

**E-TOURISM SOLUTION:
DESIGN, SUPPORT, HOSTING AND TRAINING AGREEMENT**

BETWEEN

CLIENT

and

GRANICUS-FIRMSTEP LIMITED

e-Tourism Solution: Design, Support and Hosting Agreement

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This Contract is made on the [] between:

(1) **Granicus-Firmstep Limited** having its principal place of business at 7 Harp Ln, London, England, EC3R 6DP ("**Granicus**"); and

(2) **Client Name**, of Address ("**Client**");

The Parties agree that:

1. Definitions:

1.1 In this Contract the following words shall have the following meanings:

"Appendices" means the appendices appended to this Contract;

"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.

"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 by Client or on Client's behalf. Content expressly excludes Granicus Data.

"Contract" means this contract including and the Appendices and schedules and any documents attached to this Contract;

"Contract Date" means the date this Contract was made;

"Contract Year" means a period of 12 months, commencing on the Contract Date or any anniversary of it;

"Costings" means the costings set out in Appendix 7;

"CPI" means the Consumer Prices Index (All Items) as published by the Office for National Statistics, from time to time, or failing such publication, such other index as the Parties may agree, or as determined in accordance with Clause 20 (Governing Law) to most closely resemble such index;

"Deliverables" means any documentation, software (including, but not limited to: website layout, graphics and coding), know-how or other works created or supplied by Granicus (whether alone or jointly) in the course of supplying the e-Tourism Solution (or eTS and/or providing the Services, but excluding the Materials;

"Destination Web-Sites" means the websites listed in Clause 0 of this Contract;

"DMO Clients" means Destination Management Organisations that are clients of Granicus

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“DPL” the UK DPL and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party;

“eTS” means the e-Tourism Solution as defined in Clause 0 of this Contract;

“Force Majeure Event” means any event, occurrence, circumstance, matter or cause after the date of this Contract of:

- (a) electrical outages or failure of third-party internet service providers unless the source or cause of the outage or failure is as a result of any act by the Party concerned or any breach of the terms of this Contract; any computer virus, worm, denial of service attack or
- (b) pressure waves caused by devices travelling at supersonic speeds,
- (c) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- (d) fire, flood, earthquake or any disaster; and
- (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available;

but excluding:

- i) any industrial dispute relating to the Granicus, or any other failure in Granicus's supply chain; and
- ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and
- iii) any failure or delay caused by a lack of funds which directly causes either Party to be unable to comply with all or a material part of its obligations under this Contract.

“Go-Live Date” means the date the website is live at the Client's domain;

“Good Industry Practice” means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Client, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;

“Initial Term” is the period of **three years** commencing on the Start Date and ending at midnight on the **DD/MM/YYYY**;

“Intellectual Property Rights” means copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software (including, but not limited to: website layout, graphics and coding), database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

“Materials” means the written and photographic content provided to Granicus by the Client from time to time for use within the eTS;

“Parties” means each of the Client and Granicus and **“Party”** means either of them.

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“Renewal Term” has the meaning given to it in Clause 4.2 of this Contract;

“Service Desk Software” means the software used by the Support Team to conduct their operation.

“Granicus Data” means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies

“Granicus’s Representative” means the signatory of this Contract on behalf of Granicus and any such other person as may be notified in writing to the Client to act on behalf of Granicus for the purposes of the Contract;

“Support Request” means any call raised by the Client to the Support Team through the Service Desk Software;

“Services” means all or any of the support services and the web hosting services to be provided under the Contract;

“Start Date” means the **DD/MM/YYYY**;

“SOW” means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

“Term” has the meaning given to it in Clause 4.2 of this Contract;

“UK DPL”: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“Web Advertising Provider” means the company contracted by Granicus to provide the Web Advertising Service

- 1.1 The Appendices and schedules form part of the Contract and breach of any provision of such Appendices and schedules shall be deemed breach of the Contract.
- 1.2 The Contract constitutes the entire understanding between Granicus and the Client in relation to the subject matter of the Contract and supersedes all prior contracts, undertakings, representations and negotiations whether oral or written except that nothing in this Clause 1.2 shall exclude or restrict liability for fraudulent or fundamental misrepresentations.
- 1.3 The clauses of the Contract shall prevail over the Appendices and schedules in the event and to the extent of any conflict or inconsistency between them.
- 1.4 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.

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- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.
- 1.10 A reference to writing or written includes e-mail.
- 1.11 Any obligation in this Contract on a person not to do something includes an obligation not to agree that thing to be done.
- 1.12 A reference in this Contract to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Contract) from time to time.
- 1.13 References to clauses, Appendices and schedules are to the clauses, appendices and schedules of this Contract and references to paragraphs are to paragraphs of the relevant schedule.
- 1.14 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Appointment

- 2.1 The Client appoints Granicus to supply the e-Tourism Solution ("**eTS**") comprising of the following:

Destination Management System Core Components

- Product Management System
- Consumer CRM
- Business CRM
- Management Reporting

Destination Management System Additional Modules

- Channel Validation
- Consumer Import Tool
- Events Submission and Approval Module
- Events Submission Module with DataThistle Integration
- Extranet Moderation
- Mail Minder e-Campaign Management System
- Product Submission Forms

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- Sales and Membership Module
- Web Services (RESTful API)

Web Site Related Core Components

- Granicus Content Management System
- Destination Web Sites

www.visitxxxxxxxxxxn.com

Add channel site URLS

Web Site Related Additional Modules

- Audio Eye Accessibility Tool
- Banner Ad Management System
- Blog
- Cookie Preference Tool
- DTN
- Digital Asset Management System
- Dynamic Content
- e-Shop
- Map Publisher
- Microsite Builder
- Survey Builder
- Routes and Trails
- RSS Feeds
- SSL Certificate
- Trails Collection Widget
- UGC

CRM Related Components

- Granicus CRM

Widgets

- Live Chat
- Trip Advisor Widget

SEO Related Services

- SEO Starter Package
- SEO Starter Plus Package
- SEO Advanced Package
- SEO Enterprise Package

Booking Options

- Online Booking through Online Travel Agencies (Appendix 11)
- TXGB Experiences (without polling)

2.2 The Client appoints Granicus as its web designer in relation to the eTS pursuant to the terms set out in Appendix 1.

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- 2.3 The Client appoints Granicus as its web developer in relation to the eTS pursuant to the terms set out in Appendix 2. The project schedule for these Services is set out in Appendix 2.
- 2.4 The Client appoints Granicus as its trainer in relation to the eTS pursuant to the terms set out in Appendix 3.
- 2.5 The Client appoints Granicus to support the Granicus eTS pursuant to the support terms set out in Appendix 4.
- 2.6 The Client appoints Granicus as its hosting provider for the Granicus eTS pursuant to the terms set out in Appendix 5.
- 2.7 Granicus will supply the Client with the latest version of the eTS at the Go-Live Date. Subsequent upgrades to the eTS will be supplied to the Client by Granicus pursuant to this Contract free of charge, together with documentation and release notes. Whilst the Client will have access to the majority of features included in these releases, some may require training or modifications to websites (or both) in order to make use of them and Granicus may make a reasonable charge to facilitate this.
- 2.8 Should the Client wish to add any additional modules to the eTS then Granicus shall provide a quotation as to the current prices. Should Granicus make the Client aware of further modules for the eTS then the Client shall be entitled to purchase those at a price to be agreed. Granicus shall keep the Client informed of all new developments that affect the eTS and that might be beneficial to the Client.
- 2.9 On behalf of all its DMO Clients, Granicus has negotiated an agreement with a Web Advertising Provider whereby the Client can receive a Marketing Rebate from commercial advertising. In this agreement, any of the websites listed in this Contract can become part of the network of publishing channels used to place banner adverts for its commercial clients ("**Visit Ad Network**"). If at any time during the term of the Contract the Client gives written permission (at its absolute discretion) to show this advertising then the terms and conditions set out in Appendix 9 (Visit Ad Network Appointment) shall apply to those advertising services or such other terms as the Client and Granicus may agree in writing.
- 2.10 On the Contract Date and then on each and any anniversary of the Contract Date, the Client may agree with Granicus that it will act as the broker for a Provider Content Distribution Service to promote any Provider Content supplied by the Client and stored in the NTPD to the Distribution Channels in accordance with Appendix 10 of this Contract or such other terms as the Client and Granicus may agree in writing.

