

## Master Subscription Agreement US/Canada

Version September 2023

This Master Subscription Agreement (“**Agreement**”) is effective as of the date an Order or SOW (as defined below) commences (“**Effective Date**”) between the party procuring Granicus Products and/or Services (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company (“**Granicus**”).

**1. Definitions.** For the purpose of this Agreement, the following terms have the corresponding definitions:

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

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

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

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

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

“**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; and

### **2. Intellectual Property Ownership and Use Rights.**

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

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products can be found at [granicus.com/legal/licensing](https://granicus.com/legal/licensing) and are hereby incorporated into this Agreement

by reference. Granicus reserves all right, title and interest in and to all Granicus Products, including all rights not expressly granted to Client under this Agreement.

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

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

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations 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 is not responsible for any Content used, uploaded or migrated by Client or any third party.

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

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

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

- (iii) Disassemble, decompile, reverse engineer or make derivative works of the Products;
- (iv) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;
- (v) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or
- (vi) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

### 3. Term; Termination.

- a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.
- b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in such Order. Each Order may be renewed for twelve (12) month terms (each, a "**Renewal Term**") by executing a written order. The Initial Term and all Renewal Terms are collectively, the "**Term**".
- c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the "**Termination Date**"), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.
- d) **Termination for Default.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Granicus shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- e) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly

cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

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

#### 4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW in accordance with the GSA Schedule Pricelist. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Granicus or its authorized reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Client agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within thirty (30) days of an undisputed invoice, Granicus may apply interest at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid..

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

d) **Reserved.**

Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages.** For any Products or Services purchased in tiers, with volume caps, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers.

## 5. Client Responsibilities.

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

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

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

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

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right

for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

**6. Support.** Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at [www.granicus.com/legal/licensing](http://www.granicus.com/legal/licensing). Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

## **7. Representations; Warranties; Disclaimers.**

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

b) **Warranties:**

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

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

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

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

## **8. Services.**

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

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual

license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW. **“Deliverable(s)”** means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;

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

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client), FAR 31.205-46 and the Federal Travel Regulation (FTR) and which will be billed monthly and due thirty (30) days following date of invoice.

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

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

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

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the

Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

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

f) Reserved.

## **10. Indemnification.**

a) Granicus will have the right to 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 U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim"). Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable 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.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or



Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

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

## 11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CUSTOMER FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

## 12. General.

a) **Force Majeure.** With the exception of payment obligations, on accordance with GSAR 552.212-4(f), any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make

any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name in client lists and similar communications to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

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

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon:

(i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. Client's mailing and email address are as set forth in the Order. The mailing and email address of Granicus is as follows:

<b>Granicus</b>
Contracts
408 St. Peter Street, Suite 600, Saint Paul, MN 55102

(651) 757-4154
contracts@granicus.com

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

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Any assignment or attempted assignment in violation of this Agreement will be null and void.

- h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.
- i) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.
- j) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.
- k) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

**13. Governing Law.** If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), in accordance with GSA Schedule Contract Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the Federal laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

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

**Product-Specific Terms:**

Exhibit A - Amanda

Exhibit B: Broadnet

Exhibit C: govDelivery

Exhibit D: govMeetings

Exhibit E: GovQA

Exhibit F: Host Compliance

Exhibit G: Live Cast Encoder

Exhibit H: SMS and Short Codes

Exhibit I: EngagementHQ

Exhibit J: OpenCities

Exhibit K: OpenForms

Exhibit L: RockSolid

Exhibit M: Swagit

Exhibit N: Privacy Policy

Exhibit O: Service Level Agreement

**Amanda Software.** The Amanda software contains third-party products, including the Citizen Portal module. These third-party products are not permitted to be used separately from the Amanda software. Each user license includes a production license and one or more non-production licenses, as required. A non-production license is a full version license that mirrors the production license and is used for the purpose of disaster recovery, quality assurance, development, staging, etc. The software may be installed on multiple servers to achieve a load-balancing or high-availability deployment. They may also utilize clustered database instances or database schemas to segregate Amanda data according to user's security and privacy needs. The software may be installed in a public cloud infrastructure (e.g. Azure, AWS, etc.), subject to user limitations and other metrics. If a User installs a second instance (or more) of the Amanda Portal on a separate server for any reason excluding those above, additional licensing is required.

**Version May 2022**

**BROADNET SERVICE TERMS AND CONDITIONS**

(January 2022)

The following terms and conditions (the "**Broadnet Service Terms**") apply to your use of the Broadnet Service purchased through your agreement with Granicus, LLC. or one of its affiliates (you and any authorized user of the Broadnet Service through your agreement, collectively, "**User**"). These Broadnet Service Terms are in addition to any other terms between the parties, and any conflict between those terms and the Broadnet Service Terms will be resolved in favor of the Broadnet Service Terms, but solely as they relate to use of the Broadnet Service.

a) Users represents and warrants that all Users will comply with the Broadnet Standards of Use attached hereto as **Exhibit A** and all applicable international, federal, state and local laws, rules, regulations, opinions and orders ("**Laws**") with respect to User's use of the Broadnet Services, including the Telephone Consumer Protection Act ("**TCPA**") and those promulgated by the Federal Communications Commission ("**FCC**") and Federal Trade Commission ("**FTC**").

b) Broadnet represents and warrants that during the transmission, exchange, or broadcast of any Content, it shall use commercially reasonable practices standard to the industry to minimize loss, interruption, or interference of signal. As used in these Broadnet Service Terms, "**Content**" means the oral, written or other recordings, messages, communications, utterances, conversations and all other data, text, images, intellectual property, music, sound files, electronic communications, material or information transmitted by Users and their employees, representatives, agents, customers, call participants or any other third party (collectively, the "**Participants**") during the use of or through the Broadnet Services. In addition, Broadnet represents and warrants that the Broadnet Services and Broadnet's performance under this Agreement will at all times: (i) comply with Laws, including TCPA and all laws, rules, regulations and guidance issued by the FCC and FTC; and (ii) will not violate any intellectual property, privacy, or other right of any third party.

c) **Use of Broadnet Services.** Broadnet has the right to suspend, restrict or terminate any or all usage of the Broadnet Services and to refuse any future use of any or all of the Broadnet Services by User if Broadnet has reason to believe that such entity failed to comply with Laws or the Broadnet Standards of Use, and such entity has failed to cure the compliance failure within any statutory or contractual breach notification period. Broadnet may suspend or terminate User's access to the Broadnet Services if User fails to remit payment to Reseller

within the contractual payment period, however, Broadnet will not terminate access to User's use of the Broadnet Services unless such End User fails to remit payment to Reseller in accordance with the agreement between End User and Reseller and fails to cure such non-payment during any contractual or statutory cure period.

d) **License.** Broadnet hereby grants to User a personal, limited, non-transferable, non-sublicensable, revocable and non-exclusive license to access and use the software component of the Broadnet Services via a graphical interface solely for its internal business purposes and solely for the purposes contemplated in this Agreement. User is responsible for any use or misuse of the Broadnet Service by any Participant. User will immediately notify Broadnet of any loss, compromise or unauthorized use of the Broadnet Service or any other breach of security by sending an e-mail to [info@broadnet.us](mailto:info@broadnet.us). Broadnet will not be liable for any loss or damage of any kind due to User's failure to comply with these requirements or otherwise protect any log in credentials or account access provided to the Broadnet Services. The license granted herein will terminate automatically upon expiration or termination of this Agreement for any reason.

e) **Broadnet Interests.** Broadnet is the owner of all rights, title and interests in and to the Broadnet Services and any related products, intangible property, intellectual property rights, software, specifications, documentation, and advertising or promotional materials created or provided by Broadnet (the "**Broadnet Interests**"). The Broadnet Interests are protected by copyright, trademark, patent, trade secret and other proprietary rights laws and international treaties. Nothing in this Agreement will transfer to User any rights in or to the Broadnet Interests except as expressly set forth herein. User will not: (i) sublicense, distribute, transfer, rent, sell, or in any way transmit the Broadnet Interests without the prior written permission of Broadnet; (ii) modify, translate, reverse engineer, decompile, or disassemble all or any portion of the Broadnet Interests; or (iii) create derivative works from the Broadnet Interests. Further, no implied licenses are granted to User.

f) **Content; Acknowledgement.** As used in this Agreement, "**Content**" means the oral, written or other calls, recordings, messages, communications, utterances, conversations and all other data, text, images, intellectual property, music, sound files, electronic communications, material or information transmitted by Participants during the use of or through the Broadnet Services.

(i) Participant is solely responsible for the accuracy, composition, integrity, quality, completeness, lawfulness, and appropriateness of any and all Content

that the Participants send, receive, view, exchange, post or otherwise transmit through the Broadnet Services. Broadnet is not responsible for any Content or the use or misuse of the Content or Participant data by any third party.

(ii) All Participants must agree and consent that Broadnet may collect, record, transfer, store, process, transmit, broadcast, use, display and disclose the Content as necessary for Broadnet to provide the Broadnet Services and otherwise perform its obligations under applicable Law and this Agreement, including internal quality and compliance analysis, and to troubleshoot, remediate and improve the Broadnet Services. In addition, Broadnet may use and disclose the Content in aggregated form without personally identifiable information for market analysis, research and commercialization of such aggregated data. Broadnet may include system prompts that, among other things, require User to initiate the use of the Broadnet Services and disclose to all Participants participating in any User event utilizing the Broadnet Services that the event may be monitored, recorded or rebroadcast. Further, to the extent Broadnet provides information to the User concerning the reputation of User's telephone number from which User initiates a call or message, User agrees to only use such information to monitor and evaluate the reputation score assigned to the telephone number and to request redress of scores and shall not aggregate, assemble, cache, store, sell or use such information without prior written consent.

(iii) By posting, sending, receiving, exchanging or otherwise transmitting the Content through or in connection with the use of the Broadnet Services, User hereby represents and warrants that: (i) User is the owner of or has all rights, title and interests in and to the Content necessary to post, send, receive, view, exchange or otherwise transmit the Content through or in connection with the use of the Broadnet Services; (ii) the Content and the User's posting, sending, receiving, exchanging or otherwise transmitting the Content through or in connection with the use of the Broadnet Services, and Broadnet's use of the Content and Participant data does not infringe on the intellectual property, privacy or other rights of any third parties; (iii) the Content and User's posting, sending, receiving, exchanging or otherwise transmitting the Content through or in connection with the use of the Broadnet Services does not violate Laws or the Broadnet Standards of Use; (iv) User has obtained any and all necessary or required consent of each recipient to call or message her or him at the phone number(s) provided by User; and (v) the telephone number(s) from which User places a call or sends a message is validly assigned to User. User acknowledges that the Broadnet Services manages the technical aspects of the Broadnet Services and that the Broadnet Services simply act as a passive conduit for the



distribution and transmission of information, including the Content and Participant data. User acknowledges that Broadnet has no obligation to screen, preview or monitor such Content, but it may screen, investigate and remove Content if it becomes aware of any Content that Broadnet deems in its sole and exclusive discretion to be illegal, obscene, defamatory, inappropriate, harmful or in violation of applicable Laws or the Broadnet Standards of Use. User agrees that under no circumstances will Broadnet be liable in any way for any Content or the dialing or messaging of phone numbers provided by User, including any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content sent, exchanged, received, viewed, posted or otherwise transmitted through or in connection with the use of the Broadnet Services. Broadnet reserves the right to suspend or cancel all Broadnet Services for User in the event of any actual or alleged violation of these terms or the Broadnet Standards of Use that are not cured within any contractual or statutory cure period.

g) Users of the Broadnet Services shall not upload any sensitive data or Personally Identifiable Information during the use of or through the Broadnet Services unless absolutely necessary for use of the Broadnet Services. If uploading of sensitive or Personally Identifiable Information is necessary for execution of the Broadnet Services, Users shall upload only the minimum amount necessary for the use of the Broadnet Services. **“Personally Identifiable Information”** means any information that can be used to identify a specific individual that is provided to Broadnet by User, or controlled, possessed, stored, transmitted or processed by Broadnet for or on behalf of User, including without limitation an individual's name, address, telephone number, social security number, taxpayer identification numbers, driver's license or government ID numbers, passwords, pin numbers, account relationships, financial or credit account numbers, account balances, account histories, and “personal information,” “nonpublic personal information,” “protected health information” (and other similar information, however described) as defined in any applicable privacy laws and regulations.

h) User acknowledges and agrees that with respect to any and all telephone calls conducted or messages transmitted through the Broadnet Services, solely the User, and not Broadnet or any of its employees, representatives and agents: (i) initiates or takes the steps necessary to physically place the telephone calls or messages as such initiation activity is determined under the TCPA and those rules and regulations promulgated thereunder by the FCC and the FTC; (ii) determines the Content of the telephone calls or messages, the recipients of the telephone calls or messages, and the timing of when the telephone calls are placed or the

messages are sent, for all of which the User agrees to comply with applicable Law; and (iii) is and remains liable under the TCPA, in each case, for any and all telephone calls conducted or messages transmitted through the Broadnet Services as the initiator of such telephone calls or messages; provided, however, that the foregoing statement shall not apply to any Users whose use of the Broadnet Services are not subject to the TCPA.

i) Broadnet may periodically request that User provides, and User may choose to provide, feedback regarding the Broadnet Services, including the use, operation and functionality of the Broadnet Services, any proposed improvements or gaps in the Broadnet Services and similar information ("**Feedback**"). Broadnet is hereby granted the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, fully paid-up, fully sublicensable and transferable right to use and incorporate Feedback into any products, software and services of Broadnet (including the Broadnet Services), to make, use, sell, offer for sale, import, and otherwise exploit such products and services, and to otherwise use, copy, distribute, and otherwise exploit the Feedback without restriction.

j) In connection with Broadnet's provision of the Broadnet Services, Users may share and store with Broadnet, and/or Broadnet may collect from Users, certain technical, integration, registration, and service delivery information, including website integration information, caller ID information, sound files, User's "do not call" list and information on opt outs, registration data pertaining to User's usage of the Broadnet Services, and other information and data reasonably required by Broadnet to provide the Broadnet Services ("**Service Delivery Data**"). User acknowledges and agrees that Broadnet may collect, record, transfer, store, process, transmit, broadcast, use, display and disclose such Service Delivery Data solely to the extent necessary to provide the Broadnet Services to each such User.

k) Granicus warrants that OpenForms will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with OpenForms written materials accompanying it. Except as expressly set forth in the foregoing, The Broadnet Services are provided by Broadnet on an "as is" and "as

available" basis. USER'S USE OF THE BROADNET SERVICES IS AT USER'S OWN AND SOLE RISK. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, Broadnet disclaims all OTHER warranties of any kind, including THE IMPLIED WARRANTIES of merchantability, fitness for a particular purpose AND NON-INFRINGEMENT. Broadnet does not warrant that the Broadnet Services, software or websiteS WILL BE ERROR FREE, UNINTERRUPTED, PRODUCE PARTICULAR RESULTS, MEET ANY PARTICULAR REQUIREMENTS, and USER hereby expressly waives any claims related

to the same.

**L) Government Rights.** If User is the U.S. Government (or use of the Broadnet Services will be used on behalf of the U.S. Government), the terms and conditions of this section apply.

(i) For the purposes of this Section, the term "U.S. Government" shall mean a United States federal executive agency organized under Article II of the United States Constitution, including, without limitation, any sub-agencies, departments, and bureaus thereof.

(ii) The Broadnet Services are a "commercial item," as defined at 48 C.F.R. §2.101, and constitute "commercial computer software" and "commercial computer software documentation," as such terms are defined in 48 C.F.R. §12.212. Accordingly, if the End User is the U.S. Government, the Broadnet Services are provided for use with only those rights which may be granted to all other users pursuant to the terms and conditions of this Agreement, and in accordance with (i) 48 C.F.R. §§ 227.7201 through 227.7204, with respect to the Department of Defense and its contractors, or (ii) 48 C.F.R. § 12.211 and 48 C.F.R. § 12.212, with respect to all other U.S. Government agencies and its contractors.

