



DESTINATION SOLUTION:

DESIGN, SUPPORT, HOSTING AND TRAINING AGREEMENT

BETWEEN

CLIENT

and

GRANICUS-FIRMSTEP LIMITED



Destination Solution: Design, Support and Hosting Agreement

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This Contract is made on the [] between:

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

(2) **Client Name**, of Address (“**Client**”);

The Parties agree that:

1. Definitions:

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

“**Appendices**” means the appendices to this Contract;

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

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

“**Contract**” means this contract including and the Appendices, schedules and any documents attached to it;

“**Contract Date**” means the date this Contract was made;

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

“**Costings**” means the costings set out in Appendix 7;

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

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

“**DMO Clients**” means Destination Management Organisations that are clients of Granicus

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

“**DS**” means the **Destination Solution** as defined in Clause 0 of this Contract;

“**Force Majeure Event**” means any event beyond a Party’s reasonable control including:

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

but excluding:

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

“**Go-Live Date**” means the date the solution is live;

“**Good Industry Practice**” means the degree of skill, care and diligence reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Client, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;

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

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

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

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

“**Renewal Term**” has the meaning given to it in Clause **Error! Reference source not found.** of this Contract;

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

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

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

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

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

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

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

“**Term**” has the meaning given to it in Clause **Error! Reference source not found.** of this Contract;

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

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

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

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

2. Appointment

- 2.1 The Client appoints Granicus to supply the **DS** comprising:

Destination Management System Core Components

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

Destination Management System Additional Modules

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

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

Web Site Related Core Components

- Granicus Content Management System
- Destination Web Sites

www.visitxxxxxxxxxxn.com
Add channel site URLS

Web Site Related Additional Modules

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

Data Feeds

- Culture Hosts
- Data Thistle

CRM Related Components

- Granicus CRM
- Act-On
- Sendsites

Widgets

- Live Chat
- Trip Advisor Widget
- You.Smart.Thing

SEO Related Services

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

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Booking Options

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

Advertising

- DTN

- 2.1 Granicus shall provide design, development, training, support and hosting services in accordance with Appendices 1–5.
- 2.2 Granicus will supply the Client with the latest version of the DS at the Go-Live Date. Subsequent upgrades to the DS will be supplied to the Client by Granicus pursuant to this Contract free of charge, together with documentation and release notes. Whilst the Client will have access to most features included in these releases, some may require training or modifications to websites (or both) in order to make use of them and Granicus may make a reasonable charge to facilitate this.
- Should the Client wish to add any additional modules to the DS then Granicus shall provide a quotation as to the current prices. Should Granicus make the Client aware of further modules for the DS then the Client shall be entitled to purchase those at a price to be agreed. Granicus shall keep the Client informed of all new developments that affect the DS and that might be beneficial to the Client.
- 2.3 On the Contract Date and then on each and any anniversary of the Contract Date, the Client may agree with Granicus that it will act as the broker for a Provider Content Distribution Service to promote any Provider Content supplied by the Client and stored in the National Tourism Product Database (NTPD) to the Distribution Channels in accordance with Appendix 10 of this Contract or such other terms as the Client and Granicus may agree in writing.

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

- 3.1 Any services performed by Granicus in connection with the Services shall be treated as having been performed under the terms of this Contract even if undertaken before the Contract Date.
- 3.2 Granicus shall use its reasonable endeavours to ensure that its personnel are appropriately qualified and experienced. Granicus shall not be responsible for failures resulting from (i) Client actions or omissions; or (ii) modifications made without Granicus's consent.
- 3.3 Granicus shall not be in breach of its obligation in Clause 0 in so far as Granicus's failure to provide the Services and perform its obligations under the Contract with all due skill, care and diligence in accordance with Good Industry Practice was due to a direct failure by the Client to discharge its obligations as set out in paragraph 2.2 of Appendix 4 (Contacting the HelpDesk).
- 3.4 Granicus will not support the DS on any version of the Internet Explorer browser. Granicus reserves the right to discontinue the support of older versions of any browser at the point that the supplier discontinues their support, or overall usage figures drop below 1%.

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- 3.5 Granicus will not be liable for any failure of the DS to provide any facility or function not described in the written replies and responses given under Clause 3.4 or for any failure of the DS attributable to any modification (whether by alteration, deletion, addition or otherwise) to the DS by persons other than Granicus or where the DS is combined with other software or equipment without Granicus's consent.

4 Term and Term Renewal

- 4.1 The Contract shall commence on the Contract Date and continue for the Initial Term. It shall automatically renew for successive 12-month periods unless terminated in accordance with Clause 5. Contract Price adjustments shall be applied at renewal in line with CPI.
- 4.1 Granicus reserves the right to adjust the Contract Price at the start of any renewal term at least in line with inflation from the effective date of the expiring term.
- i) For the first renewal term, the adjustment will be calculated from the Start Date of the Initial Term.
 - ii) For any subsequent renewal terms, the adjustment will be calculated from the Start Date of the previous renewal term.

