

## EXHIBIT D

### GRANICUS PRODUCT SPECIFIC TERMS

If you purchased a subscription or license to any of the Granicus or third-party Products listed below, in addition to the terms of the agreement between your organization and Granicus, your use of the Granicus Product is governed by the additional terms set forth below. Any conflict between the terms of your agreement and these Product-Specific Terms will be resolved in favor of these terms.

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

#### **GovDelivery/Communications Cloud/Government Experience Cloud.**

a. Contact information (including personal information) of subscribers to Client’s communication network provided to Granicus by Client or gathered through Client’s own web properties or activities are “Direct Subscriber” contacts and will remain the property of Client (“Direct Subscriber”). Granicus will not disclose Direct Subscriber data except as required by law, or to third parties solely as necessary to operate the Granicus Products.

b. govDelivery, a Granicus Product, offers Direct Subscribers the opportunity to subscribe to digital communications offered by other Granicus clients (the “Advanced Network”). When a Direct Subscriber registers on the Advanced Network, that subscriber is a “Network Subscriber” to the agency it subscribed to through the Advanced Network.

c. Network Subscribers are not Direct Subscribers and are only available for use while Client is under an active govDelivery subscription. Network Subscribers will not transfer to Client upon termination of Client’s subscription, and Client must delete all information related to Network Subscribers within fifteen (15) days of expiration or termination of Client’s access to the Advanced Network. Client is permitted to send an email inviting Network Subscribers to subscribe to updates directly from Client in the last ten (10) days of Client’s subscription term. Network Subscribers that do not engage with Client directly will not be included in any subscriber list provided to Client upon conclusion of Client’s subscription.

**GovQA/Open Cities/Other Data Metered Products.** Certain Granicus Products like GovQA and Open Cities provide a specific allotment of data storage as part of the annual subscription, as set forth on the Order or Quote document. Should data usage exceed the allotment purchased during the designated

term, Client will be responsible for the fees associated with any data overage at the same price per unit as the initial data allotment. Data allotments reset at the commencement of each annual subscription term, and unused data cannot roll-over into subsequent subscription periods.

#### **SMS and Shortcodes.**

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