

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is entered into and effective 01/4/2020 - 31/3/2021 (the "Initial Term") by and between Granicus, LLC, a Minnesota corporation, with its principal place of business at 408 Saint Peter Street, Suite 600, Saint Paul, MN 55102 ("Granicus") and Highways England of Lateral, 8 City Walk, Leeds, LS11 9AT ("Licensee"). Granicus and Licensee may each be referred to herein as "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, Granicus is engaged in the business of government-to-citizen communication solutions, as well as related services, and has created and developed a Software-as-a-Service digital communications management platform which is described in detail in the attached Exhibit A ("Solution");

WHEREAS, Licensee desires to obtain access to the Solution limited to the scope listed in Exhibit B ("Scope"); and

WHEREAS, Granicus is willing to enter into an agreement with Licensee whereby Licensee will obtain access to the Solution.

NOW, THEREFORE, in consideration of the premises and mutual covenants of this Agreement, the Parties hereto agree as follows:

1. LICENSE GRANT:

- a. Granicus hereby grants to Licensee, for the term of this Agreement, a nonexclusive, non-assignable, limited personal right and license to allow the Permitted Users to use the Solution for the Scope. Licensee and Granicus will coordinate access and configuration of the Solution in connection with the Scope.
- b. No right of license is being conveyed to Licensee to use the Solution at any domain(s) other than for the Scope. Licensee is prohibited from making any copies, archival or otherwise, of the Solution or its source code. Licensee is further prohibited from using the Solution in any manner other than as described above.

2. LICENSOR'S RESPONSIBILITIES:

- a. Granicus shall provide Licensee with the Solution.
- b. Granicus shall use reasonable efforts to make the Solution available twenty-four (24) hours per day, seven (7) days a week, excluding:
 - i. Scheduled downtime for systems maintenance, including without limitation diagnostics, upgrades, and operations reconfiguration.
 - ii. Unscheduled downtime caused by other forces beyond the immediate control of Granicus, including software defects, hardware failures, power failures or downtime caused by Licensee's network or the Internet.
- c. Support and maintenance of the Solution shall be provided by Granicus in accordance with the provisions of Exhibit C of this Agreement.

3. LICENSEE'S RESPONSIBILITIES: Licensee shall not, nor permit any third party to: (a) copy the Solution; (b) modify, translate or otherwise create derivative works of the Solution; (c) disassemble, decompile or reverse engineer the

object code or source code of the Solution; (d) publish, or otherwise make available to any third party, any benchmark testing information or results; or (e) export or re-export the Solution in violation of any United States export law or regulation.

4. **COMPENSATION:**

- a. In consideration for the license granted hereunder and during the Initial Term of the Agreement and for each Extended Term, Licensee agrees to pay to Granicus the fees recited in Exhibit B (the "User Fees").
- b. Unless otherwise stated, Granicus's fees are inclusive of all taxes, levies, duties or similar governmental assessments of any nature with the exception of UK value added tax which shall be added in accordance with prevailing legislation. Licensee is responsible for paying UK value added tax.
- c. Administrative responsibility including generating invoices, accepting and collecting payments, or administering VAT may be performed by Granicus, LLC. or any subsidiary company, including Granicus Limited. This does not change the obligations of Granicus, LLC. under this Agreement.

5. **INTELLECTUAL PROPERTY:** Granicus and its licensors (if any) exclusively own all intellectual property rights, title and interest in any ideas, concepts, know-how, documentation or techniques Granicus provides under this Agreement, and all technology available on Granicus's Servers. Licensee agrees and acknowledges that no title to the Solution or any aspect of the Solution shall pass to Licensee under this Agreement.

6. **PERMITTED USERS:** Licensee shall identify Licensee employees who are Permitted Users and who will receive passwords and keys (as applicable) to use the Solution for the purposes permitted by this Agreement including configuration for use with the Scope. Licensee shall provide to Granicus a list of such Permitted Users and shall provide periodic updates as necessary. Licensee will take such actions as are necessary in order for it to maintain the confidentiality of, and prevent the unauthorised use of, each password and key. Licensee will immediately notify Granicus in writing if Licensee determines, or has reason to believe, that an unauthorised party has gained access to a password or key. Licensee authorises Granicus to rely upon any information and/or instructions set forth in any data transmission using the assigned password or key, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of Granicus. Use of the assigned password or key, whether or not authorised by Licensee, shall be solely the responsibility of and the risk of Licensee.