(iii) If the End User of the Broadnet Services is the U.S. Government, and the terms of this Agreement fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the End User shall immediately discontinue use of the Broadnet Services.

**EXHIBIT A****BROADNET STANDARDS OF USE**

Any person or entity using the Broadnet Services (a "User") will not use the Broadnet Services for any purpose or in any manner that: (i) is in violation of any applicable local, state, federal or foreign laws, rules and regulations, including the Telephone Consumer Protection Act and all FCC and FTC rules, regulations and orders; (ii) is prohibited by the User agreement or these Broadnet Standards of Use; or (iii) interferes in any way with Broadnet's or any other user's use and enjoyment of the Broadnet Services. Broadnet retains the right to suspend or immediately terminate User's access to the Broadnet Services if User's conduct is found by Broadnet in its sole discretion to be inconsistent with the letter and spirit of the User agreement or these Broadnet Standards of Use.

Without limiting the foregoing, User agrees, represents and warrants to Broadnet that:

- User will not use, or attempt to use, the Broadnet Services to transmit any information that may be considered unlawful, harassing, defamatory, threatening, obscene, hateful, offensive, inappropriate, undesirable or invasive of another person's privacy or proprietary rights;
- User will not offer for sale, advertise, promote or encourage the purchase or rental of any goods or services or otherwise conduct telemarketing or telephone solicitations through or in connection with the use of the Broadnet Services;
- User will not conduct any lotteries, contests or sweepstakes through or in connection with the use of the Broadnet Services;
- User will not use, or attempt to use, the Broadnet Services to initiate a call (or instruct Broadnet to initiate a call on User's behalf) to any phone number for which User has not obtained any and all necessary and required consent of the call recipient to call her or him at that phone number;
- User will not engage in activity that could damage, disable or overburden the Broadnet Services or place spyware, adware, malware, computer viruses or other programs, files or code designed to interrupt, destroy, gain access to or limit the functionality of any computer software or hardware or telecommunications equipment onto the Broadnet websites or which

distributes such malware through the Broadnet websites, services or products to others;

- User will not transmit, or attempt to transmit, any material that may infringe the contractual, confidentiality, proprietary, intellectual property or other rights of third parties, including trademark, copyright, trade secret, privacy or proprietary rights;
- User will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Broadnet, or otherwise attempt to mislead others as to the identity of the sender or the origin of a message;
- User will not use the Broadnet Services to commit fraud or make any false representations of facts or circumstances, misstatements or in any way mislead others;
- User will not resell or distribute, or attempt to resell or distribute, the use of the Broadnet Services without the prior written consent of Broadnet;
- User will not interfere with, or attempt to interfere with, or disrupt connections to the Broadnet Services or violate the regulations, policies or procedures of such connections;
- User will not redistribute any content of the Broadnet websites or the Broadnet Services in any manner whatsoever. The foregoing prohibition expressly includes screen scraping or any other practice or activity whose purpose is to obtain lists of data or content, portions of data or databases or other lists or information from the websites or the Broadnet Services in any manner not specifically authorized in writing by Broadnet;
- User will not attempt to gain unauthorized access to the Broadnet Services, other accounts, computer systems or networks connected to the Broadnet Services; and
- User has retained legal counsel to advise User regarding compliance with all applicable local, state and federal laws, rules and regulations.

**govDelivery/Communications Cloud/Granicus Government Experience Cloud.**

- a. Contact information (including personal information) of subscribers to Client's communication network provided to Granicus by Client or gathered through Client's own web properties or activities are "Direct Subscriber" contacts and will remain the property of Client ("Direct Subscriber"). Granicus will not disclose Direct Subscriber data except as required by law, or to third parties solely as necessary to operate the Granicus Products.
- b. govDelivery, a Granicus Product, offers Direct Subscribers the opportunity to subscribe to digital communications offered by other Granicus clients (the "Advanced Network"). When a Direct Subscriber registers on the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- c. Network Subscribers are not Direct Subscribers and are only available for use while Client is under an active govDelivery subscription. Network Subscribers will not transfer to Client upon termination of Client's subscription, and Client must delete all information related to Network Subscribers within fifteen (15) days of expiration or termination of Client's access to the Advanced Network. Client is permitted to send an email inviting Network Subscribers to subscribe to updates directly from Client in the last ten (10) days of Client's subscription term. Network Subscribers that do not engage with Client directly will not be included in any subscriber list provided to Client upon conclusion of Client's subscription.

**Version May 2022**

**govMeetings.** Notwithstanding anything to the contrary in the Agreement, Client acknowledges and agrees that close-captioning services provided for both live and recorded meetings may require use of subcontractors located outside of the United States, and hereby consents to the transmission of content to such subcontractors solely for the purpose of providing close-captioning services.

**Version May 2022**

**GovQA/OpenCities/Other Data Metered Products.** Certain Granicus Products like GovQA and OpenCities provide a specific allotment of data storage as part of the annual subscription, as set forth on the Order or Quote document. Should data usage exceed the allotment purchased during the designated term, Client will be responsible for the fees associated with any data overage at the same price per unit as the initial data allotment. Data allotments reset at the commencement of each annual subscription term, and unused data cannot roll-over into subsequent subscription periods.

**Version May 2022**



**Host Compliance.** Upon Client request and with reasonable prior written notice, Granicus will provide either: (i) an affidavit setting forth the details of data collection and services provided by the Host Compliance solution, at a rate of \$196 per hour; or (ii) live expert testimony regarding the details of data collection and services provided by Host Compliance at a rate of \$294 per hour plus travel and living expenses for in-person appearances. A quote with estimated charges will be executed prior to Granicus providing expert testimony services.

**Version May 2022**

**Live Cast Encoder (Formerly ClearCaster) Terms & Conditions**

The Live Cast Encoder products are subject to the following terms:

**Permitted Use.** Granicus hereby grants during each Order Term or as otherwise specified in the Order, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Live Caster products to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Live Caster products up to the levels limited in the applicable Order.

**Data Sources.** Data uploaded into Live Caster products must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into the Live Caster products without Granicus' written permission and professional services support for list cleansing.

**Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the the Live Caster products accessed through Client's passwords.

**Content.** Client can only use the Live Caster products to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

**Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

**Advertising.** The Live Caster products shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus.

**Restrictions.** Client shall not:

- Misuse any Granicus resources or the Live Caster products or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus customers;
- Use the Granicus products, services or the Live Caster products in a manner in which system or network resources are unreasonably denied to other Granicus customers;
- Copy, distribute, sublicense, or otherwise share software provided on the Live Caster products;
- Disassemble, decompile, or otherwise reverse engineer all or any portion of the Live Caster products; or add or remove software on the Live Caster products without Granicus consent;
- Use the Live Caster products for any unlawful purposes;
- Export or allow access to the Live Caster products in violation of U.S. laws or regulations;
- Except as expressly permitted in the Order, subcontract, disclose, rent, or lease the Live Caster products, or any portion thereof, for third party use; or
- Modify, adapt, or use the Live Caster products to develop any software application intended for resale.

**Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Live Caster products. Granicus may use such submissions as it deems appropriate in its sole discretion to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

**Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Live Caster products and associated documentation including all related intellectual property rights. Further, no implied licenses are granted to Client.

**License to Content; Access.** Client hereby grants Granicus and its third-party licensors a limited right and license to view, access, use, modify, adapt, reproduce, transmit, distribute, display, and disclose Content for the sole purpose of providing the Live Caster products. Client agrees that Granicus and its third-

party licensors may remotely access the Live Caster products for the sole purpose of providing Granicus products and services and the Live Caster products.

**Warranties and Disclaimers.** Notwithstanding anything to the contrary in the Agreement, the Live Caster products are provided “AS IS” and as available. EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER GRANICUS NOR ITS THIRD-PARTY LICENSORS WARRANT THAT THE LIVE CASTER PRODUCTS WILL MEET CLIENT’S REQUIREMENTS NOR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

Notwithstanding the foregoing and subject to payment of all applicable fees, Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

**SMS and Shortcodes.**

- a. Client acknowledges and agrees that when configuring SMS and short code usage, final determination of compliance with all applicable rules and regulations remains solely with the telecommunications carriers. Granicus and its third-party providers have no discretion in determining compliance or requiring or waiving modifications to Client's deployment.
- b. Client's use of SMS and short codes are subject to the additional terms set forth below.
- c. Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- d. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

**Version May 2022**

Twilio Terms of Service

Last Updated: February 14, 2023

These Terms of Service are effective on February 14, 2023, if you created your account or accepted or otherwise agreed to them on or after February 14, 2023.

These Terms of Service are effective on March 15, 2023, if you created your account or accepted or otherwise agreed to a previous version of these Terms of Service prior to February 14, 2023.

Please read our online notice, which explains the changes to these Terms of Service and our other legal terms and conditions in more detail.

The most recent prior version of these Terms of Service is available [here](#).

If you were under the Partner Terms of Service (PTOS), the Partner Terms of Service (PTOS) has been replaced with these Terms of Service. The most recent prior version of the Partner Terms of Service (PTOS) is available [here](#).

If you were under the [Twilio Segment Partner Program Agreement](#), the Twilio Segment Partner Program

Agreement has been replaced with these Terms of Service. The most recent prior version of the Twilio Segment Partner Program Agreement is available [here](#).

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It is important that you review and understand these terms before using our services. If you do not agree to these terms, you should not agree to them, create an account, or use our services. Only the terms to the right are legally binding.

Our services are generally intended for business or professional use only.

If you have a separate agreement with us for the use of our services, these terms will not apply to you. However, these terms will apply if any services you use are not covered under that separate agreement.

These terms are effective on the date you accept them. The Twilio entity that is entering into these terms depends on where your business entity is registered. Please see the table below for more information.

PLEASE REVIEW THESE TWILIO TERMS OF SERVICE CAREFULLY. ONCE ACCEPTED, THESE TWILIO TERMS OF SERVICE BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND TWILIO. ONLY THE TERMS IN THIS RIGHT COLUMN ARE LEGALLY BINDING. THE EXPLANATIONS IN THE COLUMN TO THE LEFT ARE FOR INFORMATIONAL PURPOSES ONLY AND NON-BINDING. IF YOU DO NOT AGREE TO THESE TWILIO TERMS OF SERVICE, YOU SHOULD NOT ACCEPT THEM, CREATE AN ACCOUNT, OR USE THE SERVICES (AS DEFINED IN SECTION 1 (DEFINITIONS) BELOW).

THE SERVICES ARE INTENDED FOR BUSINESS USE OR USE IN CONNECTION WITH AN INDIVIDUAL'S TRADE, CRAFT, OR PROFESSION ONLY.

If you have a separate written agreement with Twilio for your use of the Services, these Twilio Terms of Service will not apply to you, unless that written agreement does not cover a particular Service, in which case, these Twilio Terms of Service apply solely to your use of that particular Service.

These Twilio Terms of Service ("Agreement") set forth the terms for your use of the Services and are effective as of the date you accept or otherwise agree to the terms of this Agreement ("Effective Date"). This Agreement is between the applicable Twilio entity identified below ("Twilio") and you or the organization on whose behalf you are accepting or otherwise agreeing to the terms of this Agreement ("you", "your", "yours", or "Customer").

If you are domiciled in:

Any country outside of the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, or Monaco, other than Japan

Twilio entity entering into this Agreement:

Twilio Inc., a Delaware corporation, with a place of business at 101 Spear Street, 5th Floor, San Francisco, California, 94105, United States of America

Any country within the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, or Monaco

Twilio Ireland Limited, a company registered in the Republic of Ireland, whose registered address is 3 Dublin Landings, North Wall Quay, Dublin 1, Ireland

Japan

Twilio Japan G.K., a Japanese company with a place of business at Link Square Shinjuku 16F, 5-27-5 Sendagaya, Shibuya-ku, Tokyo 151-0051, Japan

These terms might change. We will let you know at least 30 days before we make any significant changes that impact you or your use of our services, unless we are unable to because of changes in laws, regulations, or carrier requirements. The updated version of these terms will be posted on this page.

If you keep using our services after these terms have changed and gone into effect, that means you have accepted those changes and they are legally binding on you. If you do not agree with the changed terms, you must stop using our services immediately.

Twilio may update the terms of this Agreement from time to time. Twilio will provide you with written notice of any material updates at least thirty (30) days prior to the date the updated version of this Agreement is effective, unless such material updates result from changes in laws, regulations, or requirements from telecommunications providers. The updated version of this Agreement will be available at <https://www.twilio.com/legal/tos>. Notices for material updates to the terms of this Agreement will be given in accordance with Section 9.5 (Notices). Following such notice, your continued use of the Services on or after the date the updated version of this Agreement is effective and binding, as indicated at the top of this Agreement, constitutes your acceptance of the updated version of this Agreement. The updated version of this Agreement supersedes all prior versions. If you do not agree to the updated version of this Agreement, you must stop using the Services immediately.

If you reassign your account to a third-party reseller, you are still responsible for your obligations under these terms.

If you are the party that agreed to the terms of this Agreement and you reassign your account to a third-party reseller for administration purposes, such account reassignment will not excuse your obligations under this Agreement. Your use of the Services will continue to be subject to this Agreement.

Remember to let your imagination run wild with Twilio!

Finally, you understand and acknowledge that by using the Services, you agree to have fun and let your imagination run wild. Twilio cannot wait to see what you build!

## 1. Definitions

These are definitions for certain words that we will use repeatedly throughout these terms. When you see these capitalized words used as you read through these terms, they have the meanings provided in this Section 1.

There may be additional words that we define in the body of these terms. Make sure to look out for those - they will have quotes around them and each word will begin with a capital letter.

“Affiliate” means any entity that directly or indirectly controls or is controlled by, or is under common control with, the party specified. For purposes of this definition, “control” means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity.

“Beta Offerings” means Services that are identified as alpha, beta, not generally available, limited release, developer preview, or any similar Services offered by Twilio.

“Customer Data” means data and other information made available by you to Twilio in connection with your use of the Services under this Agreement.

“Customer Services” means any software application or other products and services provided by you and used in connection with your use of the Services under this Agreement. If applicable, Customer Services includes sources from which you choose to retrieve Customer Data and destinations to which you choose to transmit Customer Data using the Services.

“Documentation” means Twilio's documentation, including any usage guides and policies, for the Services, the current version of which is available at <https://www.twilio.com/docs>.

“End User” means any user of the Services, including via any Customer Services.

“Malicious Code” means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Order Form” means an ordering document between you and Twilio, or any of their Affiliates, that specifies mutually agreed upon rates for certain Services and any commercial terms related thereto.

“Services” means the products and services provided by Twilio or its Affiliates, as applicable, that (a) you use, including, without limitation, products and services that are on a trial basis or otherwise free of charge or (b) you order under an Order Form. Services excludes any Customer Services and Third Party Services (as defined below).



"Service Usage Data" means any data that is derived from the use of the Services that does not directly or indirectly identify you, your End Users, or any natural person and includes (a) data such as volumes, frequencies, bounce rates, and Service performance data and (b) subject to any restrictions under applicable law or regulation, data that is anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify you, your End Users, or any natural person.

"Support Terms" means the support-related terms for the Services, the current version of which is available at <https://www.twilio.com/support-plans>.

"Third Party Services" means any products, services, or software components that are purchased by you from Twilio, but provided, or otherwise made available, by a third party (i.e., a party other than Twilio). Third Party Services are governed by a separate agreement between you and the third-party provider.

"Twilio Acceptable Use Policy" means certain terms relating to the use of the Services, including the Service and Country Specific Requirements set forth therein, the current version of which is available at <https://www.twilio.com/legal/aup>.

"Twilio Data Protection Addendum" means the personal data processing-related terms for the Services, the current version of which is available at <https://www.twilio.com/legal/data-protection-addendum>.

