyst” or “Policymaker” user, you further agree to give feedback on GridClue to Resilient Societies consisting of completion of a survey at the end of the beta test period.
7. **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 illegal purposes.
8. **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.
9. **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.
10. **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.