7. **CONFIDENTIALITY:**

- a. "Confidential Information" shall mean any confidential technical data, trade secret, know-how or other confidential information disclosed by any party hereunder in writing, orally, or by drawing or other form and which shall be marked by the disclosing party as "Confidential" or "Proprietary." If such information is disclosed orally, or through demonstration, in order to be deemed Confidential Information, it must be specifically designated as being of a confidential nature at the time of disclosure and reduced in writing and delivered to the receiving party within fourteen (14) days of such disclosure.
- b. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving party at the time of disclosure or becomes known to the receiving party without breach of this Agreement; (ii) is or becomes publicly known through no wrongful act of the receiving party or any subsidiary of the receiving party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving party or any of its subsidiaries; (v) is furnished to any third party by the disclosing party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the disclosing party; (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

- c. The receiving party agrees that it will not disclose any Confidential Information to any third party and will not use Confidential Information of the disclosing party for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement and for a period of three (3) years thereafter, without the prior written consent of the disclosing party. The receiving party further agrees that Confidential Information shall remain the sole property of the disclosing party and that it will take all reasonable precautions to prevent employees from disclosing any Confidential Information. No license shall be granted by the disclosing party to the receiving party with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein.
 - d. Upon the request of the disclosing party, the receiving party will promptly return all Confidential Information furnished hereunder and all copies thereof.
 - e. Notwithstanding the foregoing, Granicus shall have the right to publicise the Licensee's name and logo in press releases, case studies and on the Granicus website. Either party may disclose information concerning this Agreement as required by the rules, orders, regulations, subpoenas or directives of a court, government or governmental agency, after giving prior notice to the other party.
 - f. If a party breaches any of its obligations with respect to confidentiality and unauthorised use of Confidential Information hereunder, the non-breaching party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages notwithstanding anything to the contrary contained herein.
8. **TERM:** This Agreement shall be effective as of the Initial Term listed on Page 1, under "Service Agreement."
9. **TERMINATION:** The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:
- a. Right to Terminate Upon Notice. Either party may terminate this Agreement on thirty (30) days' written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the thirty-day period, the breaching party fails to cure such breach.
 - b. Right to Terminate for Bankruptcy. Either party may terminate this Agreement immediately if the other becomes unable to pay its debts, or enters into liquidation (except for the purpose of solvent amalgamation or reconstruction), or makes an arrangement with its creditors, or becomes subject to an administration order or a receiver or administrative receiver is appointed over all or any of its assets, or ceases or threatens to cease trading or is dissolved.
10. **POST-TERMINATION RIGHTS:** Upon the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Granicus and Licensee shall discontinue all use of the Solution.
11. **WARRANTIES AND INDEMNITY:**
- a. Granicus represents and warrants that it has all authorisations, consents approvals and permits necessary for it to discharge its obligations under this Agreement.
 - b. Granicus warrants that the Solution will perform materially in accordance with the specifications provided by Granicus to Licensee. THE WARRANTY PROVIDED FOR HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT MAY ARISE EITHER BY AGREEMENT BETWEEN THE PARTIES OR BY OPERATION OF LAW, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The functionality of the Solution will not be materially decreased during the Term of this Agreement. For any breach of this warranty, Licensee's exclusive remedy shall be as provided in Section 9(A).

- c. Granicus agrees to defend, indemnify, and hold Licensee, and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable legal fees and costs) incurred through claims of third parties against Licensee based on a breach by Granicus of any representation and warranty made in this Agreement.
 - d. SAVE FOR CLAUSES 11A, 11E AND 11F, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE ANNUAL FEE DUE UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
 - e. Nothing in this clause 11 shall limit the liability of Granicus in respect of clause 13 of this Agreement.
 - f. Neither party excludes or limits liability to the other party for death or personal injury caused by its negligence or the negligence of its employees, directors, partners or agents or as a result of fraudulent misrepresentation or any other liability that cannot by law be excluded or limited.
12. **DATA PRIVACY:** Granicus shall comply with the provisions of Exhibit D with regards to data privacy.
13. **DATA TRANSFER:** Personal Data will be transferred outside of the EU under the provisions of the EU Privacy Shield agreement. Granicus will maintain active EU Privacy Shield registrations and will comply with the following conditions: Granicus has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Licensee; the Data Subject has enforceable rights and effective legal remedies; Granicus will comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.
14. **FORCE MAJEURE:** Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimise the impact of the event.
15. **NOTICE:**
- a. Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the address specified by each party mailed by certified, registered or Express mail, return receipt requested or by Federal Express or other internationally recognised overnight courier.
 - b. Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.
16. **JURISDICTION:** This Agreement shall be governed in accordance with the laws of England and Wales and the Parties hereby submit to the non-exclusive jurisdiction of the English courts.
17. **AGREEMENT BINDING ON SUCCESSORS:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.
18. **ASSIGNABILITY:** Neither party may assign this Agreement or the rights and obligations hereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld,

provided that either Party may assign without consent in the event of a merger, consolidation, reorganisation, or sale of all or substantially all assets related to this Agreement.