"Twilio Security Overview" means the security related terms for the Services, the current version of which is available at <https://www.twilio.com/legal/security-overview>.

"Twilio SLA" means the service level agreement for the Services, the current version of which is available at <https://www.twilio.com/legal/service-level-agreement>.

Any capitalized term not defined in this Section 1 will have the meaning provided in this Agreement.

## 2. Services

We will make our services available to you according to our published documentation on our website and our service level agreement. We will also protect your data and our services according to our security overview.

2.1 Provision of the Services. Twilio will: (a) provide the Services to you pursuant to this Agreement, the applicable Documentation, and any applicable Order Form(s); (b) comply with the Twilio SLA; (c) comply with the security terms for the Services as set forth in the Twilio Security Overview; (d) provide the Services in accordance with laws applicable to Twilio's provision of the Services to its customers generally (i.e., without regard for your particular use of the Services), subject to your use of the Services in accordance with this Agreement, the applicable Documentation, and any applicable Order Form(s); (e) make commercially reasonable efforts to use industry standard measures designed to scan, detect, and delete Malicious Code; (f) if applicable, use trained, qualified personnel to provide the Services; and (g) use commercially reasonable efforts to provide you with applicable support for the Services as described in the Support Terms.

Here are some "dos" and "don'ts" you must follow when using our services:

- (a) You're responsible for all use of our services under your account;
- (b) You will not transfer, resell, or make available to third parties our services, except to your end users as part of the software applications you develop or products and services you offer;
- (c) You will use our services according to these terms, our Acceptable Use Policy, including our service and country specific terms, and any laws or regulations;
- (d) You are responsible for your end users, including all of their activities;
- (e) You will prevent unauthorized access to or use of our services;
- (f) You will cooperate during information requests we receive relating to your use of our services; and
- (g) You will comply with your promises in Section 5 (Representations, Warranties, and Disclaimer) below.

2.2 Customer Responsibilities. You will: (a) be solely responsible for all use of the Services and Documentation under your account and the Customer Services; (b) not transfer, resell, lease, license, or otherwise make available the Services to third parties (except to make the Services available to your End Users) or offer them on a standalone basis; (c) use the Services only in accordance with this Agreement, the Twilio Acceptable Use Policy, the applicable Documentation, any applicable Order Form(s), and applicable law or regulation; (d) be solely responsible for all acts, omissions, and activities of your End Users, including their compliance with this Agreement, the Twilio Acceptable Use Policy, the applicable Documentation, any applicable Order Form(s), and applicable law or regulation; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify Twilio promptly of any such unauthorized access or use; (f) provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers; and (g) comply with your representations and warranties set forth in Section 5 (Representations, Warranties, and Disclaimer).

We can suspend your use of our services in the following situations:

- (a) You or your end users violate our Acceptable Use Policy and our service and country specific terms;
- (b) You send fraudulent traffic using our services or your use of our services negatively impacts the operation of our services;
- (c) Legal or regulatory conditions prohibit us from providing our services;
- (d) Your use or your end users' use threatens the security or operability of our services; or
- (e) The information about you in your account is not true, accurate, or complete.

2.3 Suspension of Services. Twilio may suspend the Services upon written notice to you if Twilio, in good faith, determines: (a) that you or your End Users materially breach (or Twilio, in good faith, believes that you or your End Users have materially breached) the Twilio Acceptable Use Policy; (b) there is an unusual and material spike or increase in your use of the Services and that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the Services; (c) that its provision of the Services is prohibited by applicable law or regulation; (d) there is any use of the Services by you or your End Users that threatens the security, integrity, or availability of the Services; or (e) that information in your

account is untrue, inaccurate, or incomplete. You remain responsible for the Fees (as defined in Section 3.3 (Payment Terms)).

Our services operate on a multi-tenant platform, which we are always looking to innovate and make better. As such, our services may change over time. We will let you know in advance if any changes to our services are not backwards compatible. We may also work with you to resolve any significant negative impacts that result from changes to our services that are not backwards compatible.

**2.4 Changes to the Services.** You acknowledge that the features and functions of the Services may change over time; provided, however, Twilio will not materially decrease the overall functionality of the Services. It is your responsibility to ensure the Customer Services are compatible with the Services. Twilio endeavors to avoid changes to the Services that are not backwards compatible, however, if any such changes become necessary, Twilio will use commercially reasonable efforts to notify you at least sixty (60) days prior to implementation. In the event Twilio makes a non-backwards compatible change to certain Services and such change materially and negatively impacts your use of the Services ("Adverse Change"), (a) you will notify Twilio of the Adverse Change and (b) Twilio may agree to work with you to resolve or otherwise address the Adverse Change, except where Twilio, in its sole discretion, has determined that an Adverse Change is required for security reasons, by telecommunications providers, or to comply with applicable law or regulation.

You may use products called beta offerings, which are not generally available (e.g., services that are in alpha, beta, limited release). You are not required to use our beta offerings in order to use our services.

**2.5 Beta Offerings.** From time to time, Twilio may make available Beta Offerings. You may, in your sole discretion, choose to use a Beta Offering. Twilio may discontinue a Beta Offering at any time, in its sole discretion, or decide not to make a Beta Offering generally available. To the extent you use any Beta Offerings that are only made available to a limited number of customers on an invitation basis in a non-public or private manner (collectively, "Private Beta Offerings"), the additional terms in Section 10.1 (Private Beta Offerings) apply to you.

### 3. Fees and Payment Terms

The fees you pay to us are either outlined in a signed order form or on our list of fees on our website.

**3.1 Fees.** You agree to pay the fees set forth in the applicable Order Form(s). If you use any Services not set forth in the applicable Order Form(s), you will be charged the applicable rates available at <https://www.twilio.com/pricing>.

You agree to pay taxes, communications surcharges (e.g., pass-through carrier fees), and costs, fines, or penalties that we incur relating to your use of our services. Taxes and communications surcharges are shown as separate line items on your invoice, so you can identify them easily.

If you are exempt from paying any taxes or communications surcharges, please let us know at [taxforms@twilio.com](mailto:taxforms@twilio.com) and provide us with the up-to-date exemption information or proof.

### 3.2 Taxes and Communications Surcharges

**3.2.1 Taxes.** All fees are exclusive of any applicable taxes, levies, duties, or other similar exactions

imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes (collectively, "Taxes"). You will pay all Taxes in connection with this Agreement, excluding any taxes based on Twilio's net income, property, or employees. If you are required by applicable law to withhold any Taxes from payments owed to Twilio, you will reduce or eliminate such withheld Taxes upon receipt of the appropriate tax certificate or document provided by Twilio. You will provide Twilio with proof of payment of any withheld Taxes to the appropriate authority. Taxes will be shown as a separate line item on an invoice.

**3.2.2 Communications Charges.** If applicable, all fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges (collectively, "Communications Surcharges"). You will pay all Communications Surcharges in connection with your use of the Services. Communications Surcharges will be shown as a separate line item on an invoice. You will pay all costs, fines, or penalties that are imposed on Twilio by a government or regulatory body or a telecommunications provider as a result of your or your End Users' use of the Services.

**3.2.3 Exemption.** If you are exempt from paying certain Taxes or Communications Surcharges, you will provide the necessary exemption information as requested by Twilio or a valid exemption certificate issued by the appropriate authority via e-mail to [taxforms@twilio.com](mailto:taxforms@twilio.com). You will be exempt on a going-forward basis once Twilio has approved your exemption request. If the appropriate authority determines, at any time, that you are not exempt from paying any Taxes or Communications Surcharges, you will promptly pay such Taxes or Communications Surcharges to Twilio, plus any applicable interest or penalties.

You agree to pay us for any services you use.

If you add funds to your account via credit card, you must make sure you have added sufficient funds to cover the fees you owe us. If you do not have sufficient funds in your account to cover the fees you owe us or your credit card declines, then we may suspend our services to all of your accounts.

If we approve you for invoicing, you agree to pay the fees owed to us in US dollars, unless another currency is shown on your order form or invoice, no later than 30 days after the date of the invoice.

If you do not pay on time, then we will send you a late notice. If we do not get your payment within 15 days of the date of the late notice, then we may charge a late fee and suspend our services to all of your accounts. Please pay us on time.

You also may not create new accounts until any fees that you owe us are paid in full.

**3.3 Payment Terms.** Except as otherwise expressly set forth herein, payment obligations are non-cancelable and fees, Taxes, and Communications Surcharges (collectively, "Fees"), once paid, are non-refundable. Except as otherwise set forth in the applicable Order Form(s) and subject to Section 3.3.3 (Payment Disputes), You will pay the Fees due hereunder in accordance with the following applicable payment method:

**3.3.1 Credit Card.** If you elect to add funds to your account by credit card and use such funds to pay the Fees due, you are responsible for ensuring such funds cover the Fees due. If your account does not have sufficient funds or your credit card declines a charge for the Fees due, Twilio may suspend the provision of the Services to all of your accounts until the Fees due are paid in full. You are prohibited from

creating new accounts until the Fees due are paid in full.

3.3.2 Invoicing. If you elect to receive invoices and Twilio approves you for the same, then, except as otherwise set forth in the applicable Order Form(s), (a) invoices will be sent to you each month, via email to the email address(es) you designate in your account and (b) you will pay the Fees due within thirty (30) days of the date of the invoice. Except as otherwise set forth in the applicable Order Form(s) or an invoice to the extent you procure the Services without any applicable Order Form(s), the Fees are payable in United States dollars. If you fail to pay the Fees and remedy such failure within fifteen (15) days of the date Twilio provides you with written notice of the same, then Twilio may (i) assess and you will pay a late fee of the lesser of 1.5% per month or the maximum amount allowable by law and (ii) suspend the provision of the Services to all of your accounts until the Fees due are paid in full. You are prohibited from creating new accounts until the Fees due are paid in full.

If you ever think that we charged you the wrong amount and you want to dispute it, then let us know in writing within 60 days of the billing date for the charge in question. You have to be reasonable when disputing a charge and must act in good faith and cooperate with us to resolve the dispute.

3.3.3 Payment Disputes. You will notify Twilio in writing within sixty (60) days of the date Twilio bills you for any Fees that you wish to dispute. You may withhold the disputed Fees until the dispute is resolved. Where you are disputing any Fees, you must act reasonably and in good faith and will cooperate diligently with Twilio to resolve the dispute. Twilio will not charge you a late fee or suspend the provision of the Services for unpaid Fees that are in dispute, unless you fail to cooperate diligently with Twilio or Twilio determines the dispute is not reasonable or brought in good faith by you.

If you are purchasing our services through a third-party fulfillment reseller, then you will pay the fees incurred for using our services to that third-party fulfillment reseller instead of us. If you fail to pay the third-party fulfillment reseller on time, our services may be suspended.

3.4 Fulfillment Resale. If you are purchasing the Services through a third-party fulfillment reseller that is solely responsible for facilitating payments to Twilio for your use of the Services ("Fulfillment Reseller"), you will pay all fees due for your use of the Services directly to the Fulfillment Reseller in accordance with your agreement with the Fulfillment Reseller ("Fulfillment Agreement"). If you breach your payment obligations to the Fulfillment Reseller and fail to cure such breach within the time period specified in the Fulfillment Agreement, the Fulfillment Reseller or Twilio may suspend the provision of the Services to you upon written notice.

#### 4. Ownership, Customer Data, and Confidentiality

What is ours is ours, including our services, our published documentation on our website, our confidential information, data that is derived from the use of our services that does not identify or no longer identifies you, your end users, or any natural person, and any feedback you or your end users provide to us about our services. What is yours is yours, including the software applications you develop or products and services you offer, your confidential information, and your data.

4.1 Ownership Rights. As between the parties, Twilio exclusively owns and reserves all right, title, and interest in and to the Services, the Documentation, Twilio's Confidential Information (as defined in Section 4.3.1 (Definition)), Service Usage Data, and any feedback or suggestions you or your End Users provide regarding the Services. As between the parties, you exclusively own and reserve all right, title, and

interest in and to the Customer Services, your Confidential Information, and Customer Data, subject to Twilio's rights to process Customer Data in accordance with this Agreement.

We or our affiliates can use your data in order to provide you with our services according to our obligations in these terms and the terms of our Data Protection Addendum.

4.2 Customer Data. You grant Twilio and its Affiliates the right to process Customer Data as necessary to provide the Services in a manner that is consistent with this Agreement and the Twilio Data Protection Addendum. You are responsible for the quality and integrity of Customer Data.

Neither of us will tell anyone else about or use the confidential information that we got from each other, except to carry out each of our individual obligations under these terms.

If either of us shares the other's confidential information with third parties, then the one sharing that confidential information will make sure those third parties comply with these confidentiality obligations.

### 4.3 Confidentiality

4.3.1 Definition. "Confidential Information" means any information or data, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") to the other party ("Receiving Party") that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including, without limitation, this Agreement, Order Form(s), Customer Data, security reports and attestations, audit reports, customer lists, pricing, concepts, processes, plans, designs and other strategies, "know how", inventions, and financial, technical, or other business information and materials of Disclosing Party and its Affiliates. Confidential Information does not include any information which: (a) is publicly available through no breach of this Agreement or fault of Receiving Party; (b) was properly known by Receiving Party, and to its knowledge, without any restriction, prior to disclosure by Disclosing Party; (c) was properly disclosed to Receiving Party, and to its knowledge, without any restriction, by another person without violation of Disclosing Party's rights; or (d) is independently developed by Receiving Party without use of or reference to the Confidential Information of Disclosing Party.

4.3.2 Use and Disclosure. Except as otherwise authorized by Disclosing Party in writing, Receiving Party will not (a) use any Confidential Information of Disclosing Party for any purpose outside of exercising Receiving Party's rights or fulfilling its obligations under this Agreement and (b) disclose or make Confidential Information of Disclosing Party available to any party, except to Receiving Party's Affiliates, and Receiving Party's and its Affiliates' respective employees, legal counsel, accountants, contractors, and in Twilio's case, subcontractors (collectively, "Representatives") who have a "need to know" as necessary for Receiving Party to exercise its rights or fulfill its obligations under this Agreement. Receiving Party will be responsible for its Representatives' compliance with this Section 4.3. Representatives will be legally bound to protect Confidential Information of Disclosing Party under terms of confidentiality that are at least as protective as the terms of this Section 4.3. Receiving Party will protect the confidentiality of Confidential Information of Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information but in no event less than reasonable care. Notwithstanding the foregoing, you may disclose Twilio's SOC2 or similar report, which will constitute Twilio's Confidential Information, only to your End Users or your End Users' employee or contract worker who has a "need to know" for such SOC2 or similar report and is legally bound to terms of confidentiality that are at least as protective as the terms of this Section 4.3.

Either of us may disclose the confidential information we got from the other if required by a law, regulation, subpoena, or a court order, if we fulfill certain conditions, such as providing notice, if legally allowed, and reasonable cooperation.

4.3.3 Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if so required pursuant to a regulation, law, subpoena, or court order (collectively, "Compelled Disclosures"), provided Receiving Party gives Disclosing Party written notice of a Compelled Disclosure (to the extent legally permitted). Receiving Party will provide reasonable cooperation to Disclosing Party in connection with a Compelled Disclosure at Disclosing Party's sole expense.

Money alone may not be enough to make either of us whole if one of us breaks our promise of confidentiality. As such, either of us may seek other remedies, like gag orders, if needed.

4.3.4 Injunctive Relief. The parties expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this Section 4.3 and that, in the event of an actual or threatened breach of the provisions of this Section 4.3, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

We may use and display your name, logo, and a description of how you use our services on our website, in earnings releases, and in other marketing materials. We promise to follow any usage guidelines that you provide to us.

4.4 Use of Marks. You grant Twilio the right to use and display your name, logo, and a description of your use case(s) on Twilio's website, in earnings releases and calls, and in marketing and promotional materials, subject to your standard trademark usage guidelines that you expressly provide to Twilio.