3. Provision of the Services and the Supply of the eTS

- 3.1 Any services performed by Granicus in connection with the Services shall be treated as having been performed under the terms of this Contract even if undertaken before the Contract Date.
- 3.2 Granicus shall use its reasonable endeavours to ensure that its staff are appropriately experienced, qualified and trained to perform the Services and comply with Granicus's obligations under the Contract.
- 3.3 Granicus shall not be in breach of its obligation in Clause 0 in so far as Granicus's failure to provide the Services and perform its obligations under the Contract with all due skill, care and diligence in accordance with Good Industry Practice was due to a

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direct failure by the Client to discharge its obligations as set out in paragraph 2.2 of Appendix 4 (Contacting the HelpDesk).

- 3.4 Granicus will not support the eTS on any version of the Internet Explorer browser. Granicus reserves the right to discontinue the support of older versions of any browser at the point that the supplier discontinues their support, or overall usage figures drop below 1%.
- 3.5 Granicus will not be liable for any failure of the eTS to provide any facility or function not described in the written replies and responses given under Clause 3.4 or for any failure of the eTS attributable to any modification (whether by alteration, deletion, addition or otherwise) to the eTS by persons other than Granicus or where the eTS is combined with other software or equipment without Granicus's consent.

4 Term and Term Renewal

- 4.1 The term of this Contract shall commence on the Contract Date and shall, subject to Clause 4.2, continue until the expiry of the Initial Term, unless terminated earlier in accordance with the terms of this Contract.
- 4.2 Following the Initial Term, this Contract will automatically renew for a further twelve (12) months (a "**Renewal Term**") until terminated by either Party in accordance with the terms listed in Clause 5 (the Initial Term and any Renewal Term shall together be referred to as the "**Term**").
- 4.3 Granicus reserves the right to adjust the Contract Price at the start of any Renewal Term at least in line with inflation from the effective date of the expiring term.
 - i) For the first Renewal Term, the Adjustment will be calculated from the Start Date of the Initial Term.
 - ii) For any subsequent Renewal Terms the Adjustment will be calculated from the Start Date of the previous Renewal Term.

5 Termination

- 5.1 Where the Client does not wish this Contract to automatically renew at the end of the Initial Term or any Renewal Term, it may terminate this Contract by giving a minimum of 90 days' written notice to Granicus before the date of termination of the Initial Term or the relevant Renewal Term.
- 5.2 The Client may forthwith terminate this Contract by written notice to Granicus in the event that Granicus commits any material breach of the terms or conditions of the Contract and fails to remedy such breach (unless it is a breach which entitles the Client to terminate this Contract immediately insofar as such breach is not capable of remedy) within thirty (30) days after receiving written notice requiring it so to do.
- 5.3 Granicus may forthwith terminate the Contract by written notice to the Client if the Client commits any material breach of the terms or conditions of the Contract (including but not limited to failure to pay invoices when due and payable) and fails to remedy such breach (unless it is a breach which entitles Granicus to terminate the Contract immediately insofar as such breach is not capable of remedy) within thirty (30) days after receiving written notice requiring it so to do.

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- 5.4 The Client may forthwith terminate the Contract by written notice to the other if Granicus enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver or administrator or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution is threatened or levied upon any equipment or other property of Granicus or if Granicus is unable to pay its debts in accordance with the law relating to the Contract.
- 5.5 The Client may terminate the Contract by notice in writing such notice to have effect from the date specified in it and recover from Granicus the amount of any loss resulting from such termination if:
- 5.5.1 Granicus shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Client or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Client or the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of Granicus); or
- 5.5.2 in relation to any contract with the Client, Granicus or any person employed by it or acting on its behalf has
- i. directly or indirectly offered, promised or given any person working for the Client or any elected member of the Client any financial or other advantage to induce that person to perform improperly a relevant function or activity or to reward that person for improper performance of a relevant function or activity;
 - ii. directly or indirectly requested, agreed to receive or accepted any financial or other advantage as a consequence of which a relevant function or activity in connection with this Contract will be or has been improperly performed;
 - iii. committed any offence under the Bribery Act 2010 or any offence of fraud;
 - iv. given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

6 Consequences of Termination

- 6.1 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry.
- 6.2 Subject to the provisions of this Clause 6, termination of the Contract will immediately terminate the support given under Appendix 4 and the Hosting Service Level Agreement given under Appendix 5.
- 6.3 Any accrued Rebate due under the terms of Clause 2.2 of Appendix 9 shall remain with Granicus.
- 6.4 Any accrued Rebate due under the terms of Appendix 11 shall remain with Granicus.
- 6.5 On expiry or termination of this Contract:

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- 6.5.1 all licences granted to Granicus will terminate immediately unless required for the purposes of handover assistance, when they will terminate at the conclusion of that assistance;
 - 6.5.2 all licences granted to the Client will terminate immediately unless required for the purposes of handover assistance, when they will terminate at the conclusion of that assistance;
 - 6.5.3 Granicus shall deliver to the Client all records of the Client in Granicus's possession within 30 days of termination upon request of the Client. Granicus may charge for any work involved in providing the Client with those records.
- 6.6 Granicus shall deliver to the Client or destroy (at the Client's option) all or specified records and confidential information of the Client in Granicus's possession within 30 days of expiry or termination upon request of the Client, subject to payment of Granicus's expenses reasonably incurred.

7 Contract Price and Suspension for Non-Payment

- 7.1 In consideration of the performance of Granicus's obligations under the Contract, the Client shall pay the fees set out in the Costings (the "Contract Price").
- 7.2 In addition to the fees, the Client shall pay to Granicus any value added tax chargeable on the fees subject to the provision to the Client of a proper value added tax invoice.
- 7.3 Unless otherwise agreed in the Costings, payment will be made within 28 days of receipt of an invoice.
- 7.4 Each invoice shall be submitted to the address of the Client specified in the Costings and shall contain a detailed breakdown of Services supplied.
- 7.5 Should the Client fail to pay Granicus invoices for the Costings within the 28 days required under Clause 7.3, Granicus shall be entitled to suspend the provision of its Services under this Contract until such time as payment is received in full. This clause is without prejudice to the right of Granicus to terminate this Contract for non-payment under Clause 5.3 above.

8 Statutory Obligations

- 8.1 Granicus agrees that it shall comply with all obligations imposed on it as an employer by the Employment Rights Act 1996, the Trade Union and Labour Relations (Consolidation) Act 1992, the Employment Relations Act 1999, the Equality Act 2010 and the Working Time Regulations 1998. Granicus shall have due regard to the promotion of equality of opportunity and to the elimination of unlawful discrimination in the performance of the services and discharge of the obligations under this Contract.

8.2 Data Protection

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- 8.2.1 If Granicus processes any personal data on the Client's behalf when performing its obligations under this Contract, 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 Contract on the Client's behalf; (b) the Parties shall comply with the data processing terms and conditions in Appendix 12 below (the "Data Processing Addendum").
- 8.2.2 Granicus shall comply with the Health and Safety at Work etc Act 1974 and shall ensure that Granicus staff shall comply with the Client's health and safety policies while on Client property.

8.3 Freedom of Information

- 8.3.1 Granicus acknowledges that the Client is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations and shall assist and co-operate with the Client (at its own expense) to enable the Client to comply with these information disclosure requirements.
- 8.3.2 Granicus shall and shall procure that its Sub-Contractors shall:
- (a) transfer any request for information to the Client as soon as practicable after receipt and in any event within two working days of receiving a request for information.
 - (b) provide the Client with a copy of all information in its possession or power in the form that the Client requires within five working days (or such period as the Client may specify) of the Client requesting that information; and
 - (c) provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 8.3.3 The Client shall be responsible for determining at its absolute discretion whether any information described by Granicus as commercially sensitive information and/or any other information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations; and/or
 - (b) is to be disclosed in response to a request for information.
- 8.3.4 In no event shall Granicus respond directly to a request for information unless expressly authorised to do so by the Client.
- 8.3.5 Granicus acknowledges that the Client may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:

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- (a) without consulting with Granicus; or
- (b) following consultation with Granicus and having taken its views into account;

provided always that where Clause 8.3.5 applies the Client shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give Granicus advanced notice, or failing that, to draw the disclosure to its attention after any such disclosure.