5 Termination

- 5.1 Where the Client does not wish this Contract to automatically renew at the end of the Initial Term or any Renewal Term, it may terminate this Contract by giving a minimum of 90 days' written notice to Granicus before the date of termination of the Initial Term or the relevant Renewal Term.
- 5.2 The Client may forthwith terminate this Contract by written notice to Granicus in the event that Granicus commits any material breach of the terms or conditions of the Contract and fails to remedy such breach (unless it is a breach which entitles the Client to terminate this Contract immediately insofar as such breach is not capable of remedy) within thirty (30) days after receiving written notice requiring it so to do.
- 5.3 Granicus may forthwith terminate the Contract by written notice to the Client if the Client commits any material breach of the terms or conditions of the Contract (including but not limited to failure to pay invoices when due and payable) and fails to remedy such breach (unless it is a breach which entitles Granicus to terminate the Contract immediately insofar as such breach is not capable of remedy) within thirty (30) days after receiving written notice requiring it so to do.
- 5.4 The Client may forthwith terminate the Contract by written notice to the other if Granicus enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver or administrator or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution is threatened or levied upon any equipment or other property of Granicus or if Granicus is unable to pay its debts in accordance with the law relating to the Contract.

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- 5.5 The Client may terminate the Contract by notice in writing such notice to have effect from the date specified in it and recover from Granicus the amount of any loss resulting from such termination if:

Granicus shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Client or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Client or the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of Granicus); or

in relation to any contract with the Client, Granicus or any person employed by it or acting on its behalf has (i) directly or indirectly offered, promised or given any person working for the Client or any elected member of the Client any financial or other advantage to induce that person to perform improperly a relevant function or activity or to reward that person for improper performance of a relevant function or activity; (ii) directly or indirectly requested, agreed to receive or accepted any financial or other advantage as a consequence of which a relevant function or activity in connection with this Contract will be or has been improperly performed; (iii) committed any offence under the Bribery Act 2010 or any offence of fraud; or (iv) given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

6 Consequences of Termination

- 6.1 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry.
- 6.2 Subject to the provisions of this Clause 6, termination of the Contract will immediately terminate the support given under Appendix 4 and the Hosting Service Level Agreement given under Appendix 5.
- 6.3 Any accrued Rebate due under the terms of Clause 2.2 of Appendix 9 shall remain with Granicus.
- 6.4 Any accrued Rebate due under the terms of Appendix 11 shall remain with Granicus.
- 6.5 On expiry or termination of this Contract:
- All licences terminate on termination unless required for transition assistance.
 - Granicus shall deliver to the Client all records of the Client in Granicus's possession within 30 days of termination upon request of the Client. Granicus may charge for any work involved in providing the Client with those records.
 - Granicus shall return or delete Client data within 30 days (subject to lawful retention).

7 Contract Price and Suspension for Non-Payment

- 7.1 In consideration of the performance of Granicus's obligations under the Contract, the Client shall pay the fees set out in the Costings.
- 7.2 In addition to the fees, the Client shall pay to Granicus any value added tax chargeable on the fees subject to the provision to the Client of a proper value added tax invoice.

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- 7.3 Unless otherwise agreed in the Costings, payment will be made within 28 days of receipt of an invoice.
- 7.4 Each invoice shall be submitted to the address of the Client specified in the Costings and shall contain a detailed breakdown of Services supplied.
- 7.5 Should the Client fail to pay Granicus invoices for the Costings within the 28 days required under Clause 7.3, Granicus shall be entitled to suspend the provision of its Services under this Contract until such time as payment is received in full. This clause is without prejudice to the right of Granicus to terminate this Contract for non-payment under Clause 5.3 above.

8 Statutory Obligations

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

8.1 Data Protection

If Granicus processes any personal data on the Client's behalf when performing its obligations under this Contract, the Parties record their intention that the Client shall be the Data Controller and Granicus shall be a Data Processor and in any such case: (a) the Client shall ensure that, to the best of the Client's knowledge, the Client is entitled to transfer the relevant personal data to Granicus so that Granicus may lawfully process the personal data in accordance with this Contract on the Client's behalf; (b) the Parties shall comply with the data processing terms and conditions in Appendix 12 below (the "Data Processing Addendum").

8.2 Freedom of Information and Environmental Information

8.2. **Granicus** acknowledges that the Client is subject to the Freedom of Information Act 2000 ("**FOIA**"), the Environmental Information Regulations 2004 (SI 2004/3391) ("**EIR**"), and any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to those enactments from time to time (together, the "**Information Disclosure Requirements**"). Granicus shall, and shall procure that its Sub-Contractors shall, assist and co-operate with the Client (at Granicus's own expense) to enable the Client to comply with the Information Disclosure Requirements.

8.2.2 Without limiting Clause 8.2.1, Granicus shall, and shall procure that its Sub-Contractors shall:

(a) transfer to the Client any request for information received by Granicus or any Sub-Contractor as soon as practicable and in any event within **two (2) working days** of receipt;

(b) provide the Client with a copy of all relevant information in its possession or control, in the form reasonably required by the Client, within **five (5) working days** of the Client's written request and, in any event, in sufficient time to enable the Client to comply with Granicus

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the applicable response deadline under FOIA s.10 or EIR reg.5 (as the case may be); and

(c) provide all reasonable assistance requested by the Client to enable the Client to respond to a request for information within the statutory time for compliance, including in connection with any review, appeal or investigation by the Information Commissioner or the First-tier Tribunal (Information Rights).

8.2.3 The Client shall, in its sole discretion exercised in accordance with applicable law, determine whether any information:

(a) is exempt from disclosure under the FOIA or the EIR; and/or

(b) is to be disclosed in response to a request for information.

Granicus shall not respond directly to any request for information unless expressly authorised in writing to do so by the Client.

8.2.4 Granicus acknowledges that the Client may, acting in accordance with the Secretary of State's Code of Practice issued under section 45 of the FOIA (as amended or replaced from time to time), be required to disclose information:

(a) without prior consultation with Granicus; or

(b) following consultation with Granicus, in which case the Client shall take reasonable steps to give Granicus **advance notice** of the intended disclosure, or where that is not practicable, to notify Granicus promptly after disclosure has been made.