## 5. Representations, Warranties, and Disclaimer

Each of us agrees to these terms and promises it has the legal power to do so.

5.1 Power and Authority Representation. Each party represents and warrants that it has validly accepted or entered into this Agreement and has the legal power to do so.

Each of us will follow anti-corruption, anti-money laundering, economic and trade sanctions, export controls, and other international trade laws, regulations, and government orders. Each of us also confirms that we, or our organization, is not on any government sanctions or restricted party lists of people and organizations that companies like Twilio are not allowed to do business with.

If you or your end users become placed on any government sanctions or restricted party lists, you will stop using our services and remove any end users' access to our services.

5.2 Anti-Corruption and International Trade Laws. Each party (a) warrants that it will comply with all applicable anti-corruption, anti-money laundering, economic and trade sanctions, export controls, and other international trade laws, regulations, and governmental orders (collectively, "Anti-Corruption and Trade Laws") in the jurisdictions that apply directly or indirectly to the Services, including, without limitation, the United States, and (b) represents that it has not made, offered, promised to make, or authorized any payment or anything of value in violation of Anti-Corruption and Trade Laws. You will

promptly notify Twilio in writing of any actual or potential violation of Anti-Corruption and Trade Laws in connection with the use of the Services and take all appropriate steps to remedy or resolve such violations, including any steps requested by Twilio. If applicable, you represent that you have obtained, and warrant that you will continue to obtain, all licenses or other authorizations required to export, re-export, or transfer the Services. Each party represents that it (and in your case, also your End Users) is not on any government prohibited, denied, or unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list (collectively, "Sanctions Lists"). You will immediately (i) discontinue your use of the Services if you become placed on any Sanctions List and (ii) remove your End Users' access to the Services if your End Users become placed on any Sanctions List. You represent that you have not, and warrant that you will not, export, re-export, or transfer the Services to an entity on any Sanctions List without prior authorization from the applicable governmental authority. Notwithstanding anything to the contrary in this Agreement, either party may terminate this Agreement immediately upon written notice to the other party if the other party is in breach of its obligations in this Section 5.2. If your account is blocked because it is operating in a country or region prohibited under this Section 5.2, you will receive notice of your account being inoperable when you attempt to log into your account in such prohibited country or region.

You will only give us data for which you provided any required notices and received any required permissions, including in a manner as required by law or regulation. In addition, we will only use this data according to Section 4.2 (Customer Data) above.

**5.3 Consents and Permissions.** You represent and warrant that you have provided and will continue to provide adequate notices, and that you have obtained and will continue to obtain the necessary permissions and consents, to provide Customer Data to Twilio for processing pursuant to Section 4.2 (Customer Data).

Our services will work the way we say they will in our published documentation on our website.

**5.4 Services.** Twilio represents and warrants that the Services perform materially in accordance with the applicable Documentation. Your exclusive remedy for a breach of this Section 5.4 will be, at Twilio's option, to (a) remediate any material non-conformity or (b) refund you the Fees paid for the time period during which the affected Services do not comply with this Section 5.4.

Except for any of the explicit promises in this Section 5, we are offering our services "as is." You also understand that we are not responsible if anything happens to your data outside of our network or for anything that happens resulting from:

- (a) your use of our beta offerings;
- (b) the software applications you develop or the products and services you offer; or
- (c) any products and services provided by a third-party provider.

**5.5 DISCLAIMER.** WITHOUT LIMITING A PARTY'S EXPRESS WARRANTIES AND OBLIGATIONS HEREUNDER, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. TWILIO ADDITIONALLY DISCLAIMS ALL WARRANTIES RELATED TO



TELECOMMUNICATIONS PROVIDERS. YOU ACKNOWLEDGE THE INTERNET AND TELECOMMUNICATIONS PROVIDERS' NETWORKS ARE INHERENTLY INSECURE AND THAT TWILIO WILL HAVE NO LIABILITY FOR ANY CHANGES TO, INTERCEPTION OF, OR LOSS OF CUSTOMER DATA WHILE IN TRANSIT VIA THE INTERNET OR A TELECOMMUNICATIONS PROVIDER'S NETWORK. BETA OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE". TWILIO MAKES NO WARRANTIES AND WILL HAVE NO LIABILITY FOR ANY BETA OFFERINGS, CUSTOMER SERVICES, OR THIRD PARTY SERVICES WHATSOEVER.

## 6. Mutual Indemnification

If someone comes after you claiming that our provision of our services violates their intellectual property rights, we will fight that fight for you and pay any awarded damages or settlement we enter into.

### 6.1 Indemnification by Twilio

6.1.1 Scope of Indemnification. Twilio will defend you, your Affiliates, and each of their directors, officers, and employees (collectively, "Customer Indemnified Parties") from and against any claim, demand, suit, or proceeding made or brought against a Customer Indemnified Party by a third party alleging that Twilio's provision of the Services infringes or misappropriates such third party's intellectual property rights ("Twilio Indemnifiable Claim"). Twilio will indemnify you from any fines, penalties, damages, attorneys' fees, and costs awarded against a Customer Indemnified Party or for settlement amounts approved by Twilio for a Twilio Indemnifiable Claim.

If we think our services infringe someone's intellectual property rights, then, in addition to fighting the fight as we talk about above, we will either obtain the rights for you to continue to use our services or modify our services, so they do not infringe. If we cannot do either of these, we will terminate these terms and refund you any prepaid and unused fees.

6.1.2 Infringement Options. If Twilio's provision of the Services has become, or in Twilio's opinion is likely to become, the subject of any Twilio Indemnifiable Claim for third-party intellectual property rights infringement or misappropriation, Twilio may at its option and expense: (a) procure the right to continue to provide the Services as set forth herein; (b) modify the Services to make them non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate this Agreement, or, if applicable, terminate the Services that are the subject of any Twilio Indemnifiable Claim for third-party intellectual property rights infringement or misappropriation, and refund you any unused pre-paid Fees.

In this Section 6.1.3, we describe situations where we do not have to indemnify you, such as (a) your violation of these terms, (b) any claims brought against you by someone due to your use of our services in combination with other applications or services, or (c) your use of our services that are free of charge or our beta offerings.

6.1.3 Limitations. Twilio will have no liability or obligation under this Section 6.1 with respect to any Twilio Indemnifiable Claim arising out of (a) your use of the Services in breach of this Agreement; (b) the combination, operation, or use of the Services with other applications, portions of applications, products, or services, including, without limitation, the Customer Services or Third Party Services, where the Services would not by themselves be infringing; or (c) Services for which there is no charge or Beta Offerings.

Similar to above, you need to fight the fight if someone comes after us because you or your end users breach your responsibilities in Section 2.2 (Customer Responsibilities) or because of the software

applications you develop or the products and services you offer.

6.2 Indemnification by Customer. You will defend Twilio, its Affiliates, and each of their directors, officers, and employees (collectively, "Twilio Indemnified Parties") from and against any claim, demand, suit, or proceeding made or brought against a Twilio Indemnified Party by a third party alleging or arising out of: (a) your or your End Users' breach of Section 2.2 (Customer Responsibilities) or (b) any Customer Services infringing or misappropriating such third party's intellectual property rights (collectively, "Customer Indemnifiable Claims"). You will indemnify Twilio from any fines, penalties, damages, attorneys' fees, and costs awarded against a Twilio Indemnified Party or for settlement amounts that you approve for a Customer Indemnifiable Claim.

This Section 6.3 outlines the indemnification process - how it works, what is required, etc. It applies to both of us equally. Please be sure to read it.

6.3 Conditions of Indemnification. As a condition of the foregoing indemnification obligations: (a) the indemnified party ("Indemnified Party") will promptly notify the indemnifying party ("Indemnifying Party") of any Customer Indemnifiable Claim or Twilio Indemnifiable Claim (individually or collectively referred to herein as a "Claim") in writing; provided, however, that the failure to give prompt written notice will not relieve Indemnifying Party of its obligations hereunder, except to the extent that Indemnifying Party was actually and materially prejudiced by such failure; (b) Indemnifying Party will have the sole authority to defend or settle a Claim; and (c) Indemnified Party will reasonably cooperate with Indemnifying Party in connection with Indemnifying Party's activities hereunder, at Indemnifying Party's expense. Indemnified Party reserves the right, at its own expense, to participate in the defense of a Claim. Notwithstanding anything herein to the contrary, Indemnifying Party will not settle any Claim for which it has an obligation to indemnify under this Section 6 admitting liability or fault on behalf of Indemnified Party, nor create any obligation on behalf of Indemnified Party without Indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

6.4 Exclusive Remedy. This Section 6 states Indemnifying Party's sole liability to, and Indemnified Party's exclusive remedy against, the other party for any third-party claims.

## 7. Limitation of Liability

This Section 7.1 outlines the types of damages that are available in the event of a claim. At a high level, neither of us is responsible for damages that indirectly result from an incident.

7.1 LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, LOST DATA, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

Generally speaking, any direct damages either of us might owe to the other are capped at the amounts you paid us (or should have paid us) in the 12-month period before the incident occurred.

7.2 LIMITATION OF LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH

ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

The only exceptions to the limitations in Section 7.1 (Limitation on Indirect, Consequential, and Related Damages) and Section 7.2 (Limitation of Liability) are for your violation of your responsibilities in Section 2.2 (Customer Responsibilities), your payment obligations in Section 3 (Fees and Payment Terms), and both of our indemnification obligations in Section 6 (Mutual Indemnification).

7.3 EXCEPTIONS TO THE LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 7.1 (LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES) AND SECTION 7.2 (LIMITATION OF LIABILITY), THE LIMITATIONS IN SECTION 7.1 AND SECTION 7.2 DO NOT APPLY TO (a) YOUR BREACH OF SECTION 2.2 (CUSTOMER RESPONSIBILITIES); (b) YOUR AND YOUR AFFILIATES' BREACH OF SECTION 3 (FEES AND PAYMENT TERMS); OR (c) AMOUNTS PAYABLE PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 (MUTUAL INDEMNIFICATION).

## 8. Term, Termination, and Survival

These terms will be valid and effective from the date you agree to them until they are ended according to one of the events in Section 8.2 (Termination) below.

8.1 Agreement Term. This Agreement will commence on the Effective Date and continue until terminated in accordance with Section 8.2 (Termination) ("Term").

Either of us may end these terms by providing the other with 30 days advance notice. However, if you have any order forms in effect, those order forms will remain in effect for the duration of their order form term and these terms will continue to apply.

### 8.2 Termination

8.2.1 For Convenience. Either party may terminate this Agreement for convenience by providing the other party with at least thirty (30) days prior written notice. Notwithstanding the preceding sentence, if there are any Order Form(s) in effect, this Agreement will not terminate until all such Order Form(s) have expired or have been terminated in accordance with the terms therein.

If either of us violates these terms and does not fix the violation within 15 days, the other one may end these terms.

Ending these terms will result in the closure of all of your accounts.

8.2.2 Material Breach. Either party may terminate this Agreement (including all Order Form(s) and Services that are in effect) in the event the other party commits any material breach of this Agreement and fails to remedy such breach within fifteen (15) days of the date of written notice of such breach. For the avoidance of doubt, a breach of the Twilio Acceptable Use Policy will be considered a material breach of this Agreement. If Twilio terminates this Agreement because of your material breach, then Twilio will also close your accounts.

Either of us may end these terms by providing the other with written notice if the other goes bankrupt or fails to continue its business.

8.2.3 Insolvency. Subject to applicable law, either party may terminate this Agreement immediately by providing written notice in the event of the other party's liquidation, commencement of dissolution proceedings, or any other proceeding relating to a receivership, failure to continue business, assignment for the benefit of creditors, or becoming the subject of bankruptcy.

Certain important terms live on even after these terms end. That includes your payment obligations to us and the specific sections mentioned on the right.

8.3 Survival. Upon termination of this Agreement, the terms of this Section 8.3 and the terms of the following Sections will survive: Section 2.1 (c) (regarding the Twilio Security Overview), Section 3 (Fees and Payment Terms), Section 4 (Ownership, Customer Data, and Confidentiality), Section 5.5 (Disclaimer), Section 6 (Mutual Indemnification), Section 7 (Limitation of Liability), Section 9 (General), and any applicable terms in Section 10 (Additional Terms).

## 9. General

Your affiliates may use our services according to these terms. However, you and your affiliates are both responsible for the activities of your affiliates.

9.1.1 Affiliates of Customer. Your Affiliates may use the Services under and in accordance with the terms of this Agreement. You represent and warrant that you have sufficient rights and the authority to make this Agreement binding upon each of your Affiliates. You and each of your Affiliates will be jointly and severally liable for the acts and omissions of such Affiliate in connection with this Agreement and such Affiliate's use of the Services. Only you will bring any claim against Twilio on behalf of your Affiliates.

Our affiliates may provide you or your affiliates with our services or bill you or your affiliates on behalf of us or another Twilio entity providing our services.

9.1.2 Affiliates of Twilio. An Affiliate of Twilio may provide the Services, or a portion thereof, to you or your Affiliates, as applicable, in accordance with this Agreement and any applicable Order Form(s) with such Affiliate of Twilio. Twilio will (a) be responsible for the Services its Affiliates provide and (b) not be relieved of its obligations under this Agreement if its Affiliates provide the Services or a portion thereof. Twilio will enforce the terms of this Agreement relating to the Services its Affiliates provide. Notwithstanding anything to the contrary in this Agreement, an Affiliate of Twilio may directly bill you or your Affiliates, as applicable, (i) for the Services it provides or (ii) solely as a billing agent for Twilio or the Affiliate of Twilio providing the Services, as applicable.

Neither of us may transfer our obligations under these terms without the other's prior written consent, unless either of us is transferring our obligations to an entity that is assuming either of our assets or business or to either of our affiliates.

9.2 Assignment. Neither party may assign or otherwise transfer this Agreement or any applicable Order Form(s), in whole or in part, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either

party may assign this Agreement or any applicable Order Form(s), in whole or in part, without consent to (a) a successor to all or part of its assets or business or (b) an Affiliate. Any attempted assignment or transfer by either party in violation hereof will be void. Subject to the foregoing, this Agreement and any applicable Order Form(s) will be binding on the parties and their respective successors and permitted assigns.

These terms do not create any special relationship between us, like an employer-employee relationship, joint venture, or a partnership. Nothing will change that. Each of us is responsible for our own employees and agents.

**9.3 Relationship.** Each party is an independent contractor in the performance of each and every part of this Agreement. Nothing in this Agreement is intended to create or will be construed as creating an employer-employee relationship or a partnership, agency, joint venture, or franchise. Each party will be solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities, damages, or debts of any type whatsoever that may arise on account of its activities, or those of its employees and agents, in the performance of this Agreement. Neither party has the authority to commit the other party in any way and will not attempt to do so or imply that it has the right to do so.

These terms are strictly between you and us. No third parties have any rights under these terms unless we already say so in these terms.

**9.4 No Third-Party Beneficiaries.** This Agreement does not confer any benefits on any third party (including your End Users or an Affiliate) unless it expressly states that it does.

If you need to notify us, you must send notices via email to [legalnotices@twilio.com](mailto:legalnotices@twilio.com).

If we need to notify you, we will notify you via email to the email address designated in your account or via your account portal.

**9.5 Notices.** Notices to Twilio will be provided via email to [legalnotices@twilio.com](mailto:legalnotices@twilio.com). All notices to you will be provided via email to the relevant contact(s) you designate in your account.

These terms are governed by the law specified in the table below, depending on where your business entity is registered.

If we go to court to resolve a dispute between us, then the courts specified in the table below, depending on where your business entity is registered, will be responsible for resolving that dispute.

**9.6 Governing Law and Attorneys' Fees.** This Agreement will be governed by and interpreted according to the laws of the applicable state or country identified below without regard to conflicts of laws and principles that would cause the application of the laws of another jurisdiction. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except as provided in Section 9.7 (Dispute Resolution), any legal suit, action, or proceeding arising out of or relating to this Agreement or the Services will be instituted in the applicable courts identified below and the parties hereby consent to the personal jurisdiction of these courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such legal suit, action, or proceeding will be entitled to reimbursement of its attorneys' fees and related costs by the non-prevailing party.

