Granicus Master Subscription Agreement

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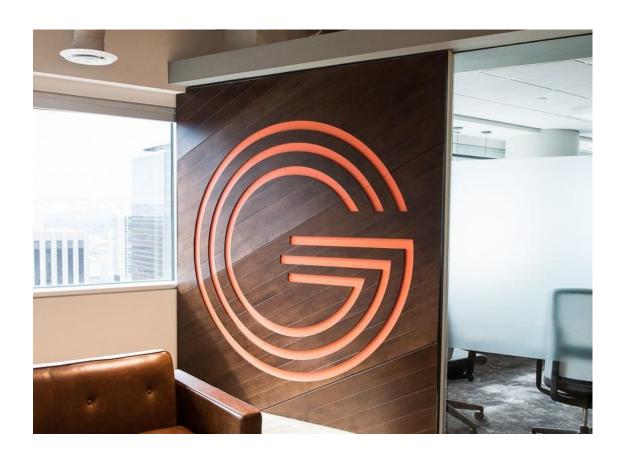
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UK Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is effective as of the date last signed below (**"Effective Date"**) between Client ("**Client**") and Granicus Firmstep Ltd., Company Number 04283951, ("**Granicus**").

1. Definitions

For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products.

"Products" means the online or cloud subscription services, on premise software, and embedded software licensed to Client, and hardware components purchased by Client under this Agreement;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client pursuant to this Agreement;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW;

"Statement of Work" "SOW" means any statement of work entered by the Parties pursuant to which Granicus provides certain Services to Customer in accordance with the Agreement.

"Transactional Document" means any Statement of Work, Order or other form of purchase agreement entered into pursuant to the Agreement and any schedules or other attachments thereto

2. Intellectual Property Ownership and Use Rights

a) *Intellectual Property Ownership.* *Granicus and its licensors own all IP Rights in the Products. Client and its authorised users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by Granicus or its licensors.*

b) *License to Products. Granicus hereby grants Client a non-exclusive, non-transferable, non-assignable, limited right license to access and use the Products identified in the Order during the Term set forth therein for its own internal business purposes. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products can be found in* Schedule 2 *below and are hereby incorporated into this Agreement by reference. Granicus reserves all right, title and interest in and to all Granicus Products, including all rights not expressly granted to Client under this Agreement.*

c) *Third Party Contractors. Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of*

such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** *Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing Services subject to this Agreement.*

e) **Content.** *Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organisations, provided that use by Client for affiliated organisations is in support only, and not as a primary communication vehicle for such organisations that do not have their own license to the Products. Granicus is not responsible for any Content used, uploaded or migrated by Client or any third party.*

f) **Advertising.** *Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.*

g) **Restrictions.** *Client shall not:*

  (i) *Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorised entry into any other device accessible via the network or Products;*

  (ii) *Use the Products as a door or signpost to another server;*

  (iii) *Disassemble, decompile, reverse engineer or make derivative works of the Products;*

(iv) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or a Transactional Document;

(v) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(vi) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Transactional Documents have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in such Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal at least sixty (60) days prior to the end of the applicable Term of the Order. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the **"Termination Date"**), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Termination for Default.** Either party may terminate this Agreement or any Transactional Document by written notice if the other party

commits a material breach of this Agreement or a Transactional Document and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

e) *Agreement will terminate, effective upon delivery of written notice by either Party to the other Party: (a) upon the institution of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of debts of the other Party; (b) upon the making of an assignment for the benefit of creditors by the other Party; or (c) upon the dissolution of the other Party.*

f) ***Effect of Termination****. Upon expiration or termination of a Transactional Document for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Transactional Documents; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.*

g) ***Survival.*** *Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.*

4. Fees; Payment

a) **Fees.** *Client will pay all fees, costs and other amounts as specified in each Transactional Document. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of a Transactional Document will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of value added tax, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).*

b) **Payment.** *Client will remit payment of the fees due within thirty (30) days of the date specified in an accurate invoice from Granicus or its authorised reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within thirty (30) days of an undisputed invoice, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.*

c) **Purchase Orders.** *Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.*

d) Price Changes. *Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which will become effective as of the next Renewal Term. Purchases of additional Products will be at Granicus' then-current price. Licenses, subject to volume or transaction metrics, will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.*

5. Client Responsibilities

a) Content. *Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client. In addition, Content does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.*

b) Backup and Protection. *Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.*

c) Passwords. *Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.*

d) Cooperation. *Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.*

e) Third-Party Technology. *Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.*