- 8.3.6 Granicus shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Client to inspect such records as requested from time to time.
- 8.3.7 Granicus acknowledges that any lists or schedules provided by it outlining confidential information are of indicative value only and that the Client may nevertheless be obliged to disclose such information in accordance with Clause 8.3.5.

8.4 Safeguarding children and vulnerable adults

- 8.4.1 The Parties acknowledge that in carrying out the Services, it is unlikely that the Granicus's employees will have contact with members of the public. However the Granicus shall be aware of (and shall procure that any subcontractor shall) the Client's 'Safeguarding Children and Vulnerable Adults Policy' which can be obtained from the Client's website or from the Client's Representative upon request.
- 8.4.2 Granicus warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by Granicus in the provision of the Services is barred from the activity they undertake in performing the Services in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

8.5 Safeguarding to Prevent Terrorism

The Granicus acknowledges that the Client has a duty under the Counter Terrorism and Security Act 2015 ("CTSA 2015") to have due regard to the requirement to prevent people from being drawn into terrorism. Granicus shall, and shall procure that its staff shall, where relevant to the provision of the Services, give all reasonable assistance and support to the Client in meeting its duty as a specified authority pursuant to the CTSA 2015 (and all regulations made thereunder) and Granicus shall have regard to the statutory guidance issued under section 29 of the CTSA 2015.

8.6 Modern Slavery

At all times Granicus shall comply, and shall procure that any Granicus staff or sub-contractors comply, with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

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9 Monitoring and review

- 9.1 Granicus shall maintain comprehensive and accurate records of work carried out in the provision of the Services and shall provide the Client with access to such records upon request.
- 9.2 If any complaint or significant concern is made or raised (whether orally or in writing) concerning the services, Granicus shall immediately investigate it in a courteous and efficient manner and take such corrective action as is appropriate. Granicus shall record details of all complaints and concerns in an electronic register and how they were resolved. The register will be freely available to the Client.

10 Intellectual Property Rights

- 10.1 All Intellectual Property Rights in the Materials and in any domain names registered by Granicus on the Client's behalf shall belong to the Client, and Granicus shall have no rights in respect of the Materials except as expressly granted under this Contract, including pursuant to the provisions of Appendix 10 or otherwise as shall be necessary for the purposes of delivery of the eTS.
- 10.2 Subject always to the provisions of Appendix 10, all Intellectual Property Rights in the Deliverables shall belong to Granicus, and the Client shall have no rights in respect of any of the Deliverables except as expressly granted under this Contract. The Client shall do or procure to be done all such further acts and things and sign or procure the signature of all such other documents as Granicus may from time to time require for the purpose of giving Granicus the full benefit of the provisions of this Clause 10.2. Granicus hereby grants the Client a non-exclusive licence of such Intellectual Property Rights for the purposes of operating the eTS, provided that such licence shall expire immediately on termination of this Agreement in any circumstances.
- 10.3 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 organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

10 Gratuities

Granicus shall ensure that no staff solicit any gratuity or tip or any other form of money taking or reward, collection or charge for any of the Services.

11 Confidentiality

- 11.1 Subject to Section 8.4 above, 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

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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.

- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.

13. Representations; Warranties, Disclaimers

- 13.1 Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 13.2 Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.
- 13.3 Granicus warranty:

Granicus warrants that the eTS when properly used will provide the facilities and functions and perform substantially as described by Granicus in the written replies and responses given by Granicus to the Client;

Granicus shall provide the Services and perform its obligations under the Contract with all due skill, care and diligence in accordance with Good Industry Practice.

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- 13.4 In the event of a breach of the warranty given in Section 13.3(i) above Granicus shall (in addition to and without prejudice to the Client's other rights or remedies howsoever arising) at its own expense using all reasonable endeavours rectify any non-conformance with the warranty by repair (by way of a patch, workaround, correction or otherwise) within a reasonable period of time (taking into account the nature of the breach that has occurred) or, at Granicus's option, replacement of the eTS in whole or in part in each case minimising any disruption to the Service. Granicus will have no liability or obligation under the warranty given in this Section 13 unless it has become aware of the breach or received written notice with full details from the Client of any non-conformance with the warranty and in any event within the first two months of the Go-Live Date.
- 13.5 **Disclaimers.** Except as expressly stated in 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.

14 Indemnification

14.1 By Granicus

- 14.1.1 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 Order or SOW, infringes a valid UK patent issued as of the date of the applicable Order or SOW (a "Claim").
- 14.1.2 To the extent permitted by applicable law, Granicus will have control of the defence 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 defence of any claim with counsel of its choosing at its own expense.
- 14.1.3 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 Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.
- 14.1.4 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 authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

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14.1.5 This section sets forth Client's sole and exclusive remedy, and Granicus's 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.

14.2 By Client:

14.2.1 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.

14.2.2 The Client shall indemnify Granicus against all damages, losses and expenses arising as a result of any action or claim that the Materials infringe the Intellectual Property Rights of a third party unless due to an error by Granicus.

15 Limitation of liability

15.1 Nothing in this Contract shall operate to exclude or limit either Party's liability for:

- (a) Breach of confidentiality (Section 11 above);
- (b) Death or personal injury caused by its negligence; or
- (c) Any breach of section 2 of the Supply of Goods and Services Act 1982;
- (d) Fraud; or
- (e) Any other liability which cannot be excluded or limited under applicable law.

15.2 Except for:

- (a) Client's obligation to pay amounts due under any Order or SOW;
- (b) Client's liability under clause 10.2; and
- (c) Granicus' indemnification obligations under clause 10,

the maximum aggregate liability of either party for all claims arising out of or in connection with this Agreement (whether in contract, tort—including negligence—or otherwise) shall not exceed the total fees paid by Client to Granicus or its reseller under this Agreement in the twelve (12) months immediately preceding the date on which the claiming party gives written notice of the claim.

If Client has paid no fees during that twelve (12) month period, Granicus' aggregate liability for such claim shall not exceed five thousand pounds (£5,000).

15.3 In no event will Granicus be liable to the Client or any other person for or in respect of any indirect or consequential loss or damage, or for any loss of data, profit, revenue, contracts or business, howsoever caused (whether arising out of any breach of this Agreement, any negligence of Granicus or any other person or otherwise), even if the same was foreseeable by, or the possibility thereof is or has been brought to the attention of, Granicus.

15.4 Granicus shall not be liable for any breach of this Agreement which results from any Force Majeure Event.

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- 15.5 Acknowledgement of Reasonableness: The parties acknowledge and agree that the limitations of liability set out in this Section are reasonable in the context of this Contract, taking into account, among other factors, the nature and price of the products and services provided, the balance of risk and reward, and the ability of the parties to obtain insurance.

16 Insurance

- 16.5 Without prejudice to Clause 13, Granicus shall at all times during the Term (and, in the case of professional indemnity insurance, for a period of 3 years thereafter) maintain insurance cover with a reputable company:
- 16.6 public liability insurance (minimum of £10,000,000 (five million pounds) per claim);
- 16.7 employers liability insurance (minimum of £10,000,000 (ten million pounds) per claim);
- 16.8 professional indemnity insurance (minimum £5,000,000 (five million pounds) per claim).
- 16.9 Granicus shall supply to the Client's Representative annually and at any other time within 14 days of request a copy of all insurance policies, cover notes, premium receipts or such other documents as may satisfy the Client that such insurance is in place.

17 Publicity and Advertising

Granicus shall not without prior consultation with and approval of the Client (not to be unreasonably withheld or delayed) seek any publicity or, without prior notification, make any announcement to the press or respond to press enquiries relating to the Contract and shall, agree any joint press releases with the Client.

18 Sub-Contracting

Granicus shall not sub-contract the provision of the Services to any person without the written consent of the Client's Representative and should such consent be given it shall not relieve Granicus from any liability or obligation under the Contract and Granicus shall be responsible for the acts, omissions, defaults or neglect of any sub-contractor and its agents or employees in all respects as if they were the acts, omissions, defaults or neglect of the Granicus.

19 No Partnership or Agency and Third Party Rights

- 19.1 Nothing in the Contract will be taken as implying any agency, joint venture, co-ownership or partnership arrangement between the Parties and at all times the only legal relationship shall be that of a service provider between the Parties.
- 19.2 Neither Granicus nor the Client shall be liable for breach of its obligations under the Contract to the extent that any such breach is caused by a Force Majeure Event but nonetheless each Party shall use all reasonable endeavours to perform its obligations under the Contract. If any of these Conditions shall become or shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect.