8.2.5 Granicus shall ensure that all information produced or held in connection with the Contract is retained and made available for inspection by the Client on request and for such period as the Client reasonably requires to comply with its record-keeping obligations under applicable law.

8.2.6 Granicus acknowledges that any schedules, lists or designations provided by it identifying information as confidential or commercially sensitive are of indicative value only and that the Client may nevertheless be required by law to disclose such information. Granicus shall have no claim against the Client arising from disclosure made by the Client in good faith in purported compliance with the Information Disclosure Requirements.

8.3 Modern Slavery

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

9 Monitoring and review

9.1 Granicus shall maintain comprehensive and accurate records of work carried out in the provision of the Services and shall provide the Client with access to such records upon request.

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- 9.2 If any complaint or significant concern is made or raised (whether orally or in writing) concerning the services, Granicus shall immediately investigate it in a courteous and efficient manner and take such corrective action as is appropriate. Granicus shall record details of all complaints and concerns in an electronic register and how they were resolved. The register will be freely available to the Client.

10 Intellectual Property Rights

- 10.1 All Intellectual Property Rights in the Materials and in any domain names registered by Granicus on the Client's behalf shall belong to the Client, and Granicus shall have no rights in respect of the Materials except as expressly granted under this Contract, including pursuant to the provisions of Appendix 10 or otherwise as shall be necessary for the purposes of delivery of the DS.
- 10.2 Subject always to the provisions of Appendix 10, all Intellectual Property Rights in the DS and Deliverables shall belong to Granicus, and the Client shall have no rights in respect of any of the Deliverables except as expressly granted under this Contract. The Client shall do or procure to be done all such further acts and things and sign or procure the signature of all such other documents as Granicus may from time to time require for the purpose of giving Granicus the full benefit of the provisions of this Clause 10.2. Granicus hereby grants the Client a non-exclusive, non-transferable, non-assignable, limited right license to access and use such Intellectual Property Rights for the purposes of operating the DS for its own internal purposes, provided that such license shall expire immediately on termination of this Agreement in any circumstances.
- 10.3 **Content.** Client can only use the DS to share Content that is created by or owned by Client and/or Content for affiliated organisations, provided that use by Client for affiliated organisations is in support only, and not as a primary communication vehicle for such organisations that do not have their own license to the DS. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimise or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.
- 10.4 **Restrictions.** Client shall not: (i) use or permit any end user to use the DS to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorised entry into any other device accessible via the network or Products; (ii) Disassemble, decompile, reverse engineer or make derivative works of the Products; (iii) Rent, lease, lend, or host the DS to or for any third party, or disclose the DS to any third party except as otherwise permitted in this Agreement or SOW; (iv) Use the DS 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 export control or regulation, embargo, or denied or sanctioned parties prohibitions; or (v) modify, adapt, or use the DS to develop any software application intended for resale which uses or competes with the DS in whole or in part. (vi) use the DS, either directly or indirectly, to operate a service bureau, application service provider, managed service provider, or similar business model. Specifically, the Client

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is prohibited from using the DS to create a product or service that competes with the DS or any other offerings of the Licensor.

Written Consent: Any use of the DS that may be construed as a bureau service requires prior written consent from Granicus. Such consent may be withheld or conditioned upon additional fees or terms at Granicus' sole discretion.

Breach: Any breach of this clause shall be considered a material breach of the Agreement, entitling Granicus to terminate the license immediately and seek appropriate remedies, including but not limited to injunctive relief and damages.

11 Gratuities

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

12 Confidentiality

- 12.1 Each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorised use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorised by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.
- 12.2 If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.
- 12.3 The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.
- 12.4 Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.
- 12.5 Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that

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Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

13 Representations; Warranties, Disclaimers

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

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

13.3 Granicus warranty:

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

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

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

13.5 **Disclaimers.** Except as expressly stated in this section, the products and services are provided "as is" and Granicus disclaims all other warranties, express or implied, including, without limitation, the implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose. Granicus does not warrant that products or services will meet client's requirements or that the operation thereof will be uninterrupted or error free.

14 Indemnification

14.1 By Granicus:

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

14.1.2 To the extent permitted by applicable law, Granicus will have control of the defence and reserves the right to settle any Claim. Client must notify Granicus promptly of any

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Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defence of any claim with counsel of its choosing at its own expense.

- 14.1.3 If the DS or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the DS 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 DS or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.
- 14.1.4 Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the DS 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 DS or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorised user of Client) use of any DS or Deliverables other than in accordance with this Agreement.
- 14.1.5 This section sets forth Client's sole and exclusive remedy, and Granicus's entire liability, for any Claim that the DS, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

14.2 By Client:

- 14.2.1 Client shall indemnify, defend, and hold harmless Granicus from and against any Losses resulting from or arising out of any Claim brought against Granicus alleging Client's violation of applicable laws in connection with Client's use of the Content, Services or DS.
- 14.2.2 The Client shall indemnify Granicus against all damages, losses and expenses arising as a result of any action or claim that the Materials infringe the Intellectual Property Rights of a third party unless it is due to an error by Granicus.