6. Support

Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth in <u>Schedule 1</u> below. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers

a) *Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.*

b) *Warranties*

   (i) *Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.*

   (ii) *Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.*

Client's sole and exclusive remedy and Granicus 's sole obligation for Granicus's breach of the warranty in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i) (a), the indemnity in Section 10 of this Agreement; and (ii) for a breach of the warranty in Section 7.b.(ii) reperformance of the non-conforming Professional Services, provided that Customer notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus's completion of the applicable Professional Services

c) **Disclaimers.** *EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.*

8. Services

a) *Granicus will perform Services in accordance with this Agreement and the Transactional Document. Granicus is not obligated to provide any Services unless set out in a Transactional Document. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in a Transactional Document, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date in a Transactional Document. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.*

b) *Granicus grants Client a non-exclusive, non-transferable, royalty-free, license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right,*

*title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW. **"Deliverable(s)"** means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;*

c) *Any modifications to the Services must be in writing and signed by authorised representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.*

d) *If agreed to by the Parties in a Transactional Document, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.*

9. Confidentiality

During performance of the Services, each party may receive Confidential Information of the other party.

a) ***"Confidential Information"*** *means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the*

other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorised use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorised by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on

behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification

10.1 By Granicus:

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Transactional Document, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Transactional Document (a "**Claim**").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement

which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) *If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Transactional Document with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Transactional Document .*

d) *Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorised user of Client) use of any Products or Deliverables other than in accordance with this Agreement.*

e) *This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.*

10.2   By Client:

Client shall indemnify, defend, and hold harmless Granicus from and against any Losses resulting from or arising out of any Claim brought

against Granicus alleging Client's violation of applicable laws in connection with Client's use of the Content, Services or Products.

11. Limitation of Liability

a) *Except as set out in 11 (d) below, each party's total liability, in tort (including negligence), contract or otherwise relating to this Agreement and any Transactional Document, will be limited to 110% of the amount of subscription fees payable by Client to Granicus under such Transactional Document in the six (6) months preceding the claim. However, if Client has paid no fees under the terms of an Order in the twelve (12) month period preceding the date of the incident giving rise to the Claim, the aggregate liability of Granicus to Customer for such Claim shall not exceed GBP £5,000.*

b) *Except as set out in 11 (d) below, under no circumstances will either party be liable for any: (i) loss or damage to profits, sales, business, goodwill or anticipated savings; or (ii) business interruption or lost data; or (iii) punitive, special, consequential, incidental or indirect damages; even if such party has been advised of the possibility of such loss or damage.*

c) *The maximum liability set forth in Section 11(a) does not apply to: (i) Client's breach of Section 2(g) (Restrictions); (ii) Client's obligations to pay amounts due under a Transactional Document; or (iii) either party's breach of section 12(i) (Applicable Law).*

d) *Nothing in this Agreement will exclude, limit or restrict either party's liability for: (i) death or personal injury resulting from the negligence of a party; (ii) fraud or fraudulent misrepresentation; (iii); a breach of Section 9 (Confidentiality) (iv) any other cause of action which cannot be limited or excluded under applicable law. In addition, nothing in this Agreement will exclude limit, or restrict Granicus' infringement indemnification obligations set forth in Section 10 (Indemnification).*

12. General

a) ***Force Majeure.*** *With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.*

b) ***Independent Contractor.*** *Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.*

c) ***Publicity.*** *Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.*

d) ***Waiver.*** *No waiver of any breach of any provision of this Agreement or a Transactional Document by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or a Transactional Document will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.*

e) **Notices.** *Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognised express carrier; (iii) First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:*

Granicus	Client
Contracts	ATTN:
15 Worship Street London EC2A 2DT	Address:
	Phone:
contracts@granicus.com	Email:

f) **Severability.** *If any provision of this Agreement, Order, or Transactional Document, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or Transactional Document will remain in full force and effect.*

g) **Assignment.** *Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided that either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger,*

stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorised representatives of both Parties.

i) **Applicable Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of England and Wales. Both Parties hereby consent and submit to the jurisdiction of the courts of England and Wales in all questions and controversies arising out of this Agreement. Both Parties hereby exclude the application of the Uniform Computer Information Transactions Act ("UCITA"), the United Nations Convention on the International Sale of Goods ("CISG"), and any law of any jurisdiction that would apply UCITA or CISG or terms equivalent to UCITA or CISG to this Agreement.

j) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

k) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

13. Law

This Agreement will be governed by the laws of England. The United Nations Convention on contracts for the international sale of goods will not apply to this Agreement. The parties hereby consent to the exclusive jurisdiction of the English courts.