19. **WAIVER:** No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or of other provisions of this Agreement.
20. **SEVERABILITY:** If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.
21. **THIRD PARTY RIGHTS:** No third party or other person who is not a party to this Agreement may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except to the extent stated expressly to the contrary in this Agreement.
22. **INTEGRATION:** This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement.
23. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Customer for any purpose other than the specific purpose of performing the services outlined within this Agreement.

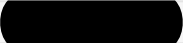
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement.

Licensee

Signature:



Name:



Title: **Procurement Officer**

Date: **02/06/2020**

Purchase Order Required to Invoice (Yes/No):

VAT Number:

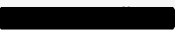
All our prices are exclusive of VAT. VAT should be accounted, however, as a US organisation it is assumed that our clients' will account for VAT themselves. If you are unable to provide a VAT ID, Granicus LLC will use an HMRC approved VAT scheme (EU826002611) to collect VAT payments.

Granicus, LLC

Signature:



Name:



Title: **Sales Director**

6/1/2020

EXHIBIT A

govDelivery ("Solution")

Solution	
Name	Description
govDelivery	govDelivery is a Software-as-a-Service (SaaS) solution that enables government organisations to connect with more people. By leveraging govDelivery, the client will be able to utilise a number of different outreach mediums, including email, RSS feeds, and social media integration to connect with its target audiences. govDelivery includes: • Unlimited email sends with industry-leading delivery and management of all bounces • Support to upload and migrate existing email lists • Access to participate in the govDelivery Network • Ability to send mass notifications to multiple devices • 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support • Access to a complete archive of all data created by the client for 18 months (rolling)
govDelivery Professional Package	The Professional Package gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Professional Package adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalisation, message testing, and mobile engagement. The Professional Package includes: • Dynamic segmentation around bulletins, engagement, and question (e.g. area of interest) • Canned campaigns for re-engagement and new subscriber onboarding • Testing: Simple (A/B, 10/10/80) <i>A subscription for the Professional Package is dependent on an active license for govDelivery.</i>

Inclusions

1. Management of all user profiles and subscriptions to content from the website{s} covered by the Scope in this Agreement.
2. Automated distribution of appropriate emails about content from websites covered by the Scope of this Agreement.
3. Management of all mass emailing issues including management of bounced emails (i.e., permanently or temporarily invalid email addresses) and deliverability rates (getting email updates into the inboxes of subscribers).
4. Access and training for designated licensee staff on Granicus's web-based tools for adding or modifying new email subscription options and managing subscription lists.

5. Email subscription options related to Licensee information including:
 - a. Unlimited monthly email sends
 - b. Unlimited individual subscribers detailed usage reports so Licensee knows how subscribers are using personalised email subscriptions
6. Regular technology upgrades to the Solution and associated services.
7. Reliable customer service, training and account management for the services provided.
8. At the Licensee's discretion, these services may be extended to licensee Intranet sites for internal communications with employees without additional charges or fees.
9. Implementation of the preceding services involves three main steps: (1) identifying email subscription content on the Licensee's public Website listed in the Scope of this Agreement; (2) identifying administrators of the Licensee's email subscription options; and, (3) insertion of HTML links to govDelivery features in the licensee's public website covered by the Scope of this Agreement.

Limitations

The limitations for the Solution are as follows. Services outside of the limitations will be subject to additional fees.

1. Set up and Implementation
 - a. The implementation consultant will be assigned to Licensee during the setup process for up to 90 days.
 - b. Unlimited access to Web-based recorded trainings and online help for administrations on the following topics: standard Messaging, the govDelivery Network, Automation, Mobile and Analytics.
 - c. Up to 2 Web-hosted trainings. Must be used within 180 days of kickoff.
 - d. Up to 5 hours of templates, custom reporting and integration development. Hours must be used within 90 days of kickoff.
2. Ongoing
 - a. Unlimited access to Web-based recorded trainings and online help for administrations on the following topics: standard Messaging, the govDelivery Network, Automation, Mobile and Analytics.
 - b. Up to 1 Web-hosted training per year.
 - c. Support for up to 50 active administrators.
 - d. Support of 1 govDelivery account.
 - e. Support: 24/7 system monitoring, email and phone support during business hours, auto response to inbound messages from end users.
 - f. Up to 3 hours of templates, custom reporting and integration development annually.