15 Limitation of liability

- 15.1 Nothing in this Contract shall operate to exclude or limit either Party's liability for:
- (a) Breach of confidentiality (Section 11 above);
 - (b) Death or personal injury caused by its negligence; or
 - (c) Any breach of the Supply of Goods and Services Act 1982 ss.13-15 (as applicable);
 - (d) Fraud; or
 - (e) Any other liability which cannot be excluded or limited under applicable law.
- 15.2 Except for: (a) Client's obligation to pay amounts due under any Order or SOW;

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(b) Client's liability under clause 14.2; and

(c) Granicus' indemnification obligations under clause 14,

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

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

- 15.3 In no event will Granicus be liable to the Client or any other person for or in respect of any indirect or consequential loss or damage, or for any loss of data, profit, revenue, contracts or business, howsoever caused (whether arising out of any breach of this Agreement, any negligence of Granicus or any other person or otherwise), even if the same was foreseeable by, or the possibility thereof is or has been brought to the attention of, Granicus.
- 15.4 Granicus shall not be liable for any breach of this Agreement which results from any Force Majeure Event.
- 15.5 Acknowledgement of Reasonableness: The parties acknowledge and agree that the limitations of liability set out in this Section are reasonable in the context of this Contract, taking into account, among other factors, the nature and price of the products and services provided, the balance of risk and reward, and the ability of the parties to obtain insurance.

16 Insurance

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

17 Publicity and Advertising

Granicus shall not without prior consultation with and approval of the Client (not to be unreasonably withheld or delayed), seek any publicity or, without prior notification, make any

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announcement to the press or respond to press enquiries relating to the Contract and shall, agree to any joint press releases with the Client.

18 Sub-Contracting

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

19 No Partnership or Agency and Third-Party Rights

- 19.1 Nothing in the Contract will be taken as implying any agency, joint venture, co-ownership or partnership arrangement between the Parties and at all times the only legal relationship shall be that of a service provider between the Parties.
- 19.2 Neither Granicus nor the Client shall be liable for breach of its obligations under the Contract to the extent that any such breach is caused by a Force Majeure Event but nonetheless each Party shall use all reasonable endeavours to perform its obligations under the Contract. If any of these Conditions shall become or shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect.
- 19.3 Notices shall be in writing and shall be sent to the other Party marked for the attention of the person at the address set out for such Party in this Contract. Notices may be sent by first-class mail. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting.
- 19.4 If any URL referenced in this Agreement ceases to function, becomes inactive, or is otherwise inaccessible, the Parties agree to cooperate in good faith to promptly correct or replace such URL with a functional equivalent. The Parties further agree that any such correction or replacement shall not affect the validity or enforceability of this Agreement, provided that the substantive content accessible through the updated URL remains substantially similar to that originally intended.
- 19.5 **Amendment Right:** Granicus reserves the right to amend, modify, or update the terms of this Agreement at any time and in its sole discretion. Such amendments may include, but are not limited to, changes in service offerings, pricing, usage policies, and technical requirements.
- 19.6 **Notice of Changes:** Granicus will provide notice of any material changes by posting the updated Terms on its website and/or by sending an email notification to the Licensee's designated account administrator at least thirty (30) days prior to the effective date of such changes.
- (i) Continued Use: The Client's continued use of the Services after the effective date of any amendments to these terms shall constitute acceptance of the amended terms. If the Client does not agree to the amended terms, the Client must discontinue use of the Services prior to the effective date of the amendments.

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(ii) **Material Adverse Changes:** If any amendment to these terms materially and adversely affects the Client's rights or use of the Services, the Client may, within fourteen (14) days of receiving notice of such amendment, provide written notice to Granicus of its objection. Upon receipt of such notice, Granicus shall have the option to either: (a) allow the Client to continue under the previous version of the terms for the remainder of the current subscription period, or (b) permit the Client to terminate the Agreement without penalty, subject to payment for Services rendered up to the date of termination.

20 Dispute Resolution and Governing law

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

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

This Contract constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or a SOW by any representations or promises not specifically stated herein.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement. Additionally, the Parties agree that: (a) this Agreement, including any SOW related to this Agreement, and any amendments thereto, may be signed using electronic signatures facilitated by an agreed electronic signature provider ("e-signatures"); (b) e-signatures shall have the same effect as original signatures. Each Party warrants it has authority to enter into this Agreement.

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

Signed by the Parties on the date above

Granicus-Firmstep Limited

Client

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

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APPENDIX 1 – Web Design Terms and Conditions

No terms currently specified.

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APPENDIX 2 – Implementation Terms and Conditions

1 Project Schedule

- 1.1 For web projects, any projected Go-Live Date that is provided in advance of design sign-off is provisional on condition of that sign-off deadline being achieved. If there are any delays with the design sign-off, then this will affect the projected Go-Live Date. A confirmed project schedule will therefore only be committed to once the Client has signed off on all the web designs and page layouts agreed to be built in the project workshop.
- 1.2 The Client must provide a permanent point of contact who will liaise with the Granicus team during delivery of the DS. This person must be readily available to respond to queries and discuss options in a timely manner.
- 1.3 During the Client Acceptance Testing phase, all issues noticed by the Client must be logged in the online document supplied by Granicus for this purpose. After this date, the document will be locked, and all subsequent issues must be logged as Support Requests to the Service Desk. They will then be addressed as per the support process described in Appendix 4.
- 1.4 If any milestone for which the Client is responsible is significantly (more than 2 days) not met, then this will necessitate the rescheduling of the remaining project. In this event, Granicus cannot guarantee that the previously agreed Go-Live Date will be met, nor can it guarantee that the next possible Go-Live Date will only be delayed by the amount of time currently lost on the project.
- 1.5 Go-Live Dates will not be agreed on a Friday or immediately prior to a bank holiday in any circumstance.

