

Terms of Use:

SOFTWARE SERVICE PRIVACY RIGHTS ACKNOWLEDGMENT

GMIS ("Provider") is providing you with this Privacy Rights Acknowledgment to explain what personal data is collected from you and how that data is used in connection with its provision of the "GMIS Data Dive" service (the "Software Service"), and inform you of rights that you have relating to such data.

Description of Software Service and Data Protection

The Software Service is supplied to Provider by Dynamic Benchmarking, LLC, a New Hampshire limited liability company ("DB"), and made available to you by Provider in order to collect certain information and provide an interactive benchmarking platform that will provide you and other users with access to dynamic reporting and personalized results. The information that you provide to the Software Service will be collected, encrypted, and processed by DB, and made available only to Provider and other users of the Software Service. The Provider will have access to any information you provide to the Software Service. Nonpublic information that you provide to the Software Service may be made available to other users in order to compare performance within the Provider's network against other users on an anonymous basis. None of the information you provide to the Software Service will be used for profiling or third-party marketing.

Type of data or information collected

The Software Service will require you to provide your user name and email address, and such other data relating to your performance within the Provider's network as may be directed by Provider.

Access to Personal Data

Any personal data you provide to the Software Service is accessible on an individualized basis only to you, Provider and DB, and used solely for the purpose of providing the Software Service. You may access any of your personal data at any time through the Software Service. If at any time you do not have access to the Software Service you may contact Provider to obtain a complete copy of your data and information, which will be provided free of charge in a structured, commonly used and machine-readable form, and to request that the Provider transmit such data to any third party.

Transfer Risks

If you access the Software Service from outside of the United States, information that you provide will be transmitted internationally (via encryption). When data moves across borders it may increase the risk of your ability to exercise applicable data protection rights to protect your information from unlawful use or disclosure. Your information will be encrypted and every commercially reasonable effort is used to secure such data. Nevertheless, there can be no guarantee that it will not be intercepted. You will be notified within seventy-two hours after the Provider becomes aware of any data breach that is likely to result in a risk to your rights and individual freedoms.

Changes

You may retrieve, edit and/or remove any personal data you provide to the Software Service at any time. However, removal of any of your information may limit the ability for you to fully utilize the Software Service. You may request that the processing of your personal data be suppressed in the event any corrections to your personal data need to be made.

Data retention

Any personal data you provide to the Software Service will be retained as long as the Software Service is made available by Provider. You have the right to have your personal data deleted, and to cause the Provider to cease any further dissemination of your personal data promptly upon your request to Provider. You are entitled to lodge a complaint with a supervisory authority in the event that you consider that the processing of your personal data infringes the General Data Protection Regulation.

TERMS OF USE Regarding GMIS Data Dive - Performance Benchmarking Service

GMIS (“Provider”) makes available the “**GMIS Data Dive**” service (the “Software Service”) for use by Provider, its members, and their respective users. Your use of the Software Service will be governed by these Terms of Use (the “Software Service Terms of Use”). You will also be subject to Provider’s General Terms of Use and Privacy Policy (collectively, the “Provider’s Terms of Use”) located at www.gmis.org/ams/legal-privacy.htm, as well as the terms and conditions of the Software Service Privacy Rights Acknowledgment, which are incorporated herein by reference.

Provider reserves the right to revise these Software Service Terms of Use or the Provider’s Terms of Use, in its sole discretion, for any reason that does not impact your rights with respect to your personal data, at any time, and will notify you accordingly. Any such revised terms will take effect the date that you are notified. Your continued use of the Software Service shall be deemed to be your acceptance of any such modified terms. Please review these Software Service Terms of Use and the Provider’s Terms of Use on a regular basis. In no event will any changes to the Software Service Terms of Use or the Provider’s Terms of Use that may impact your personal data rights apply to your use of the Software Service until you have affirmatively accepted such revised terms.