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- 19.3 Notices shall be in writing and shall be sent to the other Party marked for the attention of the person at the address set out for such Party in this Contract. Notices may be sent by first-class mail or facsimile transmission provided that facsimile transmissions are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above.
- 19.4 If any URL referenced in this Agreement ceases to function, becomes inactive, or is otherwise inaccessible, the Parties agree to cooperate in good faith to promptly correct or replace such URL with a functional equivalent. The Parties further agree that any such correction or replacement shall not affect the validity or enforceability of this Agreement, provided that the substantive content accessible through the updated URL remains substantially similar to that originally intended.
- 19.5 **Amendment Right:** Granicus reserves the right to amend, modify, or update the terms of this Agreement at any time and in its sole discretion. Such amendments may include, but are not limited to, changes in service offerings, pricing, usage policies, and technical requirements.
- 19.6 Notice of Changes: Granicus will provide notice of any material changes by posting the updated Terms on its website and/or by sending an email notification to the Licensee's designated account administrator at least thirty (30) days prior to the effective date of such changes.
- (i) Continued Use: The Client's continued use of the Services after the effective date of any amendments to these terms shall constitute acceptance of the amended terms. If the Client does not agree to the amended terms, the Client must discontinue use of the Services prior to the effective date of the amendments.
- (ii) Material Adverse Changes: If any amendment to these terms materially and adversely affects the Client's rights or use of the Services, the Client may, within fourteen (14) days of receiving notice of such amendment, provide written notice to Granicus of its objection. Upon receipt of such notice, Granicus shall have the option to either: (a) allow the Client to continue under the previous version of the terms for the remainder of the current subscription period, or (b) permit the Client to terminate the Agreement without penalty, subject to payment for Services rendered up to the date of termination.

20 Dispute Resolution and Governing law

If any dispute arises between the parties a meeting shall be held at which it shall be discussed and if any dispute cannot be resolved between Granicus and the Client within a month of the dispute arising, then at the instance of Granicus or the Client, it may be referred to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.

This Contract 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.

This Contract constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses,

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understandings, representations or correspondence relevant to the subject matter hereof. 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 SOW 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 SOW 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 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-authorized representatives on the Effective Date set forth below.

Signed by the Parties on the date above

Granicus-Firmstep Limited	Client
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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APPENDIX 1 – Web Design Terms and Conditions

No terms currently specified.

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APPENDIX 2 – Web Development Terms and Conditions

1 Project Schedule

- 1.1 Any projected Go-Live Date that is provided in advance of design sign-off is provisional on condition of that sign-off deadline being achieved. If there are any delays on the design sign-off then this will affect the projected Go-Live Date. A confirmed project schedule will therefore only be committed to once the Client has signed off on all the web designs and page layouts agreed to be built in the project workshop.
- 1.2 The project schedule provided by Granicus' Project Manager will include the following milestones.

	Milestone	Responsibility
1	Build Completion Date	Granicus
2	Content Creation Date	Client
3	CMS Training Dates	Granicus / Client
4	Client Website Population Date	Client
5	Client Acceptance Testing Sign-off Date	Client
6	Domain Name Server Configuration Date	Client
7	Page Re-direct Sign-off Date	Client
8	Final amends and post Go-Live check Date	Granicus
9	Client Final Sign-off Date	Client
10	Go-Live Date	Granicus

- 1.3 The Client must provide a permanent point of contact who will liaise with the Granicus team during delivery of the eTS. This person must be readily available to respond to queries and discuss options in a timely manner. This person must have the authority to sign off on the above milestones on behalf of the Client.
- 1.4 During the Client Acceptance Testing phase, all issues noticed by the Client must be logged in the online document supplied by Granicus for this purpose. After this date, the document will be locked and all subsequent issues must be logged as Support Requests to the Service Desk. They will then be addressed as per the support process described in Appendix 4.
- 1.5 Each of the above milestones is dependent upon the previous one being completed and signed off. If any milestone for which the Client is responsible is significantly (more than 2 days) not met then this will necessitate the rescheduling of the remaining project. In this event, Granicus cannot guarantee that the previously agreed Go-Live Date will be met nor can it guarantee that the next possible Go-Live Date will only be delayed by the amount of time currently lost on the project.
- 1.6 Go-Live Dates will not be agreed for a Friday or immediately prior to a bank holiday in any circumstance.

2 Reschedule Charges

- 2.1 If a project needs to be rescheduled due to a delay by the Client and the Client cannot accept the revised milestones provided then Granicus will investigate whether additional resources can be secured to work on the project. As this will either involve delaying other projects or paying overtime to deliver the project earlier than would ordinarily be possible, Granicus reserves the right to make an additional

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charge for this work. The Client will be notified of this at the time and will have to approve this additional cost before the new schedule is committed to.

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APPENDIX 3 – Training Terms and Conditions

1 Appointment

- 1.1 Tentative training dates will only be held for 5 working days. If a purchase order/confirmation email has not been received within the 5 working days the dates will be released and may be booked by other clients. A representative from Granicus will email a notice 1 working day before dates are due to be released and if the purchase order has not been received within 24 hours of the email notice, the tentative dates will then be released.
- 1.2 Once a booking has been accepted and the purchase order/confirmation email received, cancellation terms will apply.
- 1.3 An invoice for chargeable training will be issued upon receipt of the purchase order. All fees are subject to VAT at the appropriate rate.

2 Venue Hire

- 2.1 Unless otherwise stated Granicus is not liable for room hire and associated costs. It is the Client's responsibility to source a training venue ("Venue") which is accessible and fit for purpose and to pay all costs associated with the Venue.

3 Materials

- 3.1 All course materials are copyright of Granicus. No copies may be made without prior written agreement of Granicus.

4 Granicus's Responsibilities

- 4.1 Information on the requirements for the training facility will be provided to assist with the selection of a suitable venue.
- 4.2 Course outlines/agendas and prerequisites for delegates will be issued approximately 5 working days prior to the training but only following receipt of a purchase order/confirmation email for delivery of the course.

5 Customer's Responsibilities

- 5.1 Unless otherwise agreed, the Client will be responsible for ensuring that requested communication links to allow access to the Internet/local network are available and functioning as required.
- 5.2 The Client is also responsible for ensuring the provision and set-up of all equipment including computer hardware and software for training being conducted on their premises.
- 5.3 It is the responsibility of the Client's organisation to ensure that the delegates meet the specified course prerequisites.

6 Cancellation Charges

- 6.1 Should the Client cancel the training at any time after Granicus has notified the Client that the booking is accepted then the Client shall still be liable to pay 50% of

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the agreed charges for the training. These charges are to cover Granicus's costs and are agreed between the Parties as being reasonable.

- 6.2 In the case of cancellation of non-chargeable training after a confirmation email has been sent, the Client will be responsible for any expenses incurred by the trainer.

7 Refunds

- 7.1 Granicus will not be liable to refund any amount in excess of the agreed fee for the training course in question. This applies in particular (but is not limited) to any travelling, subsistence or consequential expenses incurred by delegates.
- 7.2 Granicus will not be liable for any refund in the following instances –
- Where delegates do not meet the course prerequisites.
 - When a training venue not supplied by Granicus fails to be suitable for purpose.
 - When unplanned interruptions (e.g. fire alarms/premises evacuation; power failures etc.) mean that the course programme cannot be completed in the available time.
 - When it is not possible to complete the training due to an external influence.

8 Rearranged Training

- 8.1 Should Granicus be requested by the Client to rearrange training, then Granicus shall be entitled to charge an additional fee to cover the costs of rearranging the training.

9 Insurance

- 9.1 The Client shall be responsible for ensuring that any training Venue sourced by the Client has public liability insurance to cover death and injuries suffered while at the Venue to any of the training delegates or the employees of Granicus.

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APPENDIX 4 – Support Agreement

1 Introduction

The Components that Granicus is responsible for supporting are defined in Clause 0of this Contract (the **eTS**)

2 Support Activity and Responsibilities

2.1 Operating Hours

Support Requests should be reported to the Helpdesk at Granicus. The Helpdesk operates Monday to Friday 8.00 a.m. to 6.00 p.m. (UK time) (Business Hours). The office is not available during UK public holidays.