If you are domiciled in:

Governing law:

Courts with personal jurisdiction:

Any country outside of the (a) European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, and Monaco and (b) Asia-Pacific region, other than Brazil and Japan

State of California

State or federal courts of San Francisco, California, United States of America

Any country within the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, or Monaco

England and Wales

Courts of London, England, United Kingdom

Any country within the Asia-Pacific region, other than Japan

Singapore

Courts of Singapore

Brazil

Brazil

City and State of São Paulo, Brazil

Japan

Japan (including its procedural rules)

Tokyo District Court

If there is a dispute (except for intellectual property disputes) between us, each of us will escalate the dispute internally to see if we can resolve it. If we cannot, each of us agrees to resolve the dispute through binding arbitration.

9.7 Dispute Resolution. In the event of any dispute, claim, or controversy in connection with this Agreement (other than for disputes, claims, or controversies related to the intellectual property of a party) (collectively, "Disputes"), each party's senior representatives will, in good faith, attempt to resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days or within such other time period as the parties may agree in writing, then the parties may commence binding arbitration under JAMS' Comprehensive Arbitration Rules and Procedures. The parties will share equally the fees and expenses of the JAMS arbitrator. The arbitration will be conducted by a sole arbitrator mutually agreed to

between the parties or, failing that, by JAMS under its then prevailing rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator will have the authority to grant specific performance or any other equitable or legal remedy, including provisional remedies. Each party will be responsible for its own incurred expenses arising out of any dispute resolution procedure. Any arbitration proceedings will take place in the English language in (a) San Francisco, California, if you are domiciled in any country outside of the (i) European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, and Monaco and (ii) Asia-Pacific region; (b) London, England, if you are domiciled in any country within the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, or Monaco; or (c) Singapore, if you are domiciled in any country within the Asia-Pacific region.

If neither of us can carry out our obligations under these terms because something crazy happens beyond either of our control (think earthquake, massive power outage, war), then that does not count as a violation of these terms.

9.8 Force Majeure. No failure, delay, or default in performance of any obligation of a party will constitute an event of default or breach of this Agreement to the extent that such failure to perform, delay, or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil or military authority, fire, strike, lockout, or other labor dispute, flood, terrorist act, war, riot, theft, earthquake, or other natural disaster (collectively, "Force Majeure Events"). The party affected by a Force Majeure Event will take all reasonable actions to minimize the consequences of any such event.

If neither of us enforces any part of these terms, that does not mean that we cannot enforce that part now or in the future.

If there are inconsistencies between the various terms and conditions that make up these terms, the order of precedence will be as follows to resolve those inconsistencies: (1) any order forms; (2) our Data Protection Addendum; (3) the terms set forth in the body of these Terms of Service; (4) our Acceptable Use Policy, including our service and country specific terms; (5) any other terms and conditions incorporated into these terms; and (6) our published documentation on our website.

9.9 Waiver and Order of Precedence. No failure or delay by either party in exercising any right or enforcing any provision under this Agreement will constitute a waiver of that right or provision, or any other provision. Titles and headings of sections of this Agreement are for convenience only and will not affect the construction of any provision of this Agreement. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form(s), (2) the Twilio Data Protection Addendum, (3) the terms set forth in the body of this Twilio Terms of Service, (4) the Twilio Acceptable Use Policy, (5) any other terms incorporated by reference herein or any other exhibits or attachments hereto, and (6) the applicable Documentation.

If any part of these terms is not legally enforceable, the rest of these terms will still be legally enforceable.

9.10 Severability. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary to render such provision enforceable and, in any event, the remainder of this Agreement will continue in full force and effect.

These terms and these terms only govern our relationship with each other and your use of our services.

Any terms and conditions outside of these terms will be invalid and not apply.

9.11 Entire Agreement. This Agreement (including all exhibits and attachments hereto) will constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, proposals, statements, sales materials, presentations, or non-disclosure or other agreements, whether oral or written. No oral or written information or advice given by Twilio, its agents, or its employees will create a warranty or in any way increase the scope of the warranties or obligations in this Agreement. The parties agree that any term or condition stated in your vendor registration form or registration portal or in any purchase order document or similar document will be construed solely as evidence of your internal business processes and the terms and conditions contained therein will be void and have no effect with regard to this Agreement, even if accepted by Twilio or executed by the parties after the Effective Date.

## 10. Additional Terms

If you use any of our non-public or private beta offerings, these terms apply to you.

10.1 Private Beta Offerings. Any Private Beta Offerings made available to Customer are strictly for testing and experimentation purposes only. Customer acknowledges that, by their nature, Private Beta Offerings may (a) not meet speed or performance benchmarks or expectations; (b) have gaps in functionality; and (c) contain bugs. The Support Terms and Twilio SLA do not apply to Private Beta Offerings. Private Beta Offerings, and any information related to such Private Beta Offerings, including their existence, are considered Twilio's Confidential Information.

If you are a U.S. Federal or U.S. state entity, or a federally-recognized tribal entity performing governmental functions and eligible for funding and services from the U.S. Department of the Interior, these terms apply to you.

10.2 United States Federal, State, and Tribal Governments. If you are a (a) United States federal entity, including without limitation, a bureau, office, agency, department, or other entity of the United States government; (b) a United States state entity, including without limitation, a bureau, department, office, or other entity of a state or a local, county, borough, commonwealth city, municipality, town, township, special purpose district, or other entity established by the laws of a state and located in such state; or (c) a federally-recognized tribal entity performing governmental functions and eligible for funding and services from the United States Department of the Interior by virtue of its status as an Indian tribe, or in Alaska, a Native village or Alaska Regional Native corporation, the following terms apply:

10.2.1 Failure to Pay. Twilio may assess, and you will pay, interest equal to the maximum amount allowable by applicable law, if you fail to pay the Fees and remedy such failure within fifteen (15) days of the date Twilio provides you with written notice of the same.

10.2.2 Public Disclosure Laws. Section 4.3.2 (Use and Disclosure) of this Agreement does not prohibit you from disclosing the terms of this Agreement to the extent required by public disclosure laws applicable to you ("Public Disclosure Laws"), provided that, to the extent permissible, any material legal terms included in this Agreement (e.g., representations and warranties, indemnification, limitation of liability) and any trade secrets, non-publicly available pricing, future business plans, future product plans or features, or business strategies of Twilio are redacted.



10.2.3 Compelled Disclosure of Confidential Information. Receiving Party will provide reasonable cooperation to Disclosing Party in connection with a Compelled Disclosure at Disclosing Party's sole expense to the extent permitted by applicable law.

10.2.4 Customer Services IP Infringement. You represent and warrant that the Customer Services do not, and will not, infringe or misappropriate a third party's intellectual property rights. Your breach of this Section 10.2.4 will not be subject to liability limitations set forth in Section 7 (Limitation of Liability) of this Agreement.

10.2.5 Use of Marks. Twilio will not use your name, logo, or a description of your use case(s) on Twilio's website, earnings release and calls, or marketing or promotional materials without your prior written consent.

10.2.6 Indemnification by Customer. Your obligations in Section 6.2 (Indemnification by Customer) of this Agreement will apply to the extent permitted by applicable law, regulation, or procedure.

10.2.7 Assignment. The ability of either party to assign this Agreement without consent pursuant to Section 9.2 (Assignment) of this Agreement will not apply where prohibited by applicable law.

10.2.8 Governing Law. Section 9.6 (Governing Law and Attorneys' Fees) of this Agreement is hereby deleted in its entirety and replaced with the following:

Governing Law. This Agreement will be governed by and interpreted according to (a) United States Federal law, if you are a United States Federal entity, or (b) the laws of the state in which you are located without regard to conflicts of laws and principles that would cause the application of the laws of another jurisdiction, if you are not a United States Federal entity. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

10.2.9 Dispute Resolution. Section 9.7 (Dispute Resolution) of this Agreement is hereby deleted in its entirety and replaced with the following:

Except as otherwise specified in applicable law, in the event of a dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (other than for disputes, claims, or controversies related to the intellectual property of a party) (collectively, "Disputes"), each party's senior representatives will engage in good faith negotiations with the other party's senior representatives to amicably resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good faith negotiations or within such other time period as the parties may agree to in writing, then either party may seek relief as set forth in Section 9.6 (Governing Law and Attorneys' Fees).

10.2.10 Code of Federal Regulations. Twilio agrees to comply with the clauses included under 48 C.F.R. § 52.244-6 Subcontracts for Commercial Products and Commercial Services, and all applicable equal opportunity laws including the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 C.F.R. §§ 60-1 -60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence are incorporated by reference into this Agreement.

10.2.11 Commercial Items. The Services are "Commercially available off-the-shelf (COTS) items",

consisting of "Commercial Products(s)," "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 2.101. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. §§ 227.7202-1-227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being provided (a) only as Commercial Items and (b) with only those rights as are granted to all other Twilio customers. Unpublished-rights are reserved under the copyright laws of the United States.

10.2.12 Conflict. In the event of any conflict between this Section 10.2 and any other terms of this Agreement, this Section 10.2 will prevail.

If you are a microenterprise, small enterprise, or a not for profit organisation and use our services within the EEA or U.K., these terms apply to you.

10.3 European Electronic Communications Code. If you are a microenterprise, small enterprise, or not for profit organisation, and Twilio provides you the Services within the European Economic Area or United Kingdom, you agree you have read and accept the European Electronic Communications Code Rights Waiver available at <https://www.twilio.com/legal/service-country-specific-terms/eu-eecc-waiver>.

If your business entity is registered in Brazil, these terms apply to you.

10.4 Brazil. If you are domiciled in Brazil, the following terms apply:

10.4.1 Dispute Resolution. Section 9.7 (Dispute Resolution) of this Agreement is hereby deleted in its entirety and replaced with the following:

In the event of a dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (collectively, "Disputes"), each party's senior representatives will engage in good faith negotiations with the other party's senior representatives to amicably resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good faith negotiations or within such other time period as the parties may agree to in writing, then either party may commence (a) litigation proceedings if the amounts being sought are less than two hundred thousand dollars (\$200,000 USD) or (b) binding arbitration under the Rules of CAM-CCBC if the amounts being sought are greater than or equal to two hundred thousand dollars (\$200,000 USD). To the extent a Dispute is submitted for arbitration, the parties will share equally the fees and expenses of the CAM-CCBC arbitrator. The arbitration will be conducted by a sole arbitrator chosen by the mutual agreement of the parties or, failing that, by CAM-CCBC under its then prevailing rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator will have the authority to grant specific performance or any other equitable or legal remedy, including provisional remedies. Each party will be responsible for its own incurred expenses arising out of any dispute resolution procedure. Any arbitration proceedings will take place in the English language in the City and State of São Paulo, Brazil.

If your business entity is registered in Japan, these terms apply to you.

10.5 Japan. If you are domiciled in Japan, the following terms apply:

10.5.1 Intended Use. The Services are intended for business use by corporate or business entities, and you agree that you will not use the Services for any personal or individual use.

10.5.2 Required Information and Verification Process. Depending on the Services you use, you may be required to submit copies of government-issued ID documents to Twilio and/or complete verification processes (e.g., via post) as required under applicable law or regulation, including, without limitation, the Act on Prevention of Transfer of Criminal Proceeds and the Telecommunications Business Act.

10.5.3 Taxes and Communications Surcharges. Taxes, as defined in Section 3.2.1 (Taxes) of this Agreement, will include Japanese consumption tax. The universal service fee and the telephone relay service fee charged by telecommunication providers (e.g., carriers) will be borne by you as part of the Communications Surcharges set forth in Section 3.2.2 (Communications Surcharges) of this Agreement.

10.5.4 Currency. All Fees are payable in Japanese Yen, except as otherwise set forth in writing, including in an applicable Order Form(s) or an invoice to the extent you procure the Services without an Order Form.

10.5.5 Intellectual Property Rights. Any intellectual property rights vested by Twilio under this Agreement will include the rights set forth in Article 27 (Right of Adaptation) and 28 (Original Author's Right in Derivative Works) of the Copyright Act of Japan, Act No. 48 of May 6, 1970. Further, you agree not to exercise against Twilio, or any other third parties designated by Twilio, any moral rights you may have in any contents, including, without limitation, the feedback or suggestions you or your End Users provide regarding the Services that Twilio is entitled to exploit under this Agreement.

10.5.6 Anti-Social Forces. Each party represents and warrants that it (a) is not an anti-social force (meaning here and hereinafter, gangsters, right-wing groups, anti-social forces, and others equivalent thereto) and (b) does not have any exchange or involvement with anti-social forces, such as cooperation or involvement in the maintenance, operation, or management of anti-social forces, through funding, or other means.

10.5.7 Dispute Resolution. Section 9.7 (Dispute Resolution) of this Agreement is hereby deleted in its entirety and replaced with the following:

In the event of a dispute, claim, or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (other than for disputes, claims, or controversies related to the intellectual property of a party) (collectively, "Disputes"), each party's senior representatives will engage in good faith negotiations with the other party's senior representatives to amicably resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good faith negotiations or within such other time period as the parties may agree to in writing, then either party may seek relief as set forth in Section 9.6 (Governing Law and Attorneys' Fees).

10.5.8 Conflict. In the event of any conflict between this Section 10.5 and any other terms of this Agreement, this Section 10.5 will prevail.

**EngagementHQ.** Granicus does not own the information submitted by Client or its website visitors (the "Client Data"). Client retains all right, title and interest in and to the Client Data. Client grants to Granicus all necessary licenses and rights in and to Client Data as necessary for Granicus to provide Services to Client, including the display, transmission, and modification of Client Data posted for public view in the product. Client is responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of Client Data, and obtaining any required ownership or license rights necessary to comply with this provision. Granicus reserves the right to de-identify or aggregate (or both) any data (including Client Data), information or content obtained by Granicus relating to use or receipt of Services or generated by use of the Products, including system data and data derived from Client Data in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.

**Version May 2022**

# EngagementHQ: Moderation Rules

Version September 2022

## Introduction

We moderate all of our client sites in order to keep the discussion flowing and to remove any offensive material.

Comments that do not adhere to the moderation rules will be removed and you will be notified of this by email.

Every comment is valued for its content. This discussion forum allows everyone to have a say and it brings out many different ideas and viewpoints.

A single comment may have as much influence as 100 comments if the idea is a good one.

In order to play a positive part in the discussion and to give your views maximum impact we encourage you to follow the etiquette guide below.

## Etiquette

- It's a good idea to read through the information on the site and the other participant's comments before getting involved in the discussion yourself.
- Always respect the views of other participants even if they don't agree with you.
- Be constructive. It's okay to disagree with other forum participants, in fact we encourage debate, just keep the dialogue positive.
- Always keep things civil. We recognize that this can be difficult sometimes, especially when you are passionate about an issue, but it is important to keep the discussion focused on the issues rather than letting it deteriorate into personal insults.
- Once you've left your comment keep an eye on the forum to see what other people have to say.
- If you feel that someone has insulted you, report their comment to the moderator. Don't perpetuate the dispute. The moderator will take a look at the offending comment and decide whether it should be removed.
- Stay on topic. These forums have been created for a specific purpose. Please stay within the boundaries of the subject matter.
- Turn off the "CAPS LOCK". Writing in ALL CAPS is the equivalent of SHOUTING and can cause offence.

- Choose one discussion topic under which you would like to post each of your unique comments. Don't cut and paste the same comment into lots of different discussion topics. These will be considered duplicates and may be removed.
- Don't be a "troll". Trolls intentionally incite annoyance or offense. They do not participate constructively in the discussion and do not add any value to the debate.
- Don't bully, harass or threaten other participants. If another participant proffers an opinion that you don't agree with, you have no right to demand that they support their position with a detailed argument. They do not have to respond to your questions. It is up to each individual to participate in the forum as much or as little as they wish.
- Please respect the moderators. Their job is to keep the forum safe and constructive so that everybody gets to have his or her fair say.
- Try to avoid using acronyms or text talk. By sticking to plain English more people will understand the points you are trying to make.