As the supplier of the Software Service to Provider for your benefit, Dynamic Benchmarking, LLC, a New Hampshire limited liability company (“DB”), shall be considered a third-party beneficiary of (a) these Software Service Terms of Use, and (b) the Provider’s Terms of Use as they may pertain to the use of the Software Service.

If you need assistance with the Software Service, or if you have any questions regarding these Software Service Terms of Use or the Provider’s Terms of Use, then please contact headquarters@gmis.org.

1. Use. The Software Service is protected by copyright, trade secret, and other intellectual property laws. You are hereby only granted the right to use the Software Service and any Software Service manuals, release notes, or other related materials, and revisions thereto, in printed or electronic form, that may be provided by Provider (the “Documentation”), and you shall not obtain any rights of ownership in the Software Service and any Documentation. As long as you meet any applicable payment obligations and comply with these Software Service Terms of Use and the Provider’s Terms of Use, Provider hereby grants to you a limited, nonexclusive, nontransferable right to use the Software Service and any Documentation in accordance with these Software Service Terms of Use. All rights in and to the Software Service and any Documentation not specifically granted to you under these Software Service Terms of Use are hereby reserved. The Software Service may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve and enhance the features and performance of the Software Service. You agree to receive these updates automatically as part of the Software Service.

2. Access to the Software Service and Users. You will be granted access to the Software Service by following the procedures established by Provider in its sole discretion from time to time. You may be able to designate such number of user(s) of the Software Service as approved by Provider in its sole discretion, with certain user type accounts (e.g., administrator, regular and read-only) as made available by Provider from time to time. You shall take all commercially reasonable steps to ensure that (a) only you and your user(s) will have access to the Software Service, and (b) no persons, whether or not authorized to have access to the Software Service, shall take any action in violation of these Software Service Terms of Use or the Provider’s Terms of Use. You are responsible for securely managing your passwords for access to the Software Service. If you become aware of any unauthorized access to the Software Service, then you agree to contact Provider as soon as possible. You acknowledge that DB may monitor the access of the Software Service by you and collect data and information on your use of the Software Service. By using the Software Service, you shall be bound by these Software Service Terms of Use and the Provider’s Terms of Use. Your user(s) shall be considered your agent(s), and you shall be responsible for any breach by your agent(s) of these Software Service Terms of Use or the Provider’s Terms of Use.

3. Information and Data. Unless a user is a “read-only” user, you represent that your user(s) is (are) authorized to supply and view the data and information required to be input into, or provided by, the Software Service. If a user is a “read-only” user, then you represent that your user(s) is (are) authorized to view the data required to be input into, or

provided by, the Software Service. You agree to make commercially reasonable efforts to ensure that any data or information input into the Service on your behalf is accurate, truthful and not misleading. You will not be able to view and access comparative data and information for an available measuring period until you have input your data and information for such measuring period. Data and information provided to you by the Software Service is intended for your internal use and benefit only, and you shall not share, transfer, sell or otherwise distribute to another potential user of the Software Service such data and information or any reports generated by the Software Service in a manner that would negate the need for such potential user to otherwise subscribe to the Software Service for the purpose of obtaining such data, information or reports. Neither Provider nor DB will obtain any right or title to any individual data or information input into the Software Service by you. You will retain the right and title to your individual data or information input into the Software Service. You acknowledge and agree that Provider will have the right to share, transfer, sell and otherwise distribute data and information input into the Software Service.

4. Ownership. You shall not contest any right or title in or to Software Service or any Documentation, including any modifications thereto. As the supplier of the Software Service to Provider, DB may use your feedback, suggestions, or ideas in any way, including, in future modifications of the Software Service and other products or services. You hereby grant DB a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use any such feedback, suggestions or ideas.