14. Data Protection

If Granicus processes any personal data on the Client's behalf when performing its obligations under this Agreement, the Parties record their

intention that the Client shall be the data controller and Granicus shall be a data processor and in any such case: (a) the Client shall ensure that, to the best of the Client's knowledge, the Client is entitled to transfer the relevant personal data to Granicus so that Granicus may lawfully process the personal data in accordance with this Agreement on the Client's behalf; (b) the Parties shall comply with the data processing terms and conditions in Schedule 3 below (the "**Data Processing Addendum**").

15. Entire Agreement

This Agreement and Orders and any Transactional Document governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. Inconsistencies between documents will be resolved in the following order: (I) this Agreement; (ii) Orders and Transactional Document; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or a Transactional Document by any representations or promises not specifically stated herein.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement. Additionally, the Parties agree that: (a) this Agreement, including any transactional documents related to this Agreement, and any amendments thereto, may be signed using electronic signatures facilitated by an agreed electronic signature provider ("e-

signatures"); (b) e-signatures shall have the same effect as original signatures.

Subject to the following sentence, by affixing their respective electronic signatures hereto by means of DocuSign's electronic signature system, the signatories below acknowledge and agree that they intend to bind the respective Parties on behalf of whom they are signing. The Parties shall each nominate their signatories and their respective email addresses and, except where such nominated signatory is a victim of fraud or misrepresentation, the affixing of an electronic signature and confirmation of intent to be bound by such electronic signature emanating from such person's nominated email address shall constitute valid signature by the signatory below and shall be construed as the signatory having signed the document as an original in manuscript. Each Party warrants that the person signing this Agreement on behalf of that Party has the requisite authority to bind that Party and that they consent to electronic signature by means of DocuSign's electronic signature system.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorised representatives on the Effective Date set forth below.

Granicus	**Client**
By:	**By:**
(Authorised Signature)	(Authorised Signature)
Name:	**Name:**
(Print or Type Name of Signatory)	(Print or Type Name of Signatory)
Title:	**Title:**
Date:	**Date:**

Schedule 1

Support and Service Levels

Help Desk Services

Granicus will provide complete help desk support for administrators and customers of Granicus Solutions. Standard support will be available between 9:00am – 5:30pm, Monday-Friday (excluding UK public holidays) or via email. Emergency support is available 24/7. Enhanced support options are available across our Government Experience Cloud (GXC) packages.

Customer Support Contact

- *Portal: support.granicus.com*
- *Email: support@granicus.com*

Please submit govDelivery Communications Cloud subscriber support only requests to:

- *Portal: subscriberhelp.granicus.com*
- *Email: subscriberhelp@granicus.com*

Service Level Agreement

The Granicus response to support and service requests will be based on four (4) Service Levels:

Service Level	Standard Technical Support *	GXC Standard Technical Support *	GXC Advanced Technical Support	GXC Elite Technical Support
L1	1 Hour	1 Hour	1 Hour	30 Minutes
L2	4 Hours	4 Hours	2 Hours	1 Hour
L3	1 Business Day	12 Hours	5 Hours*	2 Hours*
L4	3 Business Days	24 Hours	12 Hours*	5 Hours*
24/7 Tech Support			L1	L1 & L2
L1 Update Frequency	24 Hours	24 Hours	24 Hours	Twice a Day
L2 Update Frequency	72 Hours	72 Hours	48 Hours	24 Hours

09:00-17:30 Monday to Friday. Target responses carry into next business day.

Resolution time will be based on the service or support request. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

The Granicus response to support and service requests will be based on four (4) Severity Levels:

Service Level	Description	Example Impact
L1	Complete unavailability of Granicus Products. No workaround is available	Multiple activities/tasks cannot proceed. Business productivity impacted for all users.
L2	Major feature of the product is not working. No workaround available	Project cannot finish. Business productivity impacted for majority of users
L3	Primary feature of the product is not working as expected. Workaround is available	No significant impact on project. Business productivity impacted for some users
L4	Incident that has a limited business impact; primary functionality is unaffected	Low business impact, transactional issue, questions, feedback

Availability

Availability is defined as the ability of users to access the Granicus Solutions services via the internet.

Granicus provides the following uptime guarantee for its products:

- *govService - 99.95%*

- *EHQ - 99.75%*

- *govDelivery & TMS – 99.00% per calendar quarter*

Notifications of any system-wide outages will occur within one hour from the time the issues are first recognised by Granicus.

Downtime is defined as any time that the Granicus Solutions services are unavailable.