## Moderation Rules

This site is subject to the following moderation rules:

1. Never post personal information about another forum participant. This includes identifying any individual by their real name if they have not already done so or providing personal contact information.
2. Never identify a staff member of the consulting organisation by name.
3. Don't defame anyone or any organisation. A comment is defamatory if it lowers or harms the reputation of a person or organisation. If you wish to accuse someone of committing a crime or being an idiot this is not the place to do it.
4. Don't post anything that could be considered intolerant of a person's race, culture, appearance, gender, sexual preference, religion or age.
5. Don't be obscene and don't use foul language. Lots of people from different backgrounds participate in these forums. We want them to be able to continue to do so from home, work, school, university or wherever they may be. Disguising swear words by deliberately misspelling them doesn't make them any less offensive.
6. Don't personally insult or harass other participants. Always focus on the logic of the argument rather than the individuals involved in the argument. Users are entitled to choose not to enter into debate with you.
7. Don't post or link to any inappropriate, offensive or illegal material. Inappropriate content is anything that may offend or is not relevant to the discussion.
8. Don't post any advertisements, however much you believe in the service or product.

9. Don't complain about the moderation on the site, you can always direct an email to us if you are unhappy at [support@engagementhq.com](mailto:support@engagementhq.com).

## Sanctions

Breaches of the moderation rules will be dealt with as follows:

1. Removal of comment – any comment that, in the view of the moderator, breaches the rules will be removed.
2. Temporary Suspension – a participant who repeatedly and flagrantly flouts the moderation rules may be suspended from access to the site for period of up to one week determined by the moderators. The period will reflect both the severity and consistency of the breach.
3. Permanent Blocking – a participant who continues to violate the moderation rules following reinstatement after a period of suspension may have their access to the site permanently blocked.
4. Automatic Blocking – a participant who posts or links to inappropriate, offensive or illegal material will be immediately blocked from the site.

## About the Moderators

This discussion forum is moderated either exclusively or in collaboration with Granicus or its appointed agents. Granicus is a professional service provider that hosts and moderates online discussions.

Granicus and its staff have no financial interest in the results of any of the consultations it hosts. Bang the Table moderators are independent and operate only according to the rules above. Granicus' contract explicitly states that the site will be moderated according to the site terms of use. Contributions that meet site rules will not be removed. When a comment is removed from the site a message remains in its place stating that the comment has been removed. An email is also sent to the person posting the comment explaining what has happened.

Removed comments are stored so they can be restored to the site if it is later deemed that a moderator has made an error. Granicus does not identify users or provide their email details to its clients in accordance with its privacy policy.

# EngagementHQ: Security & Compliance

## Protecting your data is our highest priority

[EngagementHQ](#) is committed to complying with the standards of all jurisdictions in which we do business to provide a safe and accessible platform for your users. Here is how we're working to meet this commitment to information security and accessibility standards.

[Compliance](#) | [Security](#) | [Privacy](#) | [Hosting](#) | [Accessibility](#) | [Compatibility](#)

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## Compliance

### ISO 27001

Our information security management system (ISMS) which underpins all of our operations has been successfully certified to [ISO/IEC 27001:2013](#), the global standard for information security management.

### GDPR

The European Union's [General Data Protection Regulation \(GDPR\)](#) protects European Union data subjects' fundamental right to privacy and the protection of personal data. [Explicit consent](#) is built into EngagementHQ, allowing the collection of personal details as well as the ability to respond to your data subjects' requests for access, correction, porting, restriction, or deletion of their data.

## Security

We go to great lengths to protect the data we store for you.

### Application

Our applications are continually monitored and tested for security weaknesses by our Engineering team. We perform regular and ongoing internal application security assessments to discover and mitigate potential weaknesses based on OWASP rating and methodology. We use automated tools as well as manual testing processes to make sure we are as secure as possible all of the time.

The operating systems and databases running our servers are continually monitored and patched with the latest security fixes by Rackspace. The web framework is



continually monitored and patched by our internal development teams. An independent third party carries out comprehensive Vulnerability Assessment and Penetration Testing (VAPT) of EngagementHQ once a quarter. Results of the latest VAPT are available upon request.

## Data

All of the data created on the EngagementHQ platform belongs to you and your community, and as such, is governed by your policies. [We retain data](#) for the term of our contract within EngagementHQ and remove data from the platform within six months of a contract ending.

We have strict data access rules in place with detailed logging to prevent theft and misuse. Access is limited to key personnel involved in maintaining our services and support. Interaction with your data is only at your request. EngagementHQ provides role-based access controls with unique usernames and one-way password encryption to help you manage your own logins. [SSL certificates](#) and [Single Sign On integration](#) are available for further protection.

Data is stored within a mySQL database on AWS RDS with attachments stored within AWS S3. All data stored on AWS RDS is encrypted using AWS provided – AES-256-GCM encryption standards. Amazon RDS has multiple features that enhance reliability for critical production databases, including automated backups, DB snapshots, automatic host replacement, and Multi- AZ deployments.

## Network

Our application is hosted on the large, Internet-scale, world-class infrastructure that benefits from the same engineering expertise that has built Amazon into the world's largest online retailer. AWS's networks are multi-homed across a number of providers to achieve Internet access diversity. We utilize the Amazon Virtual Private Cloud (VPC) to create an isolated ecosystem for EngagementHQ.

The AWS network uses proprietary mitigation techniques providing significant protection against traditional security issues such as Distributed Denial of Service (DDoS) Attacks, Man in the Middle (MITM) Attacks, IP Spoofing, Port Scanning, etc. Additionally, our inbound firewalls are configured to permit only the absolute minimum connectivity required to provide the service to our clients. Any changes to the access rules require authorization.

## Privacy

Granicus makes no use of the personal information provided by your community. This is your data and we will only access this information to render assistance as part of a

support ticket. You have the power to manage access directly within the platform. Our Privacy Policy attached hereto governs how we treat personal information on our platform.

## Hosting

### Infrastructure

Your EngagementHQ site is hosted on Amazon Web Services (AWS) infrastructure within your jurisdiction as below:

Country	Hosting Location
Australia	AWS, Asia Pacific (Sydney)
New Zealand	AWS, Asia Pacific (Sydney)
Canada	AWS, Canada (Central)
United Kingdom	AWS, EU (London)
United States of America	AWS, US West (Northern California)

AWS is the leading cloud services provider in the world. Their suite of products and services, security controls, scalability, reliability, astonishing number of datacenters, flexibility and continued innovation make them the absolute best choice for hosting in the cloud.

AWS cloud infrastructure meets the requirements of an extensive list of global security standards, including ISO 27001 and SOC. See the [AWS Compliance](#) page for more information.

### Managed services

We have contracted Rackspace to manage our hosting environment 24x7. They provide us with operational and strategic support to ensure our systems are best-in-class, secure and available at all times.

Like AWS, Rackspace are a global company certified for a wide range of [international security standards](#) confirming their operations are safe and trustworthy.

### Availability and disaster recovery

We guarantee 99.75% availability and our uptimes have historically remained above

“three 9s” (99.9%). Our guarantee is backed by our SLAs. Even though we take all conceivable measures to ensure our service to you is uninterrupted, as with life, major events completely beyond our control can interrupt our service. We take nightly backups and have a well-tested recovery plan in place to minimize potential disruption from major events.

Our Disaster Recovery plan is tested annually or when there is a major change in our environment, either to our infrastructure or application. Lessons learned from these tests are incorporated back into the plan.

## Accessibility

EngagementHQ is compliant with version [2.1 of the Web Content Accessibility Guidelines](#) (WCAG 2.1) to Level AA standards. An independent third party carries out a comprehensive Accessibility audit of EngagementHQ once a quarter. Results of the latest audit are available upon request.

While the guidelines set out in WCAG 2.1 recognize that it is not possible to conform for some types of content, we have undertaken a commitment to continually work on this and leverage new technology to further improve accessibility. We do this by keeping up to date with the latest advances in accessibility techniques and acting on recommendations from the quarterly audits. We also treat any issues identified by clients or participants as a matter of urgency and remain responsive to address the issues.

## Device compatibility

EngagementHQ is designed for small and large screen sizes, providing an accessible and full functionality experience for the community from mobile phones, tablets, and desktop devices. EngagementHQ supports the full range of major browsers including:

- Microsoft Edge
- Chrome 40 and above
- Firefox 35 and above
- Safari 7 and above

# OpenCities: Acceptable Use Policy

This Acceptable Use Policy applies to anyone who uses our SaaS and is a condition of a Local Government's Contract with us. Failure to to adhere to this policy may result in suspension or termination of your account.

If you have accepted our SaaS Agreement on behalf of your organization, then this Acceptable Use Policy will apply to all users of the SaaS in or on behalf of your organization.

## Our SaaS must not be used to:

- abuse, menace, harass, intimidate or stalk anyone;
- break the law or allow another person to break the law;
- damage property including intellectual property;
- injure anyone;
- mislead or deceive anyone including the creation of 'spoof' websites;
- facilitate the commission of a tort, or breach of contract;
- allow for the misuse of anyone's confidential information;
- misuse or allow for the misuse of anyone's personal information, sensitive information or health information;
- facilitate or engage in any act or omission which is in contravention of the Spam Laws;
- deceive or manipulate (or allow anyone else to) our billing systems or any part of our network;
- interfere with someone else's computer without their permission;
- allow a minor to view or access material which is inappropriate (or not classified for minors) for minors including pornography;
- send or distribute any virus, worm, trojan or other malicious code;
- send alter or create an electronic message (including spoofing) to conceal the true identity of the person from whom it originates;
- control or contribute to a Denial of Service attack;
- publish content which is obscene or offensive;

- publish content which is defamatory or potentially defamatory;
- publish content which is likely to incite sexual, religious or racial hatred, violence, discrimination or vilification.

The prohibited uses listed above are in addition to and not instead of those contained in your OpenCities SaaS agreement.

# OpenCities: Accessibility Statement

## Our commitment to access for all

OpenCities is committed to helping government transform their digital customer experience. That means supporting government to make their digital content and services accessible and usable by everyone.

**This is our commitment to accessibility, a web that everyone can access.** When you use the OpenCities platform, you can rest assured that all functionality is thoroughly tested against the latest accessibility guidelines and standards (with both automated tools and specialist manual checks).

## The standards we follow

The Web Content Accessibility Guidelines (WCAG) are a set of criteria to help make web technologies and web content more accessible. Following these guidelines makes content accessible to a wider range of people with disabilities, including blindness and low vision, deafness and hearing loss, learning disabilities, cognitive limitations, limited movement, speech disabilities, photosensitivity, and combinations of these. Employing accessibility best practices also improves the user experience of all users.

**The OpenCities platform meets WCAG 2.1 Level AA.** A Statement of Accessibility can be found under *Voluntary Product Accessibility Template* below.

This provides the capability for our customer sites to meet WCAG 2.1 Level AA. We encourage all customers to reach that level, and actively do our best to support those efforts with our customers.

In publishing websites of our own (such as this one) we strive to meet WCAG 2.1 Level A.

## Voluntary Product Accessibility Template

For a breakdown of how the OpenCities platform complies with accessibility standards, please refer to our [Voluntary Product Accessibility Template \(VPAT\) document](#).

## Your feedback

We welcome all feedback and questions on the accessibility of our web sites, content, products, and implementations.

If you experience any barriers so accessing anything we publish or in using our products, please get in [contact with us](#). We can help you get the information you are looking for and will commit to doing all we can to address any underlying roadblocks on our end.



# OpenForms: Acceptable Use Policy

## What this policy covers

This policy covers actions which may adversely affect our Services in any way. If you do something that isn't listed in this policy, but is similar to something listed we may still take action to address it. Failure to comply with this policy may result in termination of Services to you. Basically, we need you not to misuse or abuse our products and services. "Services" refers to our websites, products and any services we may supply to you. "Content" refers to any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the services and any other materials, content, or data you provide to OpenForms or use with the Services.

## Things which must not be done

### Service disruption

- Compromising the integrity of our systems in any way including probing, scanning, or testing the vulnerability of any system or network that hosts our services
- Tampering with, reverse-engineering, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the services, related systems, networks, or data
- Modifying, disabling, or compromising the integrity or performance of the services or related systems, network or data
- Deciphering any transmissions to or from the servers running the services
- Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
- Using "robots", "spiders", "offline readers", or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser



- Consuming an unreasonable amount of storage for music, videos, pornography, etc., in a way that's unrelated to the purposes for which the services were designed

### **Wrongful activities**

- Misrepresentation of yourself, or disguising the origin of any content (including by "spoofing", "phishing", manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with OpenForms or any third party)
- Using the services to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information (including account names or information) from our services
- Using our services to stalk, harass, or post direct, specific threats of violence against others
- Using the Services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws)
- Accessing or searching any part of the services by any means other than our publicly supported interfaces (for example, "scraping")
- Using meta tags or any other "hidden text" including OpenForms or our suppliers product names or trademarks

### **Inappropriate communications**

- Using the services to generate or send unsolicited communications, advertising, chain letters, or spam
- Soliciting our users for commercial purposes, unless expressly permitted by OpenForms
- Disparaging OpenForms or our partners, vendors, or affiliates
- Promoting or advertising products or services other than your own without appropriate authorization

### **Uploading or submitting inappropriate content**

- You will not in any way provide content that:

- Infringes OpenForms or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right
- You don't have the right to submit
- Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful
- Encourages illegal or tortious conduct or that is otherwise inappropriate
- Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition
- Contains viruses, bots, worms, scripting exploits, or other similar materials
- Is intended to be inflammatory
- Could otherwise cause damage to OpenForms or any third party

Without affecting any other remedies available to us, OpenForms may temporarily or suspend a subscription or users account without notice or liability if OpenForms (in its sole discretion) determines that a user has violated this Acceptable Use Policy.

# OpenForms: Terms of Use

Thanks for using OpenForms to replace PDFs and other old form technologies with our beautiful, responsive, accessibility compliant web based forms for websites and intranets.

Your use of OpenForms is subject to the terms and conditions contained in this document as well as the Granicus Privacy Policy and OpenForms Acceptable Use Policy (collectively, the "Terms") attached hereto. These Terms may be non-materially updated from time to time. By creating an account in OpenForms you accept the Terms. These Terms come into effect immediately after the successful creation of your subscription.

If you are an individual and you are accepting these Terms on behalf of an organisation, you represent that you are authorized to do so on behalf of that organisation. In such case, "you" and "your" will refer to that organisation, otherwise it refers to you as an individual and you enter into the Terms yourself.

## 1. Pricing and Payments

1.1. Reserved.

1.2. Invoices and Payment Terms. Granicus will make available detailed invoices to you in respect of any applicable fees on a monthly or annual basis depending on your chosen plan. You agree to pay the amount specified in each invoice upon receipt. Accounts thirty (30) days past due are subject to suspension or cancellation in accordance with the Contract Disputes Act.

1.3. Payment Method. Granicus accepts payments (each, a Payment Method) via a valid credit card such as Visa, MasterCard or American Express for all subscriptions. Enterprise subscriptions may be paid via direct bank deposit or wire transfer as per instructions on Enterprise invoices. The Payment Method you first specify when you set up your subscription will be set as the Payment Method for your subscription. You may change the Payment Method using the management tools available within OpenForms. If the Payment Method is credit or debit card, you agree that the submission of credit or debit card information to OpenForms will constitute your

authorisation for Granicus to charge all applicable fees and charges to the specified credit or debit card provided Ordering Activity has approved such charge in writing.