2.2 Contacting the Helpdesk

The Client will raise all Support Requests to the Helpdesk at Granicus by any of the following channels:

- Via the Support Portal: <http://support-eu.simpleviewinc.com>
- Sending an email to support-eu@simpleviewinc.com
- Telephone: 0330 440 1824

It is important that, in raising a Support Request, the Client provides Granicus with all information and materials required by it for the purpose of investigation, classification and processing.

2.3 Classification of Support Requests

Once a Support Request has been logged by one of the means listed above, and a Case number has been generated, the Helpdesk will first classify the Case as one of the following Types:

1. **An Incident** is defined as an occurrence where a service or component fails to provide a feature or service that it was designed to deliver; an unplanned interruption or reduction in quality to any service provided by Granicus. The procedure by which an incident is handled is defined in 2.3 below.
2. **A Training Requirement** is defined as the Client not using the eTS in the way for which it was designed or not knowing how to achieve their goals. A Training Requirement would include the Client incorrectly implementing a solution which required investigation or correction by the Helpdesk or Development Teams. There is no identifiable Problem with the eTS.

The Client's personnel that use the Helpdesk Service must have completed an Granicus approved training course. Support given to personnel without such training will be invoiced at the current hourly rate per case.

The support fee includes 1 Training Requirement case per month or 12 over the contract year. Once this allocation has been used up then each case above this number will be invoiced for 30 minutes at the Granicus hourly rate per case.

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3. **A Standard Service Request** is defined as any routine request from a user for information, or advice, or for a standard change which relates to existing functionality. Standard Service Requests are handled by the Helpdesk. A Standard Service Request is characterised by the fact that the request can be actioned under strict, well-defined procedural control and is therefore (virtually) risk-free.

Examples of Standard Service Requests include:

Request
New login details
Add / edit / remove users
Add / edit / remove categories
Add / edit / remove facilities
Add / edit / remove gradings
Add / edit / remove single awards
Minor adjustments to estate configuration
Add / edit / conversation categories
Add / edit / remove responsibilities
Add / edit / remove preferences
Polygon changes
Facility group amends

4. **A Chargeable Service Request** is defined as any request from a user for information for a non-standard change which relates to existing functionality, extraction or manipulation of data. Chargeable Service Requests may be handled by the Helpdesk or passed to the Development Teams and you may be required to complete a Chargeable Service Request (CSR) form.

Examples of Chargeable Service Requests include:

Request	Cost	Notes
Add entire new awards scheme	1 hr	per 5 awards
Reconfiguring estates	TBC	Account Manager to cost based on requirements
Database Restore	4 hrs	Infrastructure Team to manage this task
Setup of category groups	4 hrs	
Amends to category groups	1 hr	Per 3 amends
Add / edit / remove interests	1 hr	
Setup listing levels	4 hrs	Your Account Manager will manage this task
Amend listing levels	1 hr	Per 3 amends
Amend canned searches / product lists	1 hr	Per 5 amends
Simple amends to forms	1 hr	Per form e.g. opt in and interests
Replacement / addition of favicon	1 hr	
Add additional social media icons	1 hr	For sites that have social media icons enabled
Non-standard reporting	TBC	Support Manager to cost based on requirements
Retrieval of consumer data	2 hrs	
Assigning competitions	1 hr	Per competition

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Email accounts		Per email
Changing the domain of a site	5 hrs	
Data Export	TBC	Account Manager to cost based on requirements
Facility groups setup / reconfigure	2 hrs	
Restructuring membership packages	4 hrs	
Amend search filters	3 hrs	
Rewording search messages	1 hr	

This is not an exhaustive list. Any requests that meet the definition of a Chargeable Service Requests will be charged as such. The rate for Chargeable Service Requests is £130 per hour. The minimum charge is £130.

If the scope of the Client's requirements falls outside of the Chargeable Service Requests listed above, the Client will be contacted by an Account Manager who will discuss and agree the costs with the Client before proceeding with any work.

5. **A Request for Change** ("RFC") defined as any request from a user which relates to a development to existing functionality or the introduction of new functionality. These requests will require an RFC form to be submitted. These requests will not be handled by the Helpdesk and should be raised via your assigned Account Manager.

2.4 Resolution of Incidents

Incidents are categorised by three levels of severity:

2.4.1 High Priority

An incident that is likely to or does prevent a major part of the Product being used successfully including but not limited to online booking and time dependent campaign activity. High priority incidents will be corrected urgently and may result in a patch release of or update to the eTS.

2.4.2 Medium Priority

An incident that cannot be avoided and will cause the user considerable inconvenience. Medium Priority incidents will be investigated urgently and may result in a work-around being communicated to the Client or an update to the Product. It is likely that the update to the software will be in the next scheduled release rather than as a patch release.

2.4.3 Low Priority

An incident that has effects limited to the software in which it occurs and that can be avoided with little user inconvenience. Low priority incidents will be recorded and will be corrected in future releases of the Product.

In respect of incidents, the Service Desk will respond to (but not necessarily fix) each Support Ticket within the following timescales:

Call Priority	Response Time (Business Hours)
High	2
Medium	6
Low	24

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It is the responsibility of the Client to provide Granicus with a means to reproduce incidents at Granicus's premises. To aid fault diagnosis and error correction, the Client will use reasonable endeavours to provide an accurate address or location of the fault.

If the problem is with the configuration of the hosting servers, we will liaise with the data centre's support department to resolve the issue and provide advice and assistance throughout the process as detailed in the separate hosting agreement.

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APPENDIX 5 – Hosting Service Level Agreement

1 Introduction

The Components that Granicus is responsible for hosting are defined in Clause 2.1 of this Contract (the **CMS**)

2 Cloud Hosting Providers

All of the Granicus products are delivered via cloud hosting environments from either Microsoft or Google. Both of these companies are world leaders in providing flexible computer storage, and networking solutions collectively known as Infrastructure as a Service (IaaS) and they enable Granicus to deliver a robust and high-performing hosting solution to the Client.

2.1 Microsoft Azure Cloud (MAC)

The Granicus DMS and Additional Components are hosted in Microsoft's Azure Cloud (MAC).

Primarily this hosting environment is located in the UK South region of MAC. The UK South is one of the newer regions in Azure with state of the art technology available to ensure optimum performance and reliability. It comprises 3 physically separated datacenters with the Granicus solution spread out across all 3 datacenters to allow us to run mission critical applications with high availability and low latency replication.

MAC offers hundreds of services across their solution with Granicus making use of a wide variety of services that includes compute services through virtual machines, Azure SQL databases, Virtual private networks, fully redundant Blob and File storage and much more.

We currently have a support contract with MAC that provides us with 24/7 support direct with Azure support engineers. This includes a 1 hour SLA on Critical Business impact issues and full support and guidance on ensuring our solution is secure, high performing and resilient.

2.2 Google Cloud Platform

The Granicus CMS, Client Website and Additional Components are hosted in Google Cloud Platform (GCP).

GCP is built and managed by Google and is currently comprised of 35 regions with 106 zones across the world in 200+ countries and territories. A region is a set of zones that are interconnected via a massive and resilient network.

GCP offers a wide variety of IaaS services across their solution with Granicus making use of a wide variety of services that includes compute services, Kubernetes and other container services, firewall and load-balancing services, ingress and egress monitoring, hosted database services, fully redundant File and data storage and much more.

GCP provides the following Service Level Agreements for services utilized by Granicus related to its hosting infrastructure:

<https://cloud.google.com/nat/sla>

<https://cloud.google.com/firestore/sla>

<https://cloud.google.com/identity-platform/sla>

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<https://cloud.google.com/vmware-engine/sla>
<https://cloud.google.com/kubernetes-engine/sla>
<https://cloud.google.com/compute/sla>
<https://cloud.google.com/kms/sla>
<https://cloud.google.com/sql/sla>
<https://cloud.google.com/kms/sla>
<https://cloud.google.com/filestore/sla>
<https://cloud.google.com/dns/sla>
<https://cloud.google.com/bigquery/sla>

3 Hosting Maintenance and Support

3.1 Fault Resolution

In the event of an infrastructure issue, members of the Granicus Team will liaise with our IaaS providers and partners to resolve the situation as soon as possible and with as little disruption of service to your application and websites as possible.