EXHIBIT A

govDelivery Advanced Network

Granicus is highly effective in helping organisations work together to reach more people. Organisations expect the data obtained through this network to be protected and used for public sector purposes; therefore, transferring this data outside of Granicus is an unappealing risk that limits participation in the govDelivery Advanced Network.

To maintain the integrity of the Solution, subscribers added to Licensee's audience via the govDelivery Advanced Network ("Network Subscribers") are available for use only while Licensee is under an active subscription with Granicus. Network Subscribers will not transfer to Licensee upon termination of any Granicus Contract. Licensee shall not use or transfer any of the Network Subscribers after termination of its Contract with Granicus. All information related to Network Subscribers must be destroyed by Licensee within 15 calendar days of the Contract with Granicus terminating.

During the last 10 calendar days of Licensee's Contract with Granicus, Licensee may send an opt-in email to Network Subscribers that shall include an explanation of Licensee's relationship with Granicus terminating and that the Network Subscribers may visit Licensee's website to subscribe to further updates from the Licensee in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Licensee upon termination.

EXHIBIT B**Scope and User Fees****Scope**

The subscription includes the following domain(s) and subdomain(s): <https://www.gov.uk/government/organisations/highways-england>

User Fees

Payment Terms: Net 30

Currency: GBP

Current Subscription End Date: 31/3/2020

Period of Performance: 1/4/2020 - 31/3/2021

Annual Fees for Renewing Subscriptions

Solution(s)	Billing Frequency	Quantity/Unit	Annual Fee
govDelivery	Annual	1 Each	£35,625.54
govDelivery Professional Package	Annual	1 Each	£10,687.66
SUBTOTAL:			£46,313.20

EXHIBIT C

Service Level Agreement

1. Technical support. Granicus agrees to provide Licensee with complete technical support. Regular support will be available during regular business hours, Monday-Friday; via email or telephone call, covering all issues. Emergency support will be available 24x7; via telephone call. Emergency issues include only those issues that are preventing effective use of the system; other issues must be addressed during business hours. Use-based questions should be directed to Licensee's account manager who will escalate questions to technical personnel as necessary. The Licensee will have after-hours access to Granicus customer service.
2. Help-desk options. Granicus agrees to provide Licensee with complete help-desk support for administrators and end-users (optional, but at no charge). Regular support will be available during regular business hours, Monday-Friday; via email or telephone call, covering all issues. Support will be available 24x7 via telephone call. The first step in fielding a general support or maintenance issue is with the Client Support Group who will escalate issues to technical personnel as necessary. The Licensee can contact the Client Support Group by email or phone and the Licensee can allow end-users to contact the Client Support Group directly by email.

EXHIBIT D

Data Privacy

Party: a Party to this Agreement

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which Granicus is bound to comply;

Granicus Personnel: means all directors, officers, employees, agents, consultants and contractors of Granicus and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement.

DEFINITIONS USED IN THE GDPR TERMS:

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 (subject to Royal Assent) to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR;

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by Granicus under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018;

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679);

LED: Law Enforcement Directive (Directive (EU) 2016/680);

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

Schedule: means the schedule attached to this Annex 1 forming part of this Letter and titled: 'Schedule of Processing, Personal Data and Data Subjects'; and

Sub-processor: any third Party appointed to process Personal Data on behalf of Granicus related to this Agreement.

1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Licensee is the Controller and Granicus is the Processor. The only processing that Granicus is authorised to do is listed in the Schedule by the Licensee and may not be determined by Granicus.

1.2 Granicus shall notify the Licensee immediately if it considers that any of the Licensee's instructions infringe the Data Protection Legislation.

1.3 Granicus shall provide all reasonable assistance to the Licensee in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Licensee, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 Granicus shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with the Schedule, unless Granicus is required to do otherwise by Law. If it is so required, Granicus shall promptly notify the Licensee before processing the Personal Data, unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Licensee as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;

- (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) Granicus Personnel do not process Personal Data except in accordance with this Agreement (and in particular, the Schedule);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Granicus Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with Granicus's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with Granicus or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Licensee or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Licensee has been obtained and the following conditions are fulfilled:
 - (i) the Licensee or Granicus has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Licensee;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) Granicus complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Licensee in meeting its obligations); and
 - (iv) Granicus complies with any reasonable instructions notified to it in advance by the Licensee with respect to the processing of the Personal Data;
- (e) at the written direction of the Licensee, delete or return Personal Data (and any copies of it) to the Licensee on termination of the Agreement unless Granicus is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, Granicus shall notify the Licensee immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6 Granicus's obligation to notify under clause 1.5 shall include the provision of further information to the Licensee in phases, as details become available.