A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by Granicus utilising industry standard monitoring tools

Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter. A Site Outage does not include Downtime that falls into one or several of the exclusions below:

- *Scheduled or routine maintenance*

- *Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labour strikes and other labour disturbances, power surges or failures)*

- *For **govService**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS*

Schedule 2

Product Specific Terms

Your use of the Granicus Product is governed by the additional terms set forth below. Any conflict between the terms of your agreement and these Product-Specific Terms will be resolved in favor of these terms.

govService Fair Usage

govService provides functionality to create forms and integrations in addition to providing dedicated real time reporting infrastructure within our hosted environment which can be queried by a Clients third party reporting tools. To ensure fair platform resource usage across all Clients, a monthly fair usage limit has been applied to each band as shown below. Should any individual limit regularly be exceeded within the band, Granicus reserves the right to require the Client move to the next product band or purchase an applicable submission bundle.

Band	Form Submissions	Integration Calls	Real Time Reporting Queries	Real Time Reporting Rows Extracted
1	12,000	150,000	5,000	15,000
2	25,000	275,000	10,000	30,000
3	60,000	400,000	17,000	51,000
4	90,000	550,000	22,500	67,500
5	130,000	700,000	27,000	81,000
6	175,000	850,000	31,500	94,500
7	200,000	1,000,000	50,000	150,000

govDelivery (Communications Cloud) Subscriber Network

a) *Communications Cloud, a Granicus Product, offers Direct Subscribers the opportunity to subscribe to digital communications offered by other Granicus Clients (the "Advanced Network"). When a Direct Subscriber registers on the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.*

b) *Network Subscribers are not Direct Subscribers and are only available for use while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of Client's subscription, and Client must delete all information related to Network Subscribers within fifteen (15) days of expiration or termination of Client's access to the Advanced Network. Client is permitted to send an email inviting Network Subscribers to subscribe to updates directly from Client in the last ten (10) days of Client's subscription term. Network Subscribers that do not engage with Client directly will not be included in any subscriber list provided to Client upon conclusion of Client's subscription*

govDelivery (Communications Cloud) SMS and Short Codes.

a) *Client acknowledges and agrees that when configuring SMS and short code usage, final determination of compliance with all applicable rules and regulations remains solely with the telecommunications carriers. Granicus and its third-party providers have no discretion in determining compliance or requiring or waiving modifications to Client's deployment.*

b) *Client's use of SMS and short codes are subject to the additional terms located here:* https://www.twilio.com/legal/tos

Metered Products.

Products like govDelivery, govService and EngagementHQ provide an allotment of services for some features. Examples within govDelivery include the number of subscribers, the number of topics or the number of SMS sends. Examples within govService include number of Customer Service Hub users (per seat) and number of Shared Service Portal users. Examples within EHQ include the number of admin users. Should a Clients usage exceed the allotment of services purchased across any Granicus product or feature, the Client will be responsible for the fees associated with upgrading the product licence to the next applicable band or purchasing additional licences.

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Schedule 3

Data Processing Addendum

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This Data Processing Addendum ("**DPA**") is incorporated into the Master Subscription Agreement and all related orders between Customer and Granicus and reflects the parties' agreement with regard to the processing of Data (as these terms are defined below). This DPA consists of the main body of the DPA and Appendices I-III.

Data Processing Terms

1. Definitions

"**controller**", "**processor**", "**data subject**", "**personal data**" and "**processing**" (and "**process**") shall have the meanings given in EU/UK Data Protection Law.

"**Affiliate**" means an entity which is controlling, controlled by or under common control with a party. For purposes of this definition, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Applicable Data Protection Law**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU/UK Data Protection Law.

"**Customer**" means the party which entered into the Master Subscription Agreement, or an Affiliate thereof, and signatory to this DPA.

"**Data**" has the meaning given to it in Clause 2.1.

"**DPA**" means this Data Processing Addendum.

"**EU/UK Data Protection Law**" means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "**EU GDPR**"); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "**UK GDPR**"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii) or (iii); in each case as may be amended or superseded from time to time.

"**Granicus**" means Granicus or the Affiliate thereof who has entered into the Master Subscription Agreement with the Customer.

"**Restricted Transfer**" means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not subject to an adequacy determination based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

"**Security Incident**" has the meaning given to it in Clause 2.8.

"**Self-Service Tools**" means functionality which may be made available by Granicus in the software licensed or made available to Customer which permits Customer to comply with controller obligations under Applicable Data Protection Law relevant to Customer's use of the Services.

"**Services**" means the services provided by Granicus to Customer under or in connection with the Master Subscription Agreement.