3.2 Regular Server Maintenance

Granicus will undertake the following to ensure the smooth running of the systems:

- 3.2.1 Carry out routine checks to ensure maximum uptime and the availability of all necessary services, monitor the systems, and take appropriate action if an alert state is identified.
- 3.2.2 Services fix – Provided by GCP or MAC as part of our IaaS agreement.
- 3.2.3 Data restoration from backups (in the case of software incidents or database corruptions only. Data problems caused by Client usage will be treated as a Chargeable Service Request)
- 3.2.4 Website and application service monitoring, troubleshooting and patching.
- 3.2.5 Extended Service Performance Monitoring (ping, http, ftp, SQL, and other common services are monitored and restarted/repared both as a proactive effort and in the course of troubleshooting any possible reported issues.

3.3 Service Interruption

Every attempt will be made to perform infrastructure maintenance within a scheduled maintenance window, most of which will have no outward-facing impacts. If there will be any client impact related to maintenance, there will be an alert period of at least 3 days before the commencement of this activity and an indication of the level and extent of any interruption in service given.

In exceptional circumstances, some events may dictate that very urgent server maintenance is required. In such cases, Granicus will endeavor to give prior warning of service degradation or risk as soon as possible.

The normal running of the system relies upon several IaaS components and services such as server hardware, firewall, and network connectivity that do not fall under the direct control of Granicus.

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In the event of a server problem or failure, members of the Granicus Team will be required to liaise with our IaaS providers to resolve the situation as soon as possible and with as little disruption of service to your application as possible.

Granicus cannot accept responsibility for any fault or failure that is attributable to the Client's local hardware, network, and connectivity.

3.4 Data Transfer Allowance

The Data Transfer Allowance is defined in Appendix 6. This allowance will include traffic to the destination and campaign websites being run. The nightly backups do not use up this allowance.

Granicus will monitor Data Transfer usage quarterly. If the pre-purchased Data Transfer Allowance is exceeded, the excess usage will be calculated and charged for at the overage rate defined in Appendix 6. This will be invoiced quarterly in arrears.

Every 12 months, the Data Transfer Allowance required for the following year will be recalculated and the most appropriate Data Transfer Band will be pre-purchased in the annual renewal of the contract.

3.5 Security

Security of access is controlled:

- with the philosophy of least privilege to ensure that only those who need access are granted access and only to the resources that they need to do their jobs.
 - This is updated and as people move laterally in the Granicus organization, removing access when no longer warranted.
- to individual CMS accounts by a user ID and password which is under the control of Granicus.

3.6 Back-up

The Granicus hosting infrastructure comprises a cluster of servers and services that make up our enterprise platform. In the event of any issues with any of the servers, our applications will be moved onto another region or zone with no downtime. In addition to this, all aspects of Granicus's solution are redundant.

Granicus backs up the data from the solution and these are stored in a separate zone on a nightly basis. Previous backups are kept for 30 days. These copies will be used to restore data in such events as data being incorrectly deleted or data becoming corrupt. The Granicus Team will arrange for the data to be restored within 24 hours of a request being made. If the request is made over a weekend then the data will be restored within 24 hours of the start of the next work week.

Granicus runs test restore operations once a month to ensure all backup operations are running without a problem.

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3.7 Disaster Recovery

In the event of incidents resulting in the loss of the CMS service, Granicus would normally expect to restore services within 24–48 hours.

Application data will be restored to the most recent backup available.

3.8 Escrow

The Client has not requested that the software is to be placed under Escrow.

3.9 Operating and Response Times

Granicus office hours are between the hours of 9 am and 5.30 pm Monday – Friday. During these times a dedicated support coordinator is on hand to deal with all hosting issues that may occur and the request will be responded to within the hour.

If problems occur outside of the core office times the support email will be routed to an on-call developer and will be responded to accordingly – response time: 8 hours. If the problem is deemed to be business critical (i.e. the server is down) then it will be addressed immediately; otherwise, it will be prioritised and scheduled to be completed at the first opportunity within normal office hours.

All contact with our hosting provider will be via the Granicus Service Desk.

In the event of a service outage, for example, a site is unavailable, monitoring is in place and notifications will be sent to the Granicus Team directly and they will proceed to investigate the incident.

3.10 Network Reliability and Performance

Granicus will do their best to ensure their hosting levels stay above the following Compliance standards both for internal network hosting and public web server hosting:

- 99.8% Availability of the Service over a Calendar month (excluding planned maintenance)
- No more than 6 hours planned maintenance a month.

If Granicus is unable to comply with these service levels for 7 cumulative days of a calendar month, the Client retains the right to request Granicus find or move the Client-hosted solutions to a new suitable third-party provider. If Granicus continues to provide 14 cumulative days of non-compliance in 2 months the Client retains the right to cancel the hosting contract in writing within 14 working days.

Uptime is the ability of a Customer's website, hosted on a Granicus server, to be accessed over the public Internet. Downtime shall be defined as the inability of the website on a Granicus server to be accessed over the public Internet.

3.11 Hosting Changes

Granicus will ensure that the server configurations are maintained and equipment will not be downgraded in a manner that will impact the performance of the solution. For example, Granicus will regularly refresh server equipment to maintain or improve performance.

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3.12 Notification

Granicus must notify the Client in advance in writing if the hosting is moved to another hosting service or provider.

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APPENDIX 6 – Data Transfer Allowance

All websites transfer data (bandwidth) to their users' browsers as they view the website pages and make use of its functionality. This is measured in Gigabits of data transferred (Gb) per month either uploaded to the server or downloaded from it. The figure used for contractual purposes will be the viewed traffic bandwidth recorded in the AWStats reports supplied with each client website.

In general, rich media such as imagery, downloadable files and video content cause a higher level of data transfer than basic text. The higher the number of page views the website attracts, the higher the data transfer will be.

Granicus has to purchase bandwidth from our hosting supplier and we ourselves are charged additional fees if the amount we use is more than that agreed for our hosting environment.

In order to manage this, the Client will be placed into the most appropriate Data Transfer Band selected from the table below. This defines the maximum amount of data transfer allowed per month.

GB of data used per month	Annual Hosting Price	£ Per GB
2.5	£396	£13.20
5	£660	£11.00
10	£990	£8.25
15	£1,458	£8.10
20	£1,788	£7.45
30	£2,250	£6.25
40	£2,520	£5.25
50	£2,772	£4.62
75	£3,303	£3.67
100	£4,224	£3.52
125	£4,845	£3.23
150	£5,292	£2.94
200	£6,480	£2.70
250	£7,470	£2.49
300	£8,352	£2.32
350	£9,114	£2.17
400	£9,936	£2.07
450	£10,476	£1.94
500	£10,920	£1.82

Data Transfer Allowance

In this Contract, the Client has been granted **10** Gb of Data Transfer per month.

Overage Charges

Bandwidth usage for all sites will be reviewed quarterly and, in the event of a website using more than the allocated bandwidth per month, we will raise an invoice quarterly for any overage charge. This overage will be calculated at the rate of £10 per Gb.

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The Total Hosting Cost Explained

While Granicus uses data transfer as a means to calculate the hosting cost that we charge to our clients, it should not be assumed that the above costs are only to pay for this bandwidth.

In order to provide the hosting service, Granicus has to invest in a wide range of hardware, software and technical resources including rack space, power and firewalls at the data centre, OS and Database Licences, off-site back-up, server maintenance contracts etc.

Each client pays for their share of the total cost of providing this hosting solution.

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APPENDIX 7 - Fees and Payment

The breakdown of costs with regard to the Contract is detailed below. All prices are subject to VAT at current rates.

** These items may incur 3rd party licence costs that will need to be negotiated directly with the supplier.*

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Invoicing Schedule:

Granicus will invoice for this project to the following schedule.

Item	Amount	Date
50% of the Setup Costs on signature of this Contract	£ xx,xxx.xx + VAT	Insert Contract Date
Remaining Portion of the Setup Costs on the stated date or when the training for the CMS has been delivered whichever is sooner.	£ xx,xxx.xx + VAT	Insert Start Date
Year 1 Annuals on the stated date. This to be paid in advance.	£ xx,xxx.xx + VAT	Insert Start Date
Year 2 Annuals on the stated date. This to be paid in advance.	£ xx,xxx.xx + VAT	12 months after date above
Year 3 Annuals on the stated date. This to be paid in advance.	£ xx,xxx.xx + VAT	12 months after date above

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APPENDIX 8 – Royal Mail Postcode Lookup Licensing Agreement

As part of delivered software platform and integrated post code lookup service Granicus licence the software from the Royal Mail via the GB Group.