1.7 Taking into account the nature of the processing, Granicus shall provide the Licensee with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Licensee) including by promptly providing:

- (a)** the Licensee with full details and copies of the complaint, communication or request;
- (b)** such assistance as is reasonably requested by the Licensee to enable the Licensee to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c)** the Licensee, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d)** assistance, as requested by the Licensee, following any Data Loss Event;
- (e)** assistance, as requested by the Licensee, with respect to any request from the Information Commissioner's Office, or any consultation by the Licensee with the Information Commissioner's Office.

1.8 Granicus shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where Granicus employs fewer than 250 staff, unless:

- (a)** the Licensee determines that the processing is not occasional;
- (b)** the Licensee determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR, or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c)** the Licensee determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 Granicus shall allow for audits of its Data Processing activity by the Licensee or the Licensee's designated auditor.

1.10 Granicus shall designate a data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, Granicus must:

- (a)** notify the Licensee in writing of the intended Sub-processor and processing;
- (b)** obtain the written consent of the Licensee;
- (c)** enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause, such that they apply to the Sub-processor; and
- (d)** provide the Licensee with such information regarding the Sub-processor as the Licensee may reasonably require.

1.12 Granicus shall remain fully liable for all acts or omissions of any Sub-processor.

1.13 The Licensee may, at any time on not less than 30 Working Days' notice, revise this clause 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Licensee may, on not less than 30 Working Days' notice to Granicus, amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.15 The Parties agree that any term or condition of the Agreement that attempts to limit the liability of Granicus with respect to any claims it may receive from the Licensee following any fine, costs damages, costs or any other claim (the "Losses") imposed on the Licensee from the Information Commissioner's Office (or such successor organisation or regulator thereof) shall have no effect, and, accordingly, notwithstanding any other terms or conditions of the Agreement, Granicus shall indemnify the Licensee in full for any Losses imposed on the Licensee from the Information Commissioner's Office.

Schedule of Processing, Personal Data and Data Subjects

1. Granicus shall comply with any further written instructions with respect to processing by the Licensee.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	Granicus will process data for the purpose of providing email, SMS and social media alerts on behalf of the Licensee to their Subscribers.
Duration of the processing	The processing will be conducted while: • Licensee maintains a current service licence • A subscriber wishes to receive information from the Licensee and remains subscribed to receive information • In accordance with our Data Retention Policy
Nature and purposes of the processing	• Granicus will process data on behalf of the Licensee to allow them to create and distribute email, SMS and Social Media notifications to their opt-in Subscriber audience. • Granicus will collect and process personal data to allow the Licensee to send highly targeted digital communications to subscribers based on granular subscription preferences and associated metadata provided by the Subscriber or added into the system by the Licensee. • Granicus will process Subscriber requests to opt-in and opt-out of receiving alerts on behalf of the Licensee. • Granicus will process Licensee staff data to allow authorised personal access to the system and provide an audit trail of activity during use.

Description	Details
Type of Personal Data	The following personal data will be processed: • Subscribers: Email address, Telephone number, Subscriber event activity information (e.g. links clicked, event date/timestamp), Subscriber preferences (subscription topics), IP address, Browser information, Location (longitude/latitude), Question responses (as required by the Licensee) • System Administrators: Email address, Telephone number, First Name, Surname, Department / Title, Security questions, Administrator activity (audit trail, items changed, login date/time), IP address, Browser user agent • Subscriber Support: Email, Agent String (IP, browser, operating system) • Admin Support: Name, Email, Agent String (IP, browser, operating system)
Categories of Data Subject	Data will be processed on behalf of the Licensee and only as instructed by the Licensee. The data subjects shall include Subscribers consisting of: • Members of the Public • Business owners and staff • Stakeholders / Partner organisations • Licensee staff
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	• Opt-out requests can be submitted via the Granicus govDelivery application interface for immediate automated processing or can be submitted manually via online and offline channels for processing by our customer care team. When an opt-out request is processed the subscriber's details are removed from the Licensees account to prevent further messages being sent to that subscriber. • Granicus will retain some subscriber data (IP addresses, message history and deleted subscriber email address) so this can be used for security audits and law enforcement purposes. • When data is removed from our systems it will be processed in accordance with the data retention policy with all data being removed or anonymised programmatically from our databases and servers. • All data will be returned to the Licensee upon termination of the contract via secure transfer. Data will be extracted in CSV format, encrypted and then supplied to the licensee via secure FTP (or other secure method as requested).