"**Master Subscription Agreement**" means (i) each applicable order for the Services Customer has purchased from Granicus; and (ii) the applicable master agreement referenced in the applicable order.

"**Standard Contractual Clauses**" means: (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"); and (ii) where the UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("**UK SCCs**").

"**TOMs**" means the security provisions set out in the Master Subscription Agreement, and as applicable the technical and organisations measures set out as an appendix to this DPA, in each case as relates to the applicable Services detailed therein if so limited.

2. Processing Of Data

2.1 Relationship of the parties: Customer (the controller) appoints Granicus as a processor to process the personal data that is the subject of the Master Subscription Agreement and as further described in Appendix I (the "**Data**").

2.2 Prohibited data: Customer shall not disclose (and shall not permit any data subject to disclose) any sensitive data (special categories) of Data or Data that imposes specific data security or data protection obligations on Granicus in addition to or different from those specified in this DPA or the Master Subscription Agreement to Granicus for processing except where and to the extent expressly disclosed in Appendix I.

2.3 Term and termination: The term of this DPA, including its Appendices, shall continue until all processing of Customer's personal data by Granicus ceases.

2.4 Purpose limitation: Granicus shall process the Data as a processor as necessary to perform its obligations under the Master Subscription Agreement, including for the purposes described in Appendix I to this DPA and strictly in accordance with the documented instructions of Customer (the "**Permitted Purpose**"), except where otherwise required by law(s) that are not incompatible with Applicable Data Protection Law. In no event shall Granicus process the Data for its own purposes or those of any third party. Each party is solely responsible for compliance with its respective obligations under Applicable Data Protection Law. The Customer shall comply with all necessary transparency and lawful requirements under Applicable Data Protection Law in order to disclose the Data to Granicus for the Permitted Purposes. Granicus shall immediately inform Customer if it becomes aware that Customer's processing instructions infringe Applicable Data Protection Law (but without obligation to actively monitor Customer's compliance with Applicable Data Protection Law). If a change in Applicable Data Protection Law prevents Granicus from processing the Data as intended by the Master Subscription Agreement, Customer will immediately stop transmission of the Data to Granicus and the parties will negotiate in good faith changes to the Service Agreement which may include but are not limited to additional services or solutions, if and when made available by Granicus. Notwithstanding anything to the contrary, data localisation laws in Applicable Data Protection Law shall not require Granicus to change the storage location of any data centres agreed in, or permitted by, the Master Subscription Agreement; provided that Granicus will negotiate in good faith commercially-reasonable changes to the storage location.

2.5 Restricted transfers: The parties agree that when the transfer of Data from Customer to Granicus is a Restricted Transfer it shall be subject to the appropriate Standard Contractual Clauses as follows:

a) *in relation to data that is protected by the EU GDPR, the EU SCCs will apply completed as follows:*
   (i)   *Module Two will apply;*
   (ii) *in Clause 7, the optional docking clause will apply;*

(iii) in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes shall be as set out in Clause 2.10 of this DPA;

(iv) in Clause 11, the optional language will not apply;

(v) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;

(vi) in Clause 18(b), disputes shall be resolved before the courts of Ireland;

(vii) Annex I of the EU SCCs shall be deemed completed with the information set out in Appendix I to this DPA; and

(viii) Annex II of the EU SCCs shall be deemed completed with the TOMs.

b) in relation to data that is protected by the UK GDPR, the UK SCCs will apply completed as follows:

(i) for so long as it is lawfully permitted to rely on standard contractual clauses for the transfer of personal data to processors set out in the European Commission's Decision 2010/87/EU of 5 February 2010 ("Prior C2P SCCs") for transfers of personal data from the United Kingdom, the Prior C2P SCCs shall apply between Granicus and the Customer on the following basis:

a) Appendix 1 of the UK SCCs shall be deemed completed with the information set out under the relevant headings Appendix I to this DPA; and

b) Appendix 2 of the UK SCCs shall be deemed completed with the information set out in the TOMs; and

c) the optional illustrative indemnification clause will not apply.