As a result of this all clients are bound to the terms of the Royal Mail End User licence agreement for this service.

The full terms and conditions of the agreement can be found here:

<https://www.simplevieweurope.com/download/RoyalMail-ZapcodeTerms.pdf>

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APPENDIX 9 – Visit Ad Network Appointment

1. Definitions

“Ad-server” is an online platform that facilitates the delivery of Advertising (“ad-serving”).

“Advertisers” means businesses and other parties that place Advertising through the Visit Ad Network.

“Advertising” refers to the promotion of commercial brands as distinct from the promotion of local tourism providers who will also be featured on the Media. It includes all types of online sponsorship and advertising, such as, without limitation, those that appear in formats such as (a) banner ad, rich media, interactive messages, whole page advertising, and pop-under forms, or (b) prior to, during or after the running of any audio, video or audio-visual material.

“Advertising Revenues” are the amounts paid by Advertisers for Advertising procured before or during the term of this Appointment, net of : (i) Advertising agency commissions (where applicable) and any other commissions or charges paid or payable to Advertisers, their representatives or agents; (ii) Any additional charges levied by the provider of the Ad-serving Service for the relevant Campaign; (iii) Value added tax and any other taxes properly charged in relation to the Advertising Revenues in question.

“Appointment” means the Visit Ad Network appointment under the terms of this Appendix 9

“Available Space” refers to the placeholders designated on each Media for the sale of Advertising.

“Banner Advertising Service” means the service provided under this Appendix

“Campaigns” means Advertising from an Advertiser placed through the Visit Ad Network for a fixed period of time

“Cookie” is a small piece of data added on the user’s web browser, through a small piece of script placed on a web page “pixel”, when the user visits a web page.

“Default Advertising” is advertising that has zero revenue, expressed under Clause 2.

“Digital Media” means Media

“DMO” – Destination Management Organisation. This term is used to refer to any public or part public organisation representing national, regional, sub-regional or destination level tourism.

“Effective Date” is the date on which the Advertising goes live on the Client Media.

“House Creative” means Advertising supplied by The Client

“Marketing Rebate” means the Advertising Revenues due to the Client in respect of Advertising run on the Media. The Marketing Rebate shall be paid net of a 20% administration fee in relation to payments for Advertising that is run after the anniversary of the first Contract Year. *NB. Advertising revenue can take up to 3 months to receive therefore the rebate will only include revenue displayed 3 months prior to the renewal date.*

“Media” is the list of websites, pre-agreed in advance, on which the Advertising is displayed.

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“Native Content Notification” means a sponsored web page with text provided by an advertiser and approved, placed and linked by the Client in a mutually agreed location on the Digital Media.

“Payment Date” shall mean the date which falls on the twenty-eighth day after the last day of each Contract Year and the twenty-eighth day after the date of termination or expiry of this Appointment.

“Premium Campaign Notification” means the notification of the details associated with an advertising campaign that has been sold directly by the Web Advertising Provider to an agency or advertiser.

“Restricted Advertising” shall mean Advertising specified under paragraph 4.2 of this Appendix 10 and in Schedule 1 to this Appendix (as such Schedule may be amended by notice to Granicus from time to time by the Client) being Advertising which the Client forbids to be displayed on the Media.

“Unauthorised Media” shall mean Media, or content, expressed under Clause 5.

“Visit Ad Network” means the advertising service described by this Appendix 9

2. Reconciliation & Rebate

2.1 Granicus shall invoice the Web Advertising Provider on behalf of the Client for the Advertising Revenues due in respect of Advertising run on the Media.

2.2 Payment of the Marketing Rebate will be as follows:

2.2.1 Within 14 days of the end of each Contract Year Granicus will provide the Client with:

- (a) a statement of Advertising Revenues detailing the amount which Granicus believes the Client is entitled to be paid as the Marketing Rebate for that Contract Year; and
- (b) a self-billing invoice for the amount shown in the statement of Advertising Revenues as owing to the Client from Granicus as the Marketing Rebate and for any VAT payable in respect of that amount.

2.2.2 Granicus will pay the Client the Marketing Rebate stated in each self-billing invoice issued in accordance with Clause 2.2.1 by the Payment Date for that Contract Year.

2.3 The Web Advertising Provider does not guarantee that all Advertising will be revenue generating for the Client. There will be times when Default Advertising occurs, which means that no payment is made. Default Advertising usually occurs when all possible Campaigns have been run on the Media. The Client will be given the opportunity to run a House Creative. In the absence of the Client providing its own House Creative, the Web Advertising Provider shall be entitled to place Default Advertising of its own choice on the Media. No remuneration will be payable in respect of any Default Advertising. Both Default Advertising and House Creative must comply with this Appointment as if they were Advertising.

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3. Appointment of the Web Advertising Provider

3.1 The Client appoints Granicus to:

- (i) market and sell the Available Space on the Media;
- (ii) procure the placement of Advertising on the Available Space;
- (iii) be the responsible party for handling relationships with Advertisers.

3.2 [This clause deliberately left blank]

3.3 The Appointment shall take effect upon the Effective Date.

3.4 Granicus will use all reasonable endeavours to ensure that Restricted Advertising is not included on the Media.

3.5 Advertising will be sold at rates that the Web Advertising Provider specifies, for which purpose the Web Advertising Provider will use reasonable efforts to act in response to prevailing market conditions.

3.6 The types of Advertising not included on the Media will be those which the Client has expressly listed in Schedule 1 below.

4. Obligations of the Granicus

4.1 Granicus agrees to comply with all applicable laws, rules and regulations regarding the services it provides pursuant to this Appointment. Granicus agrees to comply with all applicable laws, rules and regulations regarding the protection of privacy and Personal Data and related to the use of online behavioural advertising and the rights of end users, particularly as they relate to the use of cookies and web-beacons.

4.2 Granicus shall ensure that the Advertising does not feature material that: (a) is defamatory, hate content, obscene or pornographic; (b) offers offensive weapons, such as bombs, guns or ammunition, whether replica, legal or illegal; (c) introduces a virus, worm, Trojan horse or other contaminant that may be used to access and modify, delete or damage any data file or other computer program; (d) Incentivised Clicks, where some additional reward or incentive is provided for making the click; (e) promotes or introduces file-sharing, peer to peer networks, adware, widgets, or toolbars, spyware or hacking; (f) infringes applicable laws or regulations, or the rights of any person or entity.

4.3 Granicus agrees to respond promptly to the Client requests for information and assistance required or desirable for the purpose of satisfying obligations owed to the owners of the Advertising, or to deal with issues arising in connection with this Appointment.

4.4 Granicus agrees to send Premium Campaign Notifications and place Advertisements after approval from the Client

4.5 Granicus agrees to send Native Content Notifications for approval from the Client.

5. Obligations of the Client

5.1 The Client warrants it is legally entitled to use the Materials displayed on the Media.

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- 5.2 The Client shall ensure that the Media does not feature Materials that: (a) is defamatory, hate content, obscene or pornographic; (b) offers offensive weapons, such as bombs, guns or ammunition, whether replica, legal or illegal; (c) introduces a virus, worm, Trojan horse or other contaminant that may be used to access and modify, delete or damage any data file or other computer program; (d) Incentivised Clicks, where some additional reward or incentive is provided for making the click; (e) promotes or introduces file-sharing, peer to peer networks, adware, widgets, or toolbars, spyware or hacking; (f) infringes applicable laws or regulations, or the rights of any person or entity.
- 5.3 The Client acknowledges that the Web Advertising Provider may use software to monitor the quality and safety of the Media, and where the Media is determined by the Web Advertising Provider to breach these terms ("**Unauthorised Media**"), or is unsafe for Advertising, that Advertising may not be delivered to that Media.
- 5.4 The Client grants to the Web Advertising Provider a non-exclusive, non-transferable, royalty-free licence to use the Client's name and logo during the term of the Appointment, according to any branding specifications communicated by the Client from time to time, solely in connection with the Web Advertising Provider's sales and marketing presentations and collateral, and for display on the Web Advertising Provider's website.
- 5.5 The Client undertakes to use all reasonable endeavours to ensure that the Media will comply with all applicable laws, rules and regulations related to the use of online behavioural advertising and the rights of end users, particularly as they relate to the use of cookies and web-beacons. The Client will at all times publish and display on its site its privacy policy and a link to our privacy policy <https://can-digital.net/generating-income-from-council-websites-can-advertising-network/>.
- 5.6 Subject to the terms of this Appointment, the Client will: (a) approve or reject Premium Campaign Notifications within 2 working days, (b) approve or reject Native Content Notifications and, if approved, placed the content as agreed with Granicus on the Digital Media.

