

GXI Foundations Privacy Rider

This Privacy Rider (the "Rider") is incorporated into and forms part of the terms of use of Granicus products and services (the "Agreement") entered into between your organization ("Client") and Granicus LLC and its affiliates and subsidiaries ("Granicus"). This Rider sets forth additional terms and conditions regarding the collection, use, and protection of personal data in relation to Client's participation in the GXI Foundations Survey program. By participating in the GXI Foundations program, Client accepts the terms and conditions of this rider.

WHEREAS, the Client and Granicus entered into an Agreement under which Granicus licensed certain Products to Client; and

WHEREAS, Granicus has requested, and Client has agreed to permit Granicus to utilize the Products to promote various surveys and questionnaires for participation by end user individuals of the Products (the "Surveys"); and

WHEREAS, the parties wish to clarify the rights and obligations regarding the Surveys and data collected as a result.

NOW, THEREFORE, in consideration of the foregoing premises, the parties intend that the Agreement be amended as follows:

1. Client hereby agrees, during the term of Client's subscription to the Products, to permit Granicus to insert Surveys into various touch points within the Products, whereby individual participants may elect to participate in such Surveys at their own discretion ("Participants").
2. Client hereby understands, agrees and consents to Granicus acting as the Controller of the personal data of Participants that is collected through the Surveys.
3. Granicus will direct (by way of URL) the Participants to the Granicus Privacy Notice which will explain the collection, use, and purposes of the data.
4. Independently of any data collected by virtue of the Surveys, Client will be the Controller of the data that it collects from its visitors to its website and the use and collection thereof will be pursuant to Client's term of use and privacy policy located on its website, regardless of whether the data collected by the Surveys or by Client's website is duplicative.
5. Client hereby acknowledges that Granicus will be using cookies for the purpose of running an efficient and seamless service and it will be the Client's sole responsibility to ensure that visitors to its Website are aware and informed about the use of cookies by its third party providers.
6. As Controller of the data collected through the Surveys Granicus will have sole use and discretion to determine how to process personal data. Upon termination of Client's subscription to the Products Granicus will be entitled to retain all the data that it has collected from the Surveys for its own purposes and use it according to its absolute discretion in accordance with applicable law. Granicus will be under no obligation to destroy, delete or return the data to the Client.
7. Any results of Surveys and any information collected during the Survey process will be shared with the Client solely based on the Plan that the Client purchased from Granicus. Plans are made available in both free and premium versions as further described in the order for such plan.
8. Except as amended by this Rider, all other terms and conditions of the Agreement will remain in full force and effect. In the event of any inconsistency between the terms of this Rider and the Agreement, the Agreement will prevail.