(ii) where sub-clause b) of this Clause above does not apply, but Granicus and the Customer are lawfully permitted to rely on the EU SCCs for transfers of personal data from the United Kingdom subject to completion of a "UK Addendum to the EU Standard Contractual Clauses" ("UK Addendum") issued by

the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018, then:

> *a) the EU SCCs, completed as set out above in clause (a) of this Clause shall also apply to transfers of such Data, subject to sub-clause (B) below;*
>
> *b) the UK Addendum shall be deemed executed between the transferring Customer and Granicus, and the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of such Data.*

> *(iii) If neither sub-clause b) or sub-clause b)c) of this Clause applies, then Granicus and the Customer shall cooperate in good faith to implement appropriate safeguards for transfers of such Data as required or permitted by the UK GDPR without undue delay.*

> *c) in the event that any provision of this DPA contradicts, directly or indirectly, the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.*

2.6 Onward transfers: Granicus shall not participate in (nor permit any subprocessor to participate in) any other Restricted Transfers of Data (whether as an exporter or an importer of the Data) unless the Restricted Transfer is made in full compliance with Applicable Data Protection Law. Subject to the provisions in Clause 2.10 (*Subprocessing*), where a Restricted Transfer is protected by the UK GDPR the Customer authorises Granicus to enter into UK SCCs on its behalf.

2.7 Confidentiality of processing: Granicus shall ensure that any person that it authorises to process the Data (including Granicus's staff, agents and subprocessors) (an "**Authorised Person**") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Data who is not under such a duty of confidentiality. Granicus shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.

2.8 Security: Granicus shall implement and maintain appropriate technical and organisational measures as set out in the TOMs to protect the Data from accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access (a "**Security Incident**").

2.9 Updates to security measures: The technical and organisational measures are subject to technological progress and advancements. As such, Granicus may implement alternative, adequate measures which meet or exceed the security level of the measures described in the TOMs.

2.10 Subprocessing: Customer consents to Granicus engaging Granicus Affiliates and third party subprocessors to process the Data for the Permitted Purpose provided that: (i) Granicus maintains an up-to-date list of its subprocessors that may process personal data. These lists are available upon request via Customer's normal contacts for the applicable Services or may be published in the documentation portal for the applicable Service, and Granicus shall update them with details of any change in subprocessors at least 10 days' prior to any such change; (ii) Granicus imposes data protection terms on any subprocessor it appoints that protect the Data, in substance, to the same standard provided for by this DPA; and (iii) Granicus remains liable for any breach of this DPA that is caused by an act, error or omission of its subprocessor. Customer may object to Granicus's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Granicus will either not appoint or replace the subprocessor or, if this is not possible, Customer may elect to suspend or terminate the Master Subscription Agreement (without prejudice to any fees incurred by Customer prior to suspension or termination).

2.11 Cooperation and data subjects' rights: Taking into account the nature of the processing and to the extent a response to a request cannot be achieved using the Service's Self-Service Tools available to the Customer, Granicus will provide commercially reasonable assistance to the Customer (at Customer's expense) to: (i) fulfil a Customer's obligation to respond to

data subjects' requests under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) in relation to any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. If any such request, correspondence, enquiry or complaint is made directly to Granicus, Granicus shall promptly inform Customer providing full details of the same.

2.12 Data Protection Impact Assessment: Granicus shall, which may be subject to reimbursement of Granicus's then-current hourly fees, provide Customer with all such reasonable and timely assistance as Customer may require in order to conduct a data protection impact assessment in accordance with Applicable Data Protection Law.

2.13 Deletion or return of Data: Upon termination or expiry of the Master Subscription Agreement, Granicus shall destroy all Data (including all copies of the Data) in its possession or control, except as otherwise stated in the Master Subscription Agreement. This requirement shall not apply to the extent that Granicus is required by any applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, in which event Granicus shall isolate and protect the Data from any further processing except to the extent required by such law until deletion is possible.

2.14 Data records: Documentation materials that serve as evidence that Data was processed in a proper manner consistent with the stipulations of this DPA may be stored by Granicus after termination of this DPA in accordance with the applicable retention periods.

2.15 Audit:

a) *Customer may perform due diligence reviews to evaluate Granicus's compliance of its obligations under this DPA, at its own expenses by itself or by a certified auditor. Customer shall provide at least 60 days, prior written notice of its intention of doing so and Granicus shall make available all information reasonably necessary to demonstrate*

such compliance, and shall allow for and contribute to audits, including inspections, by Customer. Such audits shall be conducted during regular business hours and Customer shall ensure that it does not disrupt the regular operations of Granicus. Customer questionnaires and self-assessments must be sent to the Sales Engineering team at salesengineering@granicus.com, including all requirements and expectations. Customer will not exercise its audit rights more than once in any twelve month period (in aggregate with any information rights in the Master Subscription Agreement), except (i) if and when required by instruction of a competent data protection authority; (or) if Customer believes a further audit is necessary due to a Security Incident suffered by Granicus. For any audit or right of access exercised under this section, the SCCs or any similar right granted by law, Granicus will not be required to provide information, evidence or access of any kind that includes other customers' information, and to preserve the rights, confidentiality, security, and data integrity of other customers.