2 Reschedule Charges

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

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

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APPENDIX 3 – Training Terms and Conditions

1 Appointment

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

2 Venue Hire

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

3 Materials

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

4 Granicus's Responsibilities

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

5 Customer's Responsibilities

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

6 Cancellation Charges

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6.1 Should the Client cancel the training at any time after Granicus has notified the Client that the booking is accepted then the Client shall still be liable to pay 50% of the agreed charges for the training. These charges are to cover Granicus's costs and are agreed between the Parties as being reasonable.

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

7 Refunds

7.1 Granicus will not be liable to refund any amount in excess of the agreed fee for the training course in question. This applies in particular (but is not limited) to any travelling, subsistence or consequential expenses incurred by delegates.

7.2 Granicus will not be liable for any refund in the following instances –

- Where delegates do not meet the course prerequisites.
- When a training venue not supplied by Granicus fails to be suitable for purpose.
- When unplanned interruptions (e.g. fire alarms/premises evacuation; power failures etc.) mean that the course programme cannot be completed in the available time.
- When it is not possible to complete the training due to an external influence.

8 Rearranged Training

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

9 Insurance

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

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APPENDIX 4 – Support Agreement

1 Support

Help Desk Services Granicus will provide complete help desk support for administrators and customers of Granicus Solutions. Standard support will be available between 9:00am – 5:30pm, Monday-Friday (excluding UK public holidays) or via email. Emergency support is available 24/7.

Customer Support Contact

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

2 Service Level Agreement

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

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

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

Service Level	Response Time
L1	1 hour
L2	4 hours
L3	1 business day
L4	3 business days

3 Availability

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

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Granicus provides the following uptime guarantees for its products:

- DMS - 99.95%
- CMS - 99.75%
- CRM – 99.8%
- Website – 99.8%

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

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

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

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

- Scheduled or routine maintenance
- Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labour strikes and other labour disturbances, power surges or failures)
- Granicus is not responsible for errors associated with denial-of-service attacks, distributed denial of service attacks, or customer DNS

Destination Solution: Design, Support and Hosting Agreement

APPENDIX 5 – Hosting Service Level Agreement

1 Introduction

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

2 Cloud Hosting Providers

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

2.1 Microsoft Azure Cloud (MAC)

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

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

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

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

2.2 Google Cloud Platform

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

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

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

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

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

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

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

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

3 Hosting Maintenance and Support

3.1 Fault Resolution

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

3.2 Regular Server Maintenance

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

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

3.3 Service Interruption

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

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

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

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

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

3.4 Data Transfer Allowance

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

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

3.5 Security

Security of access is controlled:

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

3.6 Back-up

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

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

Granicus runs test restore operations on an ad-hoc basis to ensure all backup operations are running without a problem.

3.7 Disaster Recovery

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

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

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3.8 Operating and Response Times

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

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

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

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

3.9 Network Reliability and Performance

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

- 99.8% availability of the service over a calendar month (excluding planned maintenance).
- No more than 6 hours planned maintenance a month.

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

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

3.10 Hosting Changes

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

3.11 Notification

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

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APPENDIX 6 – Data Transfer Allowance

All websites transfer data (bandwidth) to their users' browsers as they view the website pages and make use of its functionality. This is measured in Gigabits of data transferred (Gb) per month either uploaded to the server or downloaded from it.

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

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

Data Transfer Allowance

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

The Total Hosting Cost Explained

While Granicus uses data transfer to calculate the hosting cost that we charge to our clients, it should not be assumed that the above costs are only to pay for this bandwidth, as in order to provide the hosting service, Granicus has to invest in a wide range of hardware, software and technical resources including rack space, power and firewalls at the data centre, OS and Database Licences, off-site back-up, server maintenance contracts etc.

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

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APPENDIX 7 - Fees and Payment

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

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

Invoicing Schedule:

Granicus will invoice for this project to the following schedule.

Item	Amount	Date
100% of the Setup Costs on signature of this Contract	£ xx,xxx.xx + VAT	Insert Contract Date
Year 1 Annuals on design signoff.	£ xx,xxx.xx + VAT	Insert Start Date
Year 2 Annuals on the anniversary of design signoff.	£ xx,xxx.xx + VAT	12 months after date above
Year 3 Annuals on the anniversary of design signoff.	£ xx,xxx.xx + VAT	12 months after date above

Contract Renewals:

Contract renewals will be subject to current rates and Consumer Prices Index (All Items) increases as published by the Office for National Statistics, or failing such publication, such other index as the Parties may agree, or as determined in accordance with Clause 20 (Governing Law) to most closely resemble such index.

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APPENDIX 8 – Ideal Postcodes Postcode Lookup Licensing Agreement

As part of delivered software platform and integrated post code lookup service Granicus licence the software from Ideal Postcodes via IDDQD Limited.

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

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

https://terms.ideal-postcodes.co.uk/?_gl=1*wnqrs6*_gcl_au*NjlzNjl1NzM3LjE3NzY3Njg1MDY.*_ga*MTkwNzc2MTc1NC4xNzc2NzY4NTA2*_ga_TCWN2YPGY5*czE3NzY3Njg1MDYkbzEkZzEkdDE3NzY3Njg1MTkkajQ3JGwwJGqxMDk1OTg5NjEx

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APPENDIX 9 – Ad Serving Media

1. Status and Incorporation

1.1 This Appendix 9 (Ad Serving Media) forms an integral part of the Contract.

1.2 The terms and conditions of the Contract are incorporated into and apply to this Appendix 9 by reference, as if set out herein, save where expressly varied by this Appendix 9.