1.4. Taxes. You will pay any sales, value-added or other similar taxes imposed by applicable law that Granicus must pay associated with the sale of OpenForms, except for taxes based on Granicus income.

## 2. Privacy

2.1. Privacy. The parties will, in performing their respective obligations under these Terms, comply with Australia's Privacy Act 1988 (Cth) (the Act), and neither party will put the other in breach of the Act. In the course of using OpenForms, you may submit content to OpenForms (including your personal information and the personal information of others) or third parties may submit content to you through OpenForms (your Content). Where you submit personal information of third parties to OpenForms, you must: (a) ensure that you are entitled to transfer the relevant personal information to Granicus so that Granicus may lawfully use, process and transfer the personal information in accordance with Granicus Privacy Policy; and (b) ensure that the relevant third party has been informed of, and has given their consent to, such use, processing and transfer of the personal information as required by all applicable privacy laws.

2.2. Privacy Policy. Granicus Privacy Policy details the manner in which we treat your Content and personal information and describes the key features of how we protect your personal information. We agree to adhere to the Privacy Policy attached hereto. You agree that Granicus may use and share your Content in accordance with our Privacy Policy.

2.3. Confidentiality. Granicus will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including our Privacy Policy). Your Content is not considered to be confidential information if such Content: (a) is publicly available through no fault of Granicus; or (b) was rightfully received by Granicus from a third party without restriction and without breach of an obligation of confidentiality. Granicus may disclose your Content when required by law.

2.4. Security. Granicus aims to comply with established industry practice in relation to your Content security. We utilise Microsoft Azure cloud services which have been independently tested to comply with numerous governmental certifications globally, including IRAP in Australia and COS 1, 2 & 3 in the USA. OpenForms is also independently undergoing IRAP, ISO27001 and PCI DSS compliance certification processes.

## 3. Your Content

3.1. You Retain Ownership of Your Content. You retain all right, title and interest (including any intellectual property rights) in and to your Content. Granicus does not claim ownership over any of your Content.

3.2. Limited License to Your Content. You grant Granicus a limited, non-exclusive, royaltyfree, non-transferable license to host, reproduce, transmit, cache, store, exhibit, publish, display, distribute, perform, and otherwise use your Content solely as necessary to provide OpenForms to you and as otherwise permitted by Granicus Privacy Policy. You represent and warrant that you have the rights necessary to grant Granicus such a licence.

3.3. Responsibility for your Content. You are solely responsible for your Content which includes content submitted to you through OpenForms by third parties. You must ensure that you have obtained all necessary rights, releases and consents to allow your Content to be collected, used and disclosed in the manner contemplated by these Terms and to grant Granicus the rights herein. You will be solely responsible for the accuracy and appropriateness of your Content within OpenForms.

3.4. Content Review. You acknowledge that, Granicus may, but has no obligation to, monitor, and review or edit your Content. In all cases, Granicus reserves the right to remove or disable access to any of your Content that, in Granicus sole discretion, violates the law or these Terms. Granicus may take these actions without prior notification to you.

3.5. Content Disclosure. Granicus reserves the right to disclose any of your Content that Granicus deems necessary to comply with any applicable law, legal process or government request including, without limitation, account information (ie name, e-mail address etc), and your Content residing on OpenForms. Prior to disclosure, Granicus will inform you of the information to be disclosed.

3.6. Third Party Resources and Links to other websites. Links to other websites maintained by third parties may be provided in OpenForms for the convenience of users. The inclusion of a link does not imply endorsement of the content of the external site by Granicus. Granicus is not responsible for and accepts no liability for the content or services provided by any third party websites, or whether the information contained on those websites is suitable for your needs.

3.7. URL – OpenForms URL or your own URL. OpenForms allows you to integrate forms into your own website by embedding the form via an iFrame or via hyperlink. Where you embed forms on your own website, you are not permitted to move, alter, remove, or hide the notice "Powered by Granicus" or the link to our Privacy Policy that may appear below the form.

## 4. OpenForms IP

4.1. OpenForms IP. You acknowledge that Granicus is the sole and exclusive owner of all intellectual property rights in OpenForms, and you undertake that you will attempt to decompile, disassemble, reverse engineer, modify, enhance, change or alter the whole or any part of OpenForms. Neither these Terms nor your use of OpenForms grants you ownership in OpenForms or the content you access through OpenForms (other than your Content). These Terms do not grant you any right to use Granicus trademarks, business names or logos.

## 5. Account Management

5.1. Keep Your Password Secure. You must be aged 18 or over to be eligible to register with OpenForms. You are liable for all activity on your account, including purchases made using your account details. You agree you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions undertaken using your account, whether or not you have authorised such activities or actions. You will immediately notify Granicus of any unauthorised use of your account.

5.2. Keep Your Details Accurate. You warrant that all registration information you provide when opening the account is complete, true and accurate in all respects and that you will maintain and promptly update such information and material to keep it true, accurate, current and complete. Where applicable, you must keep your contact details and payment details associated with your account current and accurate.

5.3. Remember to Backup. You acknowledge that you are responsible for maintaining, protecting, and making backups of your own Content. While OpenForms regularly backs up all data to geographically remote data centres for disaster recovery purposes and follows industry best practices in managing the data and access to it, to the extent permitted by applicable law, Granicus will not be liable for any failure to store, or for loss or corruption of your Content.

## 6. Maintenance

6.1. Maintenance. Granicus may perform scheduled maintenance of our software and infrastructure from time to time. Granicus will attempt to carry out scheduled maintenance at times which will least affect you and in a manner which will minimise service interruption. Scheduled maintenance may mean that access to forms on your website and or the OpenForms management interface will be temporarily unavailable, however most maintenance and deployment activities will not cause any down time.

## 7. Your Obligations and Things You Must Not Do

7.1. Third party services. You acknowledge that Granicus will not have any responsibility or liability with regard to any third party services used by you on or through OpenForms

and any use of such third party services will be at your own risk. While Granicus will use reasonable endeavours to maintain compatibility between third party services and OpenForms, Granicus is not responsible for any incompatibility between third party services and OpenForms.

7.2. Unauthorised access to OpenForms. To the extent permitted by applicable law, You indemnify and keep Granicus indemnified against any loss or damage (except where and to the extent that such loss or damage is consequential in nature) which Granicus suffers as a result of any unauthorised access to OpenForms or OpenForms network or those of OpenForms suppliers, to the extent such unauthorised use arises from a breach of these Terms.

7.3. Acceptable Use Policy. You will use OpenForms in compliance with our then current Acceptable Use Policy located at <https://www.granicus.com/Legal/licensing>. Any breach of this Acceptable Use Policy by you will entitle Granicus to suspend or cancel your account in accordance with the Contract Disputes Act .

## 8. Suspension and Cancellation of OpenForms

8.1. Suspension or Cancellation. You agree that Granicus may cancel your OpenForms account or suspend access to your account in accordance with the Contract Disputes Act. Granicus will notify you of such cancellation or suspension of your account by email to the email address you provide when you register with OpenForms. You may discontinue your use of OpenForms or cancel your OpenForms account at any time.

8.2. Effects of Cancellation and Suspension. Upon cancellation of your account: (a) all access to OpenForms will cease immediately as your account will be disabled; (b) you will be invoiced for any outstanding fees which must be paid within 30 days from the date of cancellation; and (c) you will be able to access your Content on OpenForms for 30 days following cancellation to allow you to export your Content. All of your Content in OpenForms will no longer be available 31 days following cancellation of your account as OpenForms will purge all of your Content from OpenForms and all of your Content will be destroyed, unless otherwise agreed by the parties in writing.

## 9. Warranty

9.1. Warranty. You represent, warrant and covenant to Granicus that: (a) your Content or its use will not violate, misappropriate or infringe any intellectual property rights or any other person's, privacy or moral right arising under the laws of any jurisdiction of any person or entity, nor will same constitute a libel or defamation of any person or entity; (b) your Content will not contain any harmful components, including, but not limited to, viruses, hidden sequences, hot keys or time bombs; and (c) you will comply with all

applicable laws, rules and regulations (including, but not limited to, export control, decency, privacy and intellectual property laws in your use of OpenForms).

9.2. Disclaimer of Warranties. Where you use OpenForms you understand and expressly agree that use of OpenForms is at your sole risk. Granicus warrants that OpenForms will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with OpenForms written materials accompanying it. Except as expressly set forth in the foregoing, OpenForms is provided on an "as is" and "as available" basis. Granicus expressly disclaims all warranties of any kind, whether express or implied, with respect to OpenForms (including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement). Granicus makes no warranty that OpenForms will meet your requirements, or that OpenForms will be uninterrupted, timely, secure, or error free. You understand and agree that any material and/or information downloaded or otherwise obtained through the use of OpenForms is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom. No advice or information, whether oral or written, obtained by you from OpenForms or through OpenForms will create any warranty not expressly made herein.

## 10. Indemnification

10.1. Granicus will have the right to intervene to 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 OpenForms, as delivered to You and when used in accordance with the Terms, infringes a valid copyright or patent issued in the jurisdiction in which you are licensed to use OpenForms (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. You 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. You may elect to participate in the defense of any Claim with counsel of your choosing at your own expense.

c) If OpenForms are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes OpenForms may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace OpenForms with non-infringing functional equivalents; (ii) modify OpenForms to render it non-infringing; or (iii) terminate your license to OpenForms and refund any prepaid fees for the then-remaining portion



of the Term.

d) Granicus will have no obligation to indemnify, defend, or hold You harmless from any Claim to the extent it is based upon: (i) a modification to OpenForms by anyone other than Granicus; (ii) combination of OpenForms with non-Granicus software or data; or (iii) Your use of OpenForms other than in accordance with the Terms.

e) This section sets forth Your sole and exclusive remedy, and Granicus' entire liability, for any Claim that OpenForms violates or infringes upon the rights of any third party.

## 11. Limitation of Liability

11.1. Exclusion of liability. Subject to clause 11.3 and to the full extent permitted by law, Granicus or its affiliates, will not be liable to you, or your affiliates, (whether in common law, equity, contract, tort (including negligence), breach of statutory obligation or duty, for repudiation, anticipatory breach or otherwise) for: (a) any special, exemplary or punitive damages; or (b) any consequential loss, regardless whether such party has been made aware of the likelihood of such losses.

11.2. Limit of liability. Subject to clause 11.3, to the extent permitted by law, Granicus, or its affiliates, cumulative liability to you (or your affiliates), for all claims arising under or in relation to these Terms, whether in common law, equity, contract, tort (including negligence), breach of statutory obligation or duty, repudiation, anticipatory breach or otherwise), will not exceed when aggregated, the actual fees received by Granicus under these Terms for the portion of the services provided to you, giving rise to such claim during the preceding twelve (12) month period.

11.3. Acknowledgment of Granicus' liability. Notwithstanding that clauses 11.1 and 11.2 are expressed in the Agreement to apply to exclude and limit liability, nothing in this clause 11 operates to exclude or restrict Granicus' liability under the indemnity contained in clause 10.1.

11.4. Exclusion of implied terms and limitation. Nothing in this Agreement will operate so as to exclude, restrict or modify the application of any of the provisions of the Competition and Consumer Act 2010 (Cth) or any equivalent State or Territory legislation (Relevant Legislation), the exercise of a right conferred by such a provision, or any liability of a party for a breach of a condition or warranty implied by such a provision, where the Relevant Legislation would render it void to do so. To the extent that it is able to do so, Granicus expressly limits its liability for breach of any condition or warranty implied by virtue of any Relevant Legislation to at Granicus' option, resupply of the services or refund the cost of this service.

## 12. Changes and Updates

Changes to OpenForms. Granicus reserves the right to add, alter, or remove functionality from OpenForms at any time without prior notice to you. OpenForms may

also limit, suspend or discontinue OpenForms at its discretion. If Granicus discontinues OpenForms, we will give you at least 180 days advance notice to provide you with an opportunity to export a copy of your Content from OpenForms.

## 13. General Terms

13.1. Force Majeure. In accordance with GSAR 552.212-4(f), Granicus is not responsible or liable to you or any other person, firm or entity for any failure to perform any obligation under these Terms to the extent that it is caused by any act, event, omission or non-event beyond Granicus' reasonable control, which will be deemed to include riots, war, acts of terrorism, fire, flood, storm or earthquake.

13.2. Entire Agreement. These Terms are the entire agreement and understanding with regard to OpenForms and supersede any prior agreement or understanding on anything connected with OpenForms. You have entered into these Terms without relying on any representation by us or any person purporting to represent us.

13.3. Representations. You acknowledge that you have relied on your own independent assessment and judgment in determining whether OpenForms meets your (or your customers) requirements.

13.4. Assignment. You may not assign any of your rights or obligations under this agreement without the prior written consent of OpenForms, which must not be unreasonably withheld.

13.5. Waiver and invalidity. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

13.6. Severability. If any provision of these Terms is held to be invalid or unenforceable, such provision will be severed without affecting the enforceability and validity of the remaining provisions which will remain in full force and effect.

13.7. Relationship of the parties. You agree that Granicus is not your employee, agent, partner, joint venturer or subcontractor in relation to your use of OpenForms.

13.8. Governing Law. This agreement is governed by the Federal law of the United States.

## 14. Contracting entity

14.1. Contracting Entity. References to "OpenForms", "Granicus" "we", "us" are references to Granicus Australia Pty Ltd, ABN: 60 648 475 101.

**RockSolid Services**

**Notice Regarding Apple.** This section applies to the extent that the Product licensed to Client is a mobile application on an iOS device. Client acknowledges that this Agreement is between Client and RockSolid only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Product or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Product. If the Product fails to conform to any applicable warranty, Client may notify Apple and Apple will refund any applicable purchase price for the mobile application to Client; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Product. Apple is not responsible for addressing any claims by Client or any third party relating to the Product or Client's possession and / or use of the Product, including: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Product and / or Client's possession and use of the Product infringes a third party's intellectual property rights. Client agrees to comply with any applicable third party terms when using the Product. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and upon Client's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Client as a third party beneficiary of this Agreement. Client hereby represents and warrants that: (a) Client is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) Client is not listed on any U.S. Government list of prohibited or restricted parties.

## Swagit Services

**Camera and Broadcast Operations.** Granicus may need to operate the camera and broadcast system remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The Client will need to supply Granicus with access to such TCP and UDP ports with respect to the Client's Internet connection. Granicus will not be responsible for remote camera operations should Client fail to give Granicus such access, or if Client's Internet connection is interrupted. Additionally, in the event the Granicus needs to operate such system manually, the Client will provide access to the equipment at the Site designated by the Client in the Scope of Work.

**Hardware Warranty.** Granicus warrants that: (i) any streaming server hardware provided by Granicus for Swagit services (as identified in the Scope of Work) when used under normal operating conditions will be fully replaced for a period of three (3) years; (ii) all proprietary software for any streaming server shall be maintained in accordance with the Service Level Agreement; and (iii) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Work as "Avior Broadcast System"), will be repaired or replaced with respect to each components manufacturer's warranties.

**Granicus' Service Network.** Granicus' content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Granicus is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple "tier 1" bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Granicus utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored on Granicus' networks and viewable to the public for a period of three years or as defined by the managed services. All content is stored and backed-up offline indefinitely during the service term. Content can also be stored locally on the Client's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. Client is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP, but in such an event the Client is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the Client may verify compliance with these policies at any time in consultation with Granicus engineers and officers.

**EXHIBIT N**  
**GRANICUS PRIVACY POLICY**

**Overview**

Granicus is committed to protecting the privacy of your personal information. We have written this Privacy Statement to let you know how Granicus uses your personal data. In this statement you will find information about the types of personal data we collect from you, when we collect your personal data and how long we keep it for, how we collect your personal data, our reasons for collecting and using your personal data, and information about how we share your personal data. When we say “we”, “us”, or “our” in this Privacy Statement, we mean Granicus LLC.