b) *Alternatively at Granicus's discretion and if available for the applicable Service, Granicus may satisfy its obligations under this Clause (Audit) (and any similar obligations under the Standard Contractual Clauses) by presenting a summary copy of its SOC 2 Type II, PCI-DSS, ISO 27001, HIPAA/HITRUST, FedRAMP, NIST 800 rev 4 audit or certification report(s) to Customer, which reports shall be subject to the confidentiality provisions of the Master Subscription Agreement.*

c) *Customer shall be responsible for all costs and fees, including all reasonable costs and fees for any and all time Granicus expends for any such audit.*

2.16 Governing law: This DPA shall be governed by the laws of same jurisdiction as agreed in the Master Subscription Agreement.

Accepted And Agreed To:

Granicus

Signature _____

Print Name:_____

Date:_____

Client

Signature _____

Print Name:_____

Date:_____

Appendix I

Data Processing Description

This Appendix I forms part of the DPA and describes the processing that the processor will perform on behalf of the controller.

List of Parties

Controller(s) / Data exporter(s): [*Identity and contact details of the controller(s) /data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

1.	Name:	[Customer name]
	Address:	
	Contact person's name, position and contact details:	
	Activities relevant to the data transferred under this DPA:	The Services
	Role (controller/processor):	Controller

[**Drafting note:** Add more tables as needed depending on how many controller / data exporter parties there are.]

Processor(s) / Data importer(s): [Identity and contact details of the processor(s) /data importer(s), including any contact person with responsibility for data protection]

1.	Name:	[Granicus contracting entity's name]
	Address:	
	Contact person's name, position and contact details:	For general matters: Granicus's Data Protection Office at privacy@granicus.com For security matters: Granicus's Information Security Office at security@granicus.com
	Activities relevant to the data transferred under this DPA:	
	Role (controller/processor):	Processor

[**Drafting note:** *Add more tables as needed depending on how many processor / data importer parties there are.*]

Description of Transfer

Categories of data subjects whose personal data is transferred:	[Insert details e.g. end users]
Categories of personal data transferred:	Personal categories of data may include: Personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords; information concerning family, lifestyle and social circumstances including age, date of birth, marital status, number of children and name(s) of spouse and/or children; employment details including employer name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualification, identification numbers, and business contact details; financial details; goods and services provided; unique IDs collected from mobile devices, network carriers or data providers; IP addresses and online behaviour and interest data.
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:	N/A
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	Continuous
Nature of the processing:	As required to perform the Services, and may include but is not limited to organisation, structuring, storage, adaptation or alteration, retrieval, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure and destruction.

Purpose(s) of the data transfer and further processing:	For processing in Processor software solutions, support and maintenance, and development, in each case as permitted in the Master Subscription Agreement.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	As detailed in the Master Subscription Agreement.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	As permitted by the Master Subscription Agreement. In particular, transfers to hosting subprocessors may be required for storage and remote data processing, and shall be for a nature and duration as permitted by the Master Subscription Agreement.

Competent Supervisory Authority

Identify the competent supervisory authority/lies in accordance (e.g. in accordance with Clause 13 of the EU SCCs)	Ireland Data Protection Commission

Technical and Organisational Measures for Granicus Cloud Services (TOMs)

The following sections define Granicus current technical and organisational measures and are incorporated into the DPA. Granicus may change these at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

1. General

1.1 Granicus will:

> **1.1.2** maintain an information security program to protect information processing systems and media that contain sensitive information, from internal and external security threats and from unauthorised disclosure.

> **1.1.3** maintain an information security policy that is approved and communicated to all employees, contractors, and subcontractors. The information security policy will comply with all applicable laws, regulations, and/or mandatory industry standards.

> **1.1.4** maintain a process to review newly acquired tools/software and manage existing vendors.

> **1.1.5** maintain a risk management program to identify vulnerabilities and risks, and to remediate vulnerabilities in a timely manner.

> **1.1.6** perform periodic reviews of its information security program and its capabilities through independent third-party audits, internal and external penetration tests, and self-assessments.

> **1.1.7** maintain a software development program to ensure that code is properly reviewed and deployed, and changes go through a standard process.

1.1.8 maintain an effective process to maintain and track all physical computing and software assets in use and/or containing sensitive information.

1.1.9 ensure the network boundary will be protected using technologies such as firewalls, and monitoring tools.

1.1.10 maintain an up–to-date antivirus software at access points to the company network (for e-mail accounts), as well as on all file servers and all workstations.