5. Termination of Software Service. Either you or Provider may terminate use of the Software Service at any time for any reason or no reason. Without limiting the generality of the foregoing, Provider may terminate your use of the Software Service without notice if (a) you or your user(s) intentionally input into the Software Service false or misleading data or information, or (b) you or your user(s) use any of the data or information provided by the Software Service in violation of any law, rule or regulation. In addition, your use of the Software Service will automatically terminate upon the voluntary or involuntary termination of your membership with Provider.

6. Trademarks, etc. You shall not alter or remove any copyright, trade secret, patent, trademark, proprietary and/or other legal notices for the benefit of Provider or DB.

7. Other Prohibitions. You shall not (i) use the Software Service in a manner that violates any applicable law, rule or regulation, these Software Service Terms of Use or the Provider's Terms of Use, (ii) provide access to or give any part of the Software Service to any third party other than your user(s); (iii) reproduce, duplicate, copy, deconstruct, sell, trade or resell the Software Service; or (iv) attempt to create a derivative work based on the Software Service or any Documentation.

8. Internet and Third-Party Software. Use of the Software Service and some of its features require that you have access to the internet and that you use certain third-party software (e.g., web browser, Microsoft PowerPoint (or viewer), Microsoft Excel (or viewer), Adobe Acrobat Reader, etc.). Neither Provider nor DB shall be responsible for providing you or your user(s) with access to the internet or any such third-party software.

9. Content.

9.1. User Responsibility. You shall be legally responsible for all information, data, text, logos, software, music, sound, photographs, graphics, video, messages or other materials ("Content") uploaded, posted or stored through your use of the Software Service. You hereby grant Provider and DB a worldwide, royalty-free, non-exclusive license to host and use the Content in order to provide you with the Software Service. You shall not use the Software Service or any Content for any illegal purpose or in violation of any applicable local, state, federal or international law. You shall not use the Software Service to share, store, or in any way distribute financial or other data or information that is not in accordance with any applicable local, state, federal or international law. You shall not use the Software Service to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following as the case may be:

9.1.1. illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable data, information or communications of any kind, including, without limitation, conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;

9.1.2. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);

9.1.3. advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;

9.1.4. virus, Trojan horse, worm or other disruptive or harmful software or data; and

9.1.5. any Content which does not belong to you and may be protected by copyright or other proprietary right, or derivative works, without permission from the copyright owner or intellectual property rights owner.

9.2. Provider and DB Responsibility. Neither Provider nor DB shall be responsible for, support, or shall be responsible for the accuracy of, any Content submitted by any user of the Software Service other than Provider.

9.3. Monitoring of Content. You acknowledge and agree that either Provider or DB (a) may, but has no obligation to, monitor Content, and (b) may disclose any Content necessary or appropriate to satisfy such part's legal obligations, to protect such party or its customers or members, or to operate the Software Service properly. Each of Provider and DB, each in its sole discretion, may refuse to post or remove any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of these Software Service Terms of Use.

10. DISCLAIMER OF WARRANTIES.

10.1. YOUR USE OF EACH OF THE SOFTWARE SERVICE, ANY DOCUMENTATION AND ANY CONTENT OR INFORMATION PROVIDED BY THE SOFTWARE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE SOFTWARE SERVICE AND ANY DOCUMENTATION IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF PROVIDER AND DB, THEIR RESPECTIVE AFFILIATES, AND RESPECTIVE THIRD PARTY SERVICE OR DATA PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY REFERRED TO AS, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY WITH RESPECT TO EACH OF THE SOFTWARE SERVICE, ANY DOCUMENTATION AND ANY CONTENT OR INFORMATION PROVIDED BY THE SOFTWARE SERVICE REGARDING BEING FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SOFTWARE SERVICE. EACH OF PROVIDER AND DB AND THEIR RESPECTIVE AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE SERVICE IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, THEN ANY IMPLIED WARRANTIES ARE LIMITED TO 30 DAYS FROM THE DATE OF YOUR FIRST USE OF THE SOFTWARE SERVICE.