This Privacy Notice does not apply to other online services and applications operated by Granicus, nor to any information that we handle as a processor or service provider to our customers. We have also provided below notices related to Granicus employees who are California residents for purposes of the California Consumer Privacy Act of 2018 (“CCPA”).

Please take a moment to review this Privacy Statement in detail to understand our views and practices regarding your personal data and how we will treat it.

The Granicus entities which adhere to this Privacy Notice include but are not limited to the following: Granicus Inc., Granicus-Firmstep Ltd., Granicus Canada Holdings ULC, Granicus Australia Pty Ltd., Granicus Technologies India Pvt Ltd.

Any changes to this Privacy Statement will be communicated on [www.granicus.com](http://www.granicus.com) and, unless stated otherwise, will take effect immediately once posted.

For the purpose of applicable data protection laws, the data controller is Granicus LLC and you can contact us using the following contact information:

Office for Data Protection Compliance

E: [dpo@granicus.com](mailto:dpo@granicus.com)

**What Personal Data Does Granicus Collect From Me and Use?**

We collect, store and use the following categories and types of data which identifies you or which can be used to identify you:

**Data Collected    When Purpose**

Your name, business or personal email address, business or personal address, business or personal telephone number.                      When you visit any of our websites, or where you use our contact functionality and or chatbot on the websites. To contact you occasionally regarding our services and products, subject to applicable laws (for example, where required, subject to your consent).

Information about your job, such as your position, title, management level, work location, division, department, and position level. When registering to a webinar or other event on the website; or other ad hoc forms that we may add to the website on occasion.                      To process your registration and participation in a webinar or other event to you which you have registered.

To contact you occasionally regarding our services and products, subject to applicable laws (for example, where required, subject to your consent).

Information about your access to our network and premises.                      CCTV images, when visiting our premises, when you swipe a card access, time recording software and internet access usage.                      To comply with our business, regulatory and legal obligations.

IP address, location and time zone setting, operating system and platform, browser plug-in types,

domain name and your choice of browser. When you agree to the use of cookies and when you provide data passively (by using the website, by navigating the screens, clicking on buttons etc.) To improve, modify and update services and content offered on the website. To monitor and ensure the orderly and proper operation and development of the website and associated services. To analyse and provide statistical information to third parties. To improve and customize your experience and the content that is presented to you on the website. Applying for a position with Granicus. When you seek a career opportunity on our website processing of personal data is subject to and is governed by the Granicus Candidate Privacy Policy located here. To process your application.

#### Why Does Granicus Carry Out These Processing Activities Using My Personal Data?

Some of the laws that apply to us require us to tell you the legal reason for using your personal data. We list these below:

**Consent:** Where applicable and appropriate, we will ask for your consent to collect and use your personal data. If we need your consent to collect and use your personal data we will make clear to you that the provision of your consent is voluntary. You have the right to withdraw your consent at any time by contacting us using the contact information set out above.

**Our core activities:** In many cases using your personal data is core to our legitimate business interests. Where we use your personal data for these purposes you will have the right to object to our use of your personal data by contacting us using the contact information set out above.

We use your personal data for our legitimate interests to provide you with information about our products and services and to understand your use of our website, products, and/or services. We use information collected via cookies (electronic text files) that we place on to your machine in order to provide you with the best level of service when using our tools. These analytics tell us whether you had technical difficulties when using our website or to provide you with a service that is tailored to you.

Our Cookie Policy provides you with more information about our use of cookies.

**Legal Requirement:** At times we may receive requests from regulators or other authorised bodies to use your personal data in order to comply with a legal or regulatory obligation. Where this is the case, we will ensure that the request is legitimate.

Overall, the provision of your personal data is voluntary for you and not required by law. However, in order to provide the website to you, to carry out a contractual relationship with you and/or to offer other products and services to you, your personal data are necessary. Not providing your personal data may result in disadvantages for you – for example, we may not be able to carry out a contractual relationship with you or you may not be able to use certain products and services or may accept limited functionality. However, not providing your information will not result in legal consequences for you.

#### For How Long Does Granicus Keep My Personal Data?

We keep your personal information for no longer than is necessary for the purpose for which the information is collected and to manage our relationship with you. Where personal information is kept, that period will be determined based on applicable local law. For further information, please contact us as set out above.



## Your Rights In Relation To Your Personal Data

We explain here the rights that you may have in relation to personal data if you live in the UK or European Union:

### How Can I Find Out What Personal Data Granicus' Holds About Me?

You may contact us using the contact information above if you would like more detailed information about what personal data we have collected from you, including the categories of personal data processed, the purposes of the processing and the third parties to whom that data is transferred. You may also request a copy of your data. Note that we do have to take into account the interests of others, and certain other legal obligations or restrictions, so this is not an absolute right.

### Can I Ask Granicus To Delete or Correct My Personal Data?

You may contact us using the contact information above if you would like us to delete your personal data or to have your personal data corrected and, if required to do so, we will comply with your request.

### Can I Ask Granicus To Stop Using My Personal Data?

You may contact us using the contact information above if you would like us to stop using your personal data (either entirely or for some of our Processing Activities) and, if required to do so, we will comply with your request.

### Can I Ask Granicus To Transfer My Personal Data to a Third Party?

You may contact us using the contact information above if you would like us to transfer your personal data to a third party in a structured, commonly used and machine readable format and, if required to do so, we will comply with your request.

### Does Granicus Securely Store My Personal Data?

We apply strict security standards, controls and processes to protect your personal information from unauthorised access, loss or accidental deletion. These include restricting who can have access to your personal data and protecting your data with security tools appropriate to the type of information e.g. encryption software and secure file transfer tools. We also require that our third party processors who handle your personal data do the same.

### Does Granicus Use Cookies?

Cookies are text files containing small amounts of information which are downloaded to your computer or mobile device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognizes that cookie. Cookies are useful because they allow a website to recognize a user's device. Cookies allow you to navigate between pages efficiently, remembering your preferences and generally improving the user experience. Our Cookie Policy provides you with more information about our use of cookies.

### Does Granicus Share My Personal Data With Third Parties?

To help us carry out our Processing Activities, we may need to share your personal data with entities within and outside of Granicus as follows:

Granicus Entities – we may transfer your data to other Granicus entities who may collect, transfer and/or use the personal data we have collected from you for some or all of our Processing Activities. Where we share your personal information with other Granicus entities, they will use your information in a manner consistent with the purposes for which it was originally collected and consistent with this Privacy Statement and applicable data protection and privacy laws.

Our Data Processors – from time to time, we may share your personal data with our third party service providers or with other Granicus entities who provide us with investor relationship, company secretarial, legal, regulatory, corporate advisory, event management, talent management, recruitment, marketing, communication and/or IT support services (“Data Processors”). In order to provide such services, our Data Processors process your personal data on our behalf. Our Data Processors have met our criteria as trusted guardians of personal data and are subject to contractual obligations to implement appropriate security measures to safeguard your personal data and to process personal data only as instructed by us.

Other Third Parties – your personal data may also be transferred to regulators, courts, and other authorities (e.g. tax and law enforcement authorities) and independent external advisors (e.g. lawyers, auditors). We may also share certain personal data with business partners, customers and suppliers to carry out our business activities.

For the full list of the Granicus entities, Data Processors and other third parties that we may share your data with, please contact us as set out above. Our website may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we have no control over how they may use your personal information. You should check the privacy policies of third party websites before you submit any personal information to them.

Granicus may share personal data with its service providers for the purpose of helping Granicus execute certain tasks outsourced to them, or providing capabilities Granicus requires. The service providers to which Granicus provides personal data in connection with the personal data collected through the Website are: (1) email service providers for email campaigns management and to send you emails on our behalf, with the express provision that their use of such information must comply with our instructions; (2) recruiting service providers, in relation to activities on the Website related to submission and processing of CV and job applications through the Website; (3) registration management of users to events through the website; (4) billing, processing payments, marketing automation, Granicus advertisements on social media, CRM platform, analytics tools providers, web page building tools, cloud services, support and maintenance operation tools. Our service providers do not have any right to use your personal data collected from the Website beyond what is necessary for the purpose of facilitating their services for us and are subject to data protection agreements to the extent required under applicable law.

Granicus is also entitled to transfer or share anonymous, statistic or aggregative information with companies or organizations connected to Granicus, and with suppliers, business partners, advertisers, and every third party, according to Granicus’s absolute discretion.

Social media features – the Website includes social media plugins, including links to Facebook, LinkedIn and Twitter. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the plugin to function properly. Social media features are governed by the privacy policy of the company providing it.

#### Does Granicus Transfer My Personal Data Overseas?

Some of the Granicus entities, Data Processors and other third parties that we share your personal data with are located outside of the UK or European Economic Area (EEA).

If we transfer your personal data to entities outside of the EEA (which include our IT service providers, recruitment partners and other Granicus entities in the US and India), we will make sure that your data is being protected as required by applicable data protection law. For transfers to other Granicus entities,

Granicus will be bound by the EU Standard Data Protection Clauses (see – Article 46(2)(c) of the General Data Protection Regulation). For transfers to third party service providers, we will do this by putting in place the EU Standard Data Protection Clauses (see – Article 46(2)(c) of the General Data Protection Regulation).

You can ask for a copy of the appropriate safeguards by contacting us as set out above.

#### Data Security

Granicus implements data security systems and procedures to secure the information stored on Granicus computer servers. Such systems and procedures reduce the risk of security breaches, but they do not provide absolute security. Therefore, Granicus cannot guarantee that the Website is immune to unauthorized access to the information stored therein and to other information security risks.

#### United States Regional Privacy Notice

This United States Regional Privacy Notice is for people living in the United States and can be found [here](#).

#### What Should I Do if I Am Not Happy With How My Information Is Being Used?

You can contact us using the contact information above if you are not happy with how we are handling your personal data.

You also have the right to complain to our relevant supervisory authority, which is the Information Commissioner's Officer (ICO) in the UK, who is responsible for ensuring we correctly follow the General Data Protection Regulations 2016 or to any other competent data protection supervisory authority.

EXHIBIT O  
Service Level Agreement

REGIONAL Hours of Availability AND SUPPORT CONTACT CHANNELS

Region	Regular Support Hours	Support Contact Channels
<b>USA</b>	Monday - Friday 8:00 AM-8:00 PM EST Excluding Federal Holidays	<a href="mailto:support.granicus.com">support.granicus.com</a> 1-800-314-0147
<b>Canada</b>	Monday - Friday 8:00 AM-8:00 PM EST Excluding Statutory Holidays	<a href="mailto:support.granicus.com">support.granicus.com</a> 1-800-314-0147
<b>Europe</b>	Monday - Friday 9:00 AM-5:00 PM GMT Excluding Statutory Holidays	<a href="mailto:support.granicus.com">support.granicus.com</a> +44 (0) 800 032 7764
<b>Australia &amp; New Zealand</b>	Monday - Friday 9:00 AM-5:30 PM AEST Excluding National Holidays and Victorian public holidays	<a href="mailto:support.granicus.com">support.granicus.com</a> +61 3 9913 0020
<b>Subscribers GovDelivery Help</b>	Monday - Friday 8:00 AM-8:00 PM EST Excluding US Federal Holidays	<a href="mailto:subscriberhelp.granicus.com">subscriberhelp.granicus.com</a> <a href="mailto:subscriberhelp@granicus.com">subscriberhelp@granicus.com</a> 1-800-439-1420 USA +44 (0) 808 234 7450 Europe
<b>Emergency Support</b>	<i>Emergency technical support is available 24/7 by phone only for customers experiencing a Level 1 outage as defined below</i>	

Technical Support Severity Level DEFINITIONS

Severity Level	Description	Time to 1 <sup>st</sup> Response	Granicus Action
<b>Level 1 EMERGENCY</b>	Incident represents complete unavailability of the Granicus Products for all users and no workaround is available	Within two (2) hours	Incident response process is initiated upon verification. Work on a resolution begins immediately (24/7/365). Notifications and updates of resolution or work arounds are provided to affected clients via case, or if several clients are affected, via status.granicus.com.
<b>Level 2 SEVERELY IMPAIRED</b>	Incident occurs when a major feature of the product is not working or fails repeatedly and there is no workaround available	Within four (4) hours	Incident response process is initiated upon verification. Case is evaluated whether a solution or acceptable work around can be achieved. Notifications and updates of resolutions or work arounds are provided to affected clients via case, or if several clients are affected, via status.granicus.com
<b>Level 3 IMPAIRED</b>	Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available	Within one (1) business day	Upon verification case is assigned and work on resolution begins within 1 business day. If the issue is reported after hours, it will not be assigned until the next business day.
<b>Level 4 LOW IMPACT</b>	Incident that has a limited business impact; primary functionality is unaffected	Within three (3) business days	Upon verification case is assigned and work on resolution begins within 3 business days. If the issue is reported after hours, it will not be assigned until the next business day.

Granicus shall use commercially reasonable efforts to resolve incidents affecting Granicus Products. Incidents that require debugging of programming code may need to be corrected during the next regular update cycle. Resolution time will be based on the details and severity of an incident. Regular follow-ups will be communicated with the customer until final resolution is reached

Product AVAILABILITY

Granicus will use commercially reasonable efforts to make the Granicus Products Available 99.9% of the Available Hours of Operation, calculated on a calendar quarter basis, as follows:

$$[(\text{Total time in a quarter} - \text{Unexpected Downtime} - \text{Scheduled Downtime} - \text{Service Disruption}) / (\text{Total time in a quarter} - \text{Schedule Downtime} - \text{Service Disruption})] * 100$$

Reasonable efforts are made to avoid Scheduled Downtime to perform maintenance, however, in circumstances where Scheduled Downtime is required, notification will be posted at least 10 days in advance for all Product Suites, scope of maintenance activities may be refined to ensure adherence to published schedule. Customers can subscribe to product specific email notifications on the status page [status.granicus.com](http://status.granicus.com)

Notifications for Granicus Products of any system-wide outages will be posted to [status.granicus.com](http://status.granicus.com) and will occur within one (1) hour from the time the issues are first recognized by Granicus.

Reports of Unscheduled Downtime will be provided upon request up to once per calendar quarter.

Term	Definition
<b>Availability</b>	ability of a user to access the Granicus Product via the internet. Granicus uses industry-standard third-party monitoring to measure Availability through URL monitoring (HTTP)
<b>Available Hours of Operation</b>	twenty-four hours a day, seven days per week, minus Scheduled Downtime
<b>Maintenance</b>	updates, upgrades, bug fixes, and patches to the Granicus Products. Maintenance times vary by Product. An up-to-date maintenance schedule can be found at <a href="http://status.granicus.com">status.granicus.com</a> .
<b>Scheduled Downtime</b>	is the period when the Granicus Product may be inaccessible to permit Granicus to perform Maintenance services
<b>Service Disruption</b>	is the downtime arising from causes beyond the reasonable direct control of Granicus, such as the interruption or failure of digital transmission links or telecommunications, hostile network attacks, or issues arising with customer Domain Name Systems (DNS).
<b>Unexpected Downtime</b>	is any time after the first five minutes of downtime where the Granicus Product is not Available in any way

Outage credit

Any credit provided within this Technical Support and Availability document will be referred to as an **Outage Credit**. The Outage Credit shall be applied as credit to the customer’s following renewal term for the customer’s affected Granicus Product and will be added to the end of the then-current period of performance and shall be provided upon the customer’s request.

Outage Credit is available solely to the extent Unscheduled Downtime created unavailability of the entire Granicus product. In no event shall any credit for a calendar quarter exceed the seven (7) days of Outage Credit. Granicus shall have the ability to determine at its reasonable discretion whether Unscheduled Downtime has occurred.

Per calendar quarter, Granicus will provide Outage Credit as follows:

Site Outage per Quarter (Unless Otherwise Specified Below)	Amount of Outage Credit (Unless Otherwise Specified Below)
>99.9%	No Outage Credit
99.8-98.0%	1 day credit
97.9-97.0%	3 days credit
96.9% or less	7 days credit