1.1.12 maintain contingency plans to protect against accidental and/or unauthorised destruction or loss. All plans will be tested, at minimum, on an annual basis.

1.1.13 perform regular backup processes to provide restoration of business-critical systems as and when necessary.

1.1.14 maintain a data retention and data deletion process.

1.1.15 maintain a risk management program to identify vulnerabilities and risks, and ensure vulnerabilities are remediated in a timely manner.

1.1.16 maintain adequate system and application-level logging.

1.1.17 ensure that access to products, services and Client Personal Data by Granicus personnel is restricted on a strictly need to know basis and that all Granicus' personnel who are granted such access have completed appropriate security training in line with the Granicus Data Privacy policy.

2. Physical and Logical Access

Granicus will maintain an effective process to control and secure access to the data processing system(s) and sensitive information resources leveraging secure authentication, and authorisation mechanisms:

2.1 Document procedures for granting and revoking access to Granicus information resources.

2.2 Access restrictions will be based on role and need-to-know and least privilege principles.

2.3 All access will be assigned using a unique identifier (User ID) and will be required to meet the password complexity requirements in accordance with NIST 800-53.

2.4 Granicus will ensure that a password has a minimum of eight characters and contains at least two of the following parameters: (i) alphanumeric characters; (ii) uppercase and lowercase characters, and; (iii) special characters.

2.5 authorisation levels will be used when granting access to sensitive information resources, including those storing and processing personal information in accordance with the Granicus Information Security policies.

2.6 All privileged access to production will be controlled by adequate security controls.

2.7 User access will be documented and reviewed on a periodic basis, based on risk.

Granicus will ensure that unauthorised persons are prevented from gaining physical access to premises, buildings, or rooms where data processing systems that process or use Personal Data are located:

2.8 Granicus protects its information resources and physical facilities using the adequate physical and logical controls in accordance with the Granicus Information Security Policies.

2.9 In general, buildings are secured through access control systems (e.g., smart card access system).

2.10 As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management

2.11 Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.

2.12 Access rights are granted to authorised persons on an individual basis according to the System and Data Access Control measures (see below). This also applies to visitor access. Guests and visitors to Granicus buildings must register their names at reception and must be accompanied by authorised Granicus personnel.

2.13 Granicus employees and external personnel must wear their ID cards at all Granicus locations.

2.14 All data centres adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures to prevent equipment and data centre facilities from being compromised. Only authorised representatives have access to systems and infrastructure within the data centre facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.

2.15 Granicus and all third-party data centre providers log the names and times of authorised personnel entering Granicus's private areas within the data centres.

3. Data Transmission Control

Except as necessary for the provision of the Cloud Services in accordance with the Services Agreement, Granicus will ensure that Personal Data will

not be read, copied, modified, or removed without authorisation during transfer. Where data carriers are physically transported, adequate measures will be implemented at Granicus to provide the agreed-upon service levels (for example, encryption and lead-lined containers):

3.1 Personal Data in transfer over Granicus internal networks will be protected according to the Granicus Information Security Policies.

3.2 When data is transferred between Granicus and its Customers, the protection measures for the transferred Personal Data will be mutually agreed upon and made part of the relevant agreement. This applies to both physical and network-based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of Granicus-controlled systems (e.g., data being transmitted outside the firewall of the Granicus data centre).

4. Job Control

Granicus will ensure that Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the Master Subscription Agreement and related instructions of the customer. Granicus takes the following measures:

4.1 Granicus will use controls and processes to monitor compliance with contracts between Granicus and its customers, subprocessors or other service providers.

4.2 In accordance with Granicus Information Security Policies, Personal Data will require at least the same protection level as "confidential" information according to the Granicus Information Classification standard.

4.3 All Granicus employees and contractual subprocessors or other service providers will be contractually bound to respect the confidentiality of all sensitive information including trade secrets of Granicus customers and partners.

5. Data Separation Control

Granicus employs technical measures to ensure that data is properly segregated:

5.1 Where feasible, Granicus will use the technical capabilities of the deployed software (for example: multi- tenancy, or separate system landscapes) to achieve data separation among Personal Data originating from multiple customers.

5.2 If Personal Data is required to handle a support incident from Customer, the data is assigned to that message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

6. Data Integrity Control

Granicus ensures that Personal Data remains intact, complete, and current during processing activities.

7. Security Incidents and Reporting

Granicus will maintain a process to receive input regarding potential security incidents and violations. Granicus will respond and report to actual incidents in accordance with the Granicus Incident Response Plan and Information Security Policies.