10.2. EACH OF PROVIDER AND DB AND THEIR RESPECTIVE AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SOFTWARE SERVICE WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. THIS DISCLAIMER APPLIES TO, BUT IS NOT LIMITED TO, THE GENERAL DATA PROTECTION REGULATION, THE SHERMAN ANTITRUST ACT, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER APPLICABLE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE USE OF THE SOFTWARE SERVICE IS IN ACCORDANCE WITH APPLICABLE LAW.

11. LIMITATION OF LIABILITY AND INDEMNITY.

11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF PROVIDER, DB AND THEIR RESPECTIVE AFFILIATES AND SUPPLIERS FOR ALL MATTERS OR CLAIMS RELATING TO THESE SOFTWARE SERVICE TERMS OF USE SHALL BE LIMITED TO THE AMOUNT, IF ANY, YOU PAID FOR THE SOFTWARE SERVICE DURING THE MONTH IN WHICH SUCH CLAIM OCCURRED. SUBJECT TO APPLICABLE LAW, PROVIDER, DB AND THEIR RESPECTIVE AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE. THE ABOVE LIMITATIONS APPLY EVEN IF ANY OF PROVIDER, DB OR THEIR RESPECTIVE AFFILIATES OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE SOFTWARE SERVICE TERMS OF USE SET FORTH THE ENTIRE LIABILITY OF PROVIDER, DB, AND THEIR RESPECTIVE AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE SERVICE AND ITS USE.

11.2. You agree to indemnify and hold each of Provider, DB and their respective affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of (a) your, or your user(s)', use of the Software Service, or (b) your, or your user(s)' breach of these Software Service Terms of Use (collectively referred to as "Claims"). Each of Provider and DB reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any third-party Claim. You shall cooperate as reasonably requested by Provider or DB, as the case may be, in the defense of any third-party Claim.

12. Trademarks. You agree that you will not contest (a) DB's rights in the trademarks Dynamic Benchmarking® or Stack-up™ or any related logos (collectively, the "DB Marks"), or (b) Provider's rights in the trademarks with respect to the name of Provider, Provider's name of the Software Service, if any, or any related logos (collectively, the "Provider Marks") nor will you or your user(s) adopt or use any marks or logos confusingly similar to the DB Marks or the Provider Marks.

13. Export. You acknowledge that the Content, including, without limitation, any technical information provided through use of the Software Service, and the international transmission of data or information you or your user(s) input into the Software Service may be subject to U.S. or foreign export laws and regulations and any use or transfer thereof must be authorized under such laws. You are solely responsible for compliance with such laws. You shall not use, distribute, transfer, or transmit Content that may be subject to such export laws and regulations (even if then incorporated in other software) other than in compliance with all applicable laws and regulations.

14. Miscellaneous.

14.1. Entire Agreement. These Software Service Terms and Conditions contain the entire agreement between you, Provider and DB with respect to the Software Service and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. To the extent there is any conflict between any of the terms of these Software Service Terms of Use and the Provider's Terms of Use, the terms providing the greater benefit to Provider or DB, as the case may be, as determined by Provider or DB, as the case may be, in its sole discretion, shall govern and control.

14.2. Governing Law; Jurisdiction.

14.2.1. These Software Service Terms of Use shall be governed by and construed in accordance with the laws of the State of New Hampshire, without reference to its conflict of laws principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded.

14.2.2. In the event of any action for enforcement of or breach of these Software Service Terms of Use, the Federal and State courts of the State of New Hampshire shall have exclusive jurisdiction over the enforcement of these Software Service Terms of Use, and you specifically consent to, and agree that you are subject to, the jurisdiction of such courts.