1.3 This Appendix 9 governs the provision of advertising and ad-serving services in relation to the Ad Serving Media.

2. Order of Precedence

2.1 In the event of any conflict or inconsistency between the terms of the Contract and this Appendix 9, the terms of this Appendix 9 shall prevail, but only in respect of its subject matter.

3. Definitions and Interpretation

3.1 Capitalised terms used but not defined in this Appendix 9 have the meanings given in the Contract.

3.2 In this Appendix 9:

"Ad Serving Media" means the websites and digital media operated by or on behalf of the Client and approved for Advertising.

"Advertising" means promotional content placed or served on the Ad Serving Media.

"Available Space" means advertising inventory designated for Advertising.

"Default Advertising" means Advertising which generates no revenue for the Client.

"DTN Service" means the Destination Travel Network direct-sold advertising service provided by Granicus.

"VAN" means the Visit Ad Network.

"VAN Service" means the Visit Ad Network programmatic advertising service operated by VAN and made available to the Client pursuant to this Appendix 9.

4. Appointment and Scope

4.1 The Client appoints Granicus under the Contract to make available the advertising and ad-serving services described in this Appendix 9.

4.2 The services described in this Appendix 9 may be delivered:

- (a) through the VAN Service; and/or
 - (b) through the DTN Service,
- as elected by the Client from time to time.

4.3 Granicus remains responsible under the Contract for the appointment and commercial framework governing the services described in this Appendix 9. For the avoidance of doubt,

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Granicus does not warrant or guarantee the performance, availability or outcomes of the VAN Service, which is operated by VAN.

5. Visit Ad Network (VAN) Service – Programmatic Advertising

5.1 Where the Client elects to use the VAN Service, programmatic Advertising shall be placed on the Ad Serving Media through VAN using automated ad-serving technology.

5.2 The Client acknowledges that, in relation to the VAN Service:

- (a) the selection, delivery, targeting and optimisation of Advertising is controlled by VAN;
- (b) Advertising may change dynamically and is not guaranteed to be destination-specific; and
- (c) the Client has no approval rights over individual advertisements.

5.3 Neither Granicus nor VAN guarantees that Advertising served via the VAN Service will generate revenue for the Client.

5.4 All advertiser relationships under the VAN Service are managed exclusively by VAN and/or Granicus, and no contractual relationship arises between the Client and any advertiser.

6. Destination Travel Network (DTN) Service – Direct-Sold Advertising

6.1 Where the Client elects to use the DTN Service, Granicus shall market and sell Advertising directly to advertisers relevant to the Client's destination.

6.2 Advertising sold under the DTN Service:

- (a) shall be sold on a fixed-fee and fixed-term basis;
- (b) may include guaranteed placements on agreed pages of the Ad Serving Media; and
- (c) shall be placed only in accordance with agreed parameters notified to and approved by the Client.

6.3 Granicus shall manage advertiser relationships, invoices, collections and renewals in relation to the DTN Service.

7. Default Advertising

7.1 Granicus does not guarantee that all Available Space will be filled with revenue-generating Advertising.

7.2 Where inventory is unsold or unavailable, Default Advertising may be placed.

7.3 No remuneration shall be payable to the Client in respect of Default Advertising.

8. Content Standards and Compliance

8.1 Granicus shall use reasonable endeavors to ensure that Advertising does not:

- (a) contain unlawful, defamatory, obscene or offensive material;
- (b) promote malware, harmful code or fraudulent activity; or
- (c) infringe intellectual property or other third-party rights.

8.2 Each Party shall comply with all applicable laws and regulatory requirements relating to Advertising, online behavioral advertising and data protection.

9. Data, Ad-Serving Technology and Use of Information

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9.1 The Client acknowledges that Granicus and VAN may use technologies for storing information, or accessing information stored, on computing and mobile devices, including cookies, pixels and similar technologies, in order to deliver, target, measure and optimise Advertising and to operate the VAN Service.

9.2 As between the Parties, data generated as a result of the use of such technologies in connection with the VAN Service is owned by Granicus.

9.3 Granicus may use and disclose data relating to Internet users:

- (a) to provide the services under this Appendix 9;
- (b) to compile aggregated and anonymised statistics relating to the services; and
- (c) where required to do so by law or by any competent governmental or regulatory authority.

9.4 The Parties' respective obligations in relation to personal data protection, privacy and the use of cookies and similar technologies are governed by the data protection provisions of the Contract, which apply in full to this Appendix 9.

10. Indemnity

10.1 The Client shall indemnify and hold harmless Granicus against all claims, losses, liabilities, costs and expenses arising from:

- (a) Advertising or materials supplied or approved by the Client;
- (b) the operation of the Ad Serving Media; or
- (c) the Client's breach of this Appendix 9 or the Contract.

11. Limitation of Liability

11.1 Nothing in this Appendix 9 limits or excludes any liability which cannot lawfully be limited or excluded under the Contract.

11.2 Subject to Clause 11.1, Granicus's total liability to the Client arising under or in connection with this Appendix 9 (whether in contract, tort (including negligence), misrepresentation or otherwise) in respect of any event or series of connected events shall not exceed the greater of:

- (a) £5,000; or
- (b) the total amounts of commission received by Granicus in the three (3) months immediately preceding the date on which the relevant event (or the first event in any series of connected events) occurred.

11.3 Granicus shall not be liable for:

- (a) any indirect or consequential loss;
- (b) loss of profit, revenue, business or anticipated savings; or
- (c) loss arising from Default Advertising or the failure of Advertising to generate revenue.

12. Term and Termination

12.1 This Appendix 9 shall commence on the Effective Date and continue for the duration of the Contract unless terminated in accordance with the Contract.