6. Use of Data

- 6.1 The Client acknowledges that the Web Advertising Provider may use technologies for storing information, or accessing information stored, on computing and mobile devices to help target advertising to those users and for other purposes. As between the Parties, data generated as a result is owned by the Web Advertising Provider.
- 6.2 The Web Advertising Provider may use and release data relating to Internet users:
- (i) to provide the Service;
 - (ii) to put together statistics regarding the Service (e.g. the total number of advertisements distributed) that may be communicated to customers, potential customers and the public generally provided that such statistics contain no information from which any person or company could be identified;
 - (iii) in the event that it is required to do so by law or by any government agency.

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7. Limitation of Liability

- 7.1 Nothing in this Agreement limits Granicus's liability for death or personal injury resulting from the Granicus's negligence. Except for such liability, Granicus's liability arising under or in connection with this Agreement (whether such liability arises from

negligence, breach of contract or howsoever) in respect of each event or series of connected events shall not exceed the greater of:

(i) the total amounts of commission received by Granicus during the three months preceding the date when such event (or the first event in any series of connected events) occurs,

(ii) £5,000

provided that in no event will Granicus be liable to the Client or any other person for or in respect of any indirect or consequential loss or damage, or for any loss of data, profit, revenue, contracts or business, howsoever caused (whether arising out of any breach of this Agreement, any negligence of Granicus or any other person or otherwise), even if the same was foreseeable by, or the possibility thereof is or has been brought to the attention of, Granicus.

- 7.2 The Client will at all times indemnify and hold harmless Granicus from and against any and all claims, demands, liabilities, costs and expenses, including reasonable legal fees on a solicitor and client basis, arising from third party claims alleging matters which, if true, would show that the Client had breached any of its representations, warranties or obligations under an agreement.
- 7.3 The Client will accept all risks involved in its use of the service and responsibility for assessing the accuracy and completeness of any recommendations made by Granicus and other information provided through (unless otherwise indicated in this Agreement) the service. The Web Advertising Provider accepts no responsibility for the accuracy, completeness or availability of the information conveyed through the service.
- 7.4 The Web Advertising Provider shall not be liable for any breach of this Agreement which results from any events beyond its reasonable control, including, without limitation, electrical outages, failure of internet service providers, riots, insurrection, war, or acts of God.

8. Term and Termination

- 8.1 The Appointment under this Appendix 10 shall have a probationary period of two (2) months commencing on the Effective Date (the "**Probationary Period**"). During the Probationary Period either Party can terminate this Appointment upon seven (7) days' written notice to the other Party. At the end of the Probationary Period the Client may opt out of this Banner Advertising Service on the Contract Date or on any anniversary of the Contract Date. This Appointment shall immediately come to an end should the Contract be terminated or expire.
- 8.2 The Client shall ensure that any Campaigns booked by Granicus during the term of this Appointment are run on the Media, and continue to be dealt with by Granicus,

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after termination or expiry of this Appointment; in such event, all relevant provisions of this Appointment shall be deemed to survive such termination or expiry.

- 8.3 In the event that Advertising is placed on Unauthorised Media, the Client acknowledges that Granicus shall be entitled to terminate this Appointment with immediate effect.

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APPENDIX 9 Schedule 1: Restricted Advertising

Adverts promoting travel to other destinations

Adverts promoting hotel groups or holiday villages that are not present in the destination presented by the Media

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APPENDIX 10 – Provider Content Distribution

- 1.1 Granicus intends to maintain a National Tourism Provider Database (“**NTPD**”) on behalf of all its DMO Clients and to investigate potential opportunities for realising the value of this asset through commercial licensing and re-distribution of Provider Content on reputable nationwide websites and non-competitive regional and local websites (“**Distribution Channels**”).
- 1.2 Under the terms of this Provider Content Distribution Service the Client hereby grants to Granicus a non-exclusive licence to use and reproduce the data supplied by the Client and stored in the NTPD in its original unamended form for the sole purpose of its publication through the Distribution Channels, subject to the terms of this Appendix.
- 1.3 Granicus shall not acquire nor make any claim as to the ownership, copyright or other intellectual property rights in the data supplied by the Client by virtue of the rights granted to Granicus and its Distribution Channels under this Contract. For the avoidance of doubt, nothing in this Contract shall in any way restrict the Client’s rights to use, publish or market data that was originally supplied by the Client, or legitimately obtained by the Client from a source other than the NTPD.
- 1.4 During any period where the Client has opted in to receive these Services, Granicus shall, prior to the licensing or re-distribution of any Provider Content, provide the Client with the details of any Distribution Channel and the use to which the Channel will put the Provider Content. The Client shall have 28 days in which to object to any Distribution Channel and withdraw its agreement for Provider Content Distribution Services in relation to those Distribution Channels. The Client is under no obligation to provide reasons for its decision.
- 1.5 “**Provider Content**” means data held in the Destination Management System about the tourism businesses in the destination. This includes accommodation, attractions, activities, events, food and drink and retail establishments.

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APPENDIX 11 – Online Booking Through The Polling Engine

Through the eTS it is possible to link each accommodation provider to its equivalent account in the following Online Travel Agencies (OTAs) and Property Management Systems

- Booking.com
- Expedia
- Sykes Cottages
- Hotel Planner
- Eviivo
- Super Control *
- Free to Book *
- Free Online Booking (MyUKTravel)

Once this link has been established, any website searches of accommodation that involve a stay requirement (i.e. check-in date) will interrogate the above sources for availability. If available, the provider will be listed in the results returned and the unit prices displayed will be those given to the above suppliers.

If the consumer chooses to book a unit from one of the presented sources, they will be transferred away from the Client website and onto the supplier's website in order to complete the transaction.

The booking will be tracked as having been referred from the Client website. The value and status of the booking will be visible in the eTS Reporting module.

[DELETE AS REQUIRED]

The confirmed commissions will be reconciled back to the Client at the end of the Term by way of a rebate on the following year's annual charges.

Granicus will keep all commissions earned through the Polling Engine.

** If not included at implementation, these suppliers can only be accessed with the purchased upgrade to the Polling Engine*

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APPENDIX 12 - Data Processing Addendum

This Data Processing Addendum ("**DPA**") is incorporated into the Contract 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-II.

Data Processing Terms

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 Contract, 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.

"**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 Contract.

"**Contract**" 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

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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 Contract 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;

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- (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

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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

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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 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 Contract.

Accepted And Agreed To:

Granicus-Firmstep

Client

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

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Schedule 1

Data Processing Description

This Schedule 1 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

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-Firmstep
	Address:	7 Harp Ln, London, England, EC3R 6DP
	Contact person's name, position and contact details:	For general matters: Granicus 's Data Protection Office at dpo@granicus.com
	Activities relevant to the data transferred under this DPA:	
	Role (controller/processor):	Processor

Description of Transfer

Categories of data subjects whose personal data is transferred:	End Users, business contacts
Categories of personal data transferred:	name, work address, work telephone or mobile number, and email address
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),	N/A

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keeping a record of access to the data, restrictions for onward transfers or additional security measures:	
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.
subprocessors :	• Cvent • SendGrid • Act-On • Microsoft 365 • Zapier • Google Suite • PlayEasy New Mind Internet Consultancy is an Affiliate of Granicus LLC and Granicus LLC is a party to the US Data Privacy Framework (EU-U.S. DPF), and the UK Extension to the EU-U.S. Data Privacy Framework (UK Extension to the EU-U.S. DPF)

Competent Supervisory Authority

Identify the competent supervisory authority/lies in accordance (e.g. in accordance with Clause 13 of the EU SCCs)	UK ICO
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