14.2.3. You waive any right to trial by jury.

14.3. Assignment. These Software Service Terms of Use and use of the Software Service is not assignable, in whole or in part, by you without the prior written consent of Provider in each instance. Any attempt by you to assign such, by operation of law or otherwise, without such consent shall be void and shall constitute a breach of these Software Service Terms of Use. Notwithstanding the foregoing, you may assign these Software Service Terms of Use and use of the Software Service to a purchaser or other acquiror of all or substantially all of your assets; provided, that (a) such purchaser or acquiror may not be a competitor of Provider or DB, and (b) within thirty (30) days following such assignment, said purchaser or acquiror must provide Provider with written notice of such permitted assignment and a written undertaking to be bound by and perform all of your obligations under these Software Service Terms of Use. These Software Service Terms of Use are binding on and for the benefit of you and your permitted successors and assigns, as well as Provider, DB and their respective successors and assigns.

14.4. Enforceability. Each provision of these Software Service Terms of Use shall be valid and enforced to the fullest extent permitted by law. If there is any conflict between any provision of these Software Service Terms of Use and any statute, law, ordinance, order, rule, or regulation, the latter shall prevail; provided, that any such conflicting provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements and the remainder of these Software Service Terms of Use shall not be affected thereby.

14.5. Waiver. The failure of any party to enforce any term or condition of these Software Service Terms of Use shall not constitute a waiver of such party's right to enforce such term or condition or any other term or condition of these Software Service Terms of Use, unless waived in writing.

14.6. Force Majeure. Neither Provider, DB nor you will be liable for any failure to perform any of such party's obligations under these Software Service Terms of Use (excluding, however, a party's payment obligations) due to any causes beyond such party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, accident, and strikes. In the event of any such cause, the affected party's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

14.7. Interpretation. Section headings are inserted for convenience of reference only and shall not affect the construction of these Software Service Terms of Use. The singular number shall include the plural, and vice versa. Any use of the word "including" will be interpreted to mean "including, but not limited to," unless otherwise indicated. References to any individual or entity (including the parties and any other entities referred to) shall be construed to mean such individual or entity and its successors in interest and permitted assigns, as applicable.

Dynamic Benchmarking Cookie Policy

What Are Cookies

As is common practice with almost all professional websites, the Dynamic Benchmarking (DB) platform sites use cookies. These are small files that are downloaded to your computer to improve your experience. This page describes what information they gather, how we use the information and why we sometimes need to store these cookies. For more general information on cookies, look on Wikipedia for an article on Cookies.

How DB Uses Cookies

- **Login related cookies:** DB uses these cookies for remembering your login while you are navigating on the platform. Without these cookies, you would have to log in on every page refresh or new page you visit on the platform. Login related cookies are cleared when you log out to ensure that you can only access features, areas and data while logged in.
- **Browser and Session State related cookies:** DB uses these cookies to temporarily remember certain settings and filters you have applied while using the platform. These are necessary for carrying these settings over from one page in this site to another. They never contain information beyond what is necessary to manage your experience while using the DB platform.

Third Party Cookies

DB does not require third party cookies for performing any of the core website functions. In some cases, if a third party application is requested by the platform sponsoring organization, additional cookies may be stored. Examples are as follows:

- Google Analytics, one of the most widespread and trusted analytics solution on the web, may be used to help understand site usage and ways to improve your experience. These cookies may track things such as how long you spend on the site and pages that you visit for the purposes of producing engaging content. For more information, see the official Google Analytics page.
- External help desk or chat applications are another example that may use cookies in order for the service to operate. These cookies may track things such as how long you spend on the site and pages that you visit for the purposes of producing engaging content or providing support.

Disabling Cookies

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Be aware that disabling cookies will disable your ability to log in and use the DB platform as well as many other websites you visit. You can choose whether to enable or disable third party cookies but understand that you may experience some reduced capabilities.

More Information

Hopefully that has clarified things for you. If there is something that you aren't sure whether you need or not, it's usually safer to leave cookies enabled in case it does interact with one of the features you use on the DB site or any other website.

While it may seem counter intuitive, it should be noted that enabling "first party" cookies provides a safer browsing experience than disabling cookies.