12.2 Any probationary period or short-notice termination rights applicable to the VAN Service shall not apply to the DTN Service.

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12.3 Advertising sold under the DTN Service prior to termination shall be fulfilled in accordance with its agreed terms.

13. Survival

13.1 Clauses relating to liability, indemnity and data protection, together with any provisions which by their nature are intended to survive, shall survive termination in accordance with the Contract.

APPENDIX 9 Schedule 1: Restricted Advertising

Adverts promoting travel to other
destinations

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

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APPENDIX 10 – Provider Content Distribution

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

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APPENDIX 11 – Online Booking Through the Polling Engine

Through the DS it is possible to link each accommodation provider to its equivalent account via their PMS or Online Travel Agencies (OTAs) where available.

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

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

Granicus will keep all commissions earned through the Polling Engine.

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

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APPENDIX 12 - Data Processing Addendum

This Data Processing Addendum (“**DPA**”) is incorporated into the Contract and all related orders between Customer and Granicus and reflects the parties’ agreement with regard to the processing of Data (as these terms are defined below). This DPA consists of the main body of the DPA and Appendices 1-12.

Data Processing Terms

1. Definitions

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

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

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

"Customer" means the party which entered into the Contract, or an Affiliate thereof, and signatory to this DPA.

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

"DPA" means this Data Processing Addendum.

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

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

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

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

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"Services" means the services provided by Granicus to Customer under or in connection with the Contract.

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

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

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

2. Processing Of Data

2.1 Relationship of the parties: Customer (the controller) appoints Granicus as a processor to process the personal data that is the subject of the Master Subscription Agreement and as further described in Schedule 1 (the "Data").

2.2 Prohibited data: Customer shall not disclose (and shall not permit any data subject to disclose) any sensitive data (special categories) of Data or Data that imposes specific data security or data protection obligations on Granicus in addition to or different from those specified in this DPA or the Master Subscription Agreement to Granicus for processing except where and to the extent expressly disclosed in Schedule 1.

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

2.4 Purpose limitation: Granicus shall process the Data as a processor as necessary to perform its obligations under the Master Subscription Agreement, including for the purposes described in Schedule 1 to this DPA and strictly in accordance with the documented instructions of Customer (the "**Permitted Purpose**"), except where otherwise required by law(s) that are not incompatible with Applicable Data Protection Law. In no event shall Granicus process the Data for its own purposes or those of any third party. Each party is solely responsible for compliance with its respective obligations under Applicable Data Protection Law. The Customer shall comply with all necessary transparency and lawful requirements under Applicable Data Protection Law in order to disclose the Data to Granicus for the Permitted Purposes. Granicus shall immediately inform Customer if it becomes aware that Customer's processing instructions infringe Applicable Data Protection Law (but without obligation to actively monitor Customer's compliance with Applicable Data Protection Law). If a change in Applicable Data Protection Law prevents Granicus from processing the Data as intended by the Master Subscription Agreement, Customer will immediately stop transmission of the Data to Granicus and the parties will negotiate in good faith changes to the Service Agreement which may include but are not limited to additional services or solutions, if and when made available by Granicus. Notwithstanding anything to the contrary, data localisation laws in Applicable Data Protection Law shall not require Granicus to change the storage location of any data centres agreed in, or permitted by, the Master Subscription Agreement; provided that Granicus will negotiate in good faith commercially reasonable changes to the storage location.

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

- a) in relation to data that is protected by the EU GDPR, the EU SCCs will apply completed as follows:
- (i) Module Two will apply;
 - (ii) in Clause 7, the optional docking clause will apply;
 - (iii) in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes shall be as set out in Clause 2.10 of this DPA;
 - (iv) in Clause 11, the optional language will not apply;
 - (v) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;
 - (vi) in Clause 18(b), disputes shall be resolved before the courts of Ireland;
 - (vii) Annex I of the EU SCCs shall be deemed completed with the information set out in Schedule 1 to this DPA; and
 - (viii) Annex II of the EU SCCs shall be deemed completed with the TOMs.
- b) UK GDPR: In relation to personal data that is subject to the UK GDPR, restricted transfers from the Customer to Granicus shall be made subject to the appropriate safeguard set out in this Clause b), selected in the following order of priority:

(i) UK Addendum to the EU Standard Contractual Clauses

Where Granicus and the Customer are lawfully permitted to rely on the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018 (Version B1.0, in force 21 March 2022, as amended or replaced by the ICO from time to time) (the "**UK Addendum**"), the following shall apply:

- (a) the EU SCCs, completed as set out in Clause a) of this DPA (Module Two — controller to processor), shall also apply to restricted transfers of such data from the United Kingdom, subject to sub-clause (b) below;
- (b) the UK Addendum shall be deemed incorporated into and shall form part of this DPA, with:
- **Table 1** deemed completed with the party information set out in Schedule 1 to this DPA;
 - **Table 2** deemed completed by reference to Module Two of the EU SCCs as completed pursuant to Clause a) of this DPA;
 - **Table 3** deemed completed with the information set out in Schedule 1 to this DPA (description of transfer) and the TOMs (technical and organisational measures); and
 - **Table 4** ("Ending the Addendum When the Approved Addendum Changes"): the "Importer" box is selected, meaning Granicus may terminate the UK Addendum on the terms set out in Table 4 of the UK Addendum if the Approved Addendum is changed by the ICO;
- (c) in the event of any conflict between the EU SCCs and the UK Addendum in respect of a UK-regulated transfer, the UK Addendum shall prevail to the extent of that conflict; and
- (d) the optional illustrative indemnification clause in the EU SCCs shall not apply to UK-regulated transfers.

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(ii) International Data Transfer Agreement — Fallback

Where sub-clause (i) above does not apply, but Granicus and the Customer are lawfully permitted to rely on the International Data Transfer Agreement issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018 (Version B1.0, in force 21 March 2022, as amended or replaced by the ICO from time to time) (the "**IDTA**"), the IDTA shall be deemed incorporated into and shall form part of this DPA, with:

(a) **Table 1** (Parties) deemed completed with the party information set out in Schedule 1 to this DPA;

(b) **Table 2** (Selected SCCs, Modules and Selected Clauses) deemed completed by reference to Module Two of the EU SCCs as completed pursuant to Clause a) of this DPA, mutatis mutandis;

(c) **Table 3** (Annexes) deemed completed with the information set out in Schedule 1 to this DPA and the TOMs; and

(d) **Table 4** (Ending the IDTA): the "Importer" box is selected.

(iii) Cooperation on alternative safeguards

If neither sub-clause (i) nor sub-clause (ii) of this Clause applies, the parties shall cooperate in good faith without undue delay to implement such alternative appropriate safeguards for the restricted transfer as are required or permitted under the UK GDPR and the Data Protection Act 2018.

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

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

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

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

2.10 Subprocessing: Customer consents to Granicus engaging Granicus Affiliates and third party subprocessors to process the Data for the Permitted Purpose provided that: (i) Granicus maintains an up-to-date list of its subprocessors that may process personal data.

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

2.11 Cooperation and data subjects' rights: Taking into account the nature of the processing and to the extent a response to a request cannot be achieved using the Service's Self-Service Tools available to the Customer, Granicus will provide commercially reasonable assistance to the Customer (at Customer's expense) to: (i) fulfil a Customer's obligation to respond to data subjects' requests under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) in relation to any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. If any such request, correspondence, enquiry or complaint is made directly to Granicus, Granicus shall promptly inform Customer providing full details of the same.

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

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

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

2.15 Audit:

- a) Customer may perform due diligence reviews to evaluate Granicus's compliance of its obligations under this DPA, at its own expenses by itself or by a certified auditor. Customer shall provide at least 60 days, prior written notice of its intention of doing so and Granicus shall make available all information reasonably necessary to demonstrate such compliance, and shall allow for and contribute to audits, including inspections, by Customer. Such audits shall be conducted during regular business hours, and Customer shall ensure that it does not disrupt the regular operations of Granicus. Customer questionnaires and self-assessments must be sent to your account manager at salesimplevieweurope@granicus.com, including all requirements and expectations. Customer will not exercise its audit rights more than once in any twelve month period (in aggregate with any information rights in the Master Subscription Agreement), except (i) if and when required by instruction of a

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competent data protection authority; (or) if Customer believes a further audit is necessary due to a Security Incident suffered by Granicus. For any audit or right of access exercised under this section, the SCCs or any similar right granted by law, Granicus will not be required to provide information, evidence or access of any kind that includes other customers' information, and to preserve the rights, confidentiality, security, and data integrity of other customers.

- b) Alternatively at Granicus's discretion and if available for the applicable Service, Granicus may satisfy its obligations under this Clause (Audit) (and any similar obligations under the Standard Contractual Clauses) by presenting a summary copy of its audit or certification report(s) to Customer, which reports shall be subject to the confidentiality provisions of the Master Subscription Agreement.
- c) Customer shall be responsible for all costs and fees, including all reasonable costs and fees for any and all time Granicus expends for any such audit.

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

Accepted And Agreed To:

Granicus-Firmstep

Client

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

SCHEDULE 1 - Data Processing Description

This Schedule 1 forms part of the DPA and describes the processing that the processor will perform on behalf of the controller.

List of Parties

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

Name:	[Customer name]
Address:	[Customer address]
Contact person's name, position and contact details:	[Customer contact name, position, email and telephone number]
Activities relevant to the data transferred under this DPA:	The Services relating to DMS, CMS, website and CRM.
Role (controller/processor):	Controller

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

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

Description of Transfer

Categories of data subjects whose personal data is transferred:	End users, business contacts
Categories of personal data transferred:	Customer's admin IP address, Customer's email, Name, work address, work telephone or mobile number, and email address, device End User, IP address, name, surname, email, phone number, address, date of birth, device [Client to add further personal details and special categories of data]
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:	
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	Continuous
Nature of the processing:	Facilitating communication relating to destination marketing.

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Purpose(s) of the data transfer and further processing:	The seamless integration of the ecosystem relating to destination management.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	As detailed in the Master Subscription Agreement.
Subprocessors:	<ul style="list-style-type: none"> • Google Analytics • Google Cloud Platform • Microsoft Azure • Cloudflare • Google Suite • CrowdStrike • SendGrid • Akamai Technologies • Microsoft 365 • Zapier • Mongo DB • Pendo • LogRocket • Cloudinary • Loggly • Solr Search Stax <p style="background-color: yellow;">Following only required for clients with US CRM, delete as required.</p> <ul style="list-style-type: none"> • Act-On • Sendsites • Cvent • PlayEasy <hr style="width: 20%; margin-left: 0;"/> <p>From time to time, support may be provided by Granicus affiliates. Granicus LLC is a party to the US Data Privacy Framework (EU-U.S. DPF), and the UK Extension to the EU-U.S. Data Privacy Framework (UK Extension to the EU-U.S. DPF)</p>

Competent Supervisory Authority

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