

## Service Provider Agreement

This Service Provider Agreement is made as of April 23, 2022 by and between:

ALVORD UNIFIED SCHOOL DISTRICT, 9 KPC PARKWAY, CORONA, CA 92879 (“your organization”, “you” or “your” as the context may require) and,

Bridging Insight Ltd, a limited company registered at Floor 6, Quadrant House, 4 Thomas More Square, London E1W 1YW, United Kingdom (“Bridging Insight Ltd”, “Spidergap”, “we”, “our” or “us” as the context may require).

### About Spidergap

Spidergap is an online Software-as-a-Service (“SAAS”) solution for 360° Feedback. Spidergap provides tools, guidance and support to help your organization with running successful 360° Feedback assessments.

Spidergap® is a registered trademark of Bridging Insight Ltd, a limited company registered in England and Wales. You can find [useful detail for vendor registration forms here](#).

For simplicity, when we refer to Spidergap we mean both Spidergap, the 360° Feedback tool, and Bridging Insight Ltd, the company.

### Terms of Use

This Agreement contains our complete set of terms and conditions that govern your access and use of the Services, explain our obligations as a service provider and specify your obligations as a Spidergap user.

#### 1. Definitions

<b>"Access Fee"</b>	means the fee (excluding any taxes and duties) payable by You in accordance with the fee structure and schedule set out on the Website.
<b>"Agreement"</b>	means this Service Provider Agreement.
<b>"Confidential Information"</b>	includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorized disclosure by the other party.
<b>"Data"</b>	means any data inputted by You or with Your authority into the Website. This includes data inputted by participants that

	you have access to via your Spidergap Organizations and Projects.
<b>"Data Controller"</b>	is the entity that determines the purposes and means of processing personal data, with the associated responsibilities defined in applicable data protection laws.
<b>"Data Processor"</b>	is the entity is responsible for processing personal data on behalf of a Data Controller.
<b>"Free Trial"</b>	means access to use Spidergap without first providing an Access Fee.
<b>"Intellectual Property Rights"</b>	means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
<b>"Participant"</b>	means a person from whom you are collecting data, or with whom you are sharing data, within your Project or Spidergap Organization (though not through giving them administrator access). For example, this includes people who are providing feedback, and people who are receiving feedback.
<b>"Project"</b>	means a specific online project created within the Service. All Projects exist within a Spidergap Organization.
<b>"Service" or "Services"</b>	means the online services made available (as may be changed or updated from time to time by Spidergap) via the Website.
<b>"Spidergap"</b>	means Spidergap®, which is a registered trademark of Bridging Insight Ltd. Bridging Insight Ltd is a limited company registered in England and Wales, company no: 07257519. However, for simplicity on this Website, when we refer to Spidergap we mean both Spidergap, the online tool for 360° Feedback, and Bridging Insight Ltd, the company.
<b>"Spidergap Organization"</b>	means an "organization" within the Service that typically represents an actual organization and groups together Projects, Participants and other relevant Data such as billing information.

<b>"Subscription"</b>	means a subscription where you pay a fee at the start of each Subscription Period in use the Service during that period.
<b>"Subscription Period"</b>	means a period for which you have access to the Service in return for the Access Fees being paid in advance of that period. This period is typically 12 months.
<b>"Website"</b>	means the Internet site at the domain www.spidergap.com or any of its sub-domains.
<b>"you" or "your"</b>	Means your organization and also refers to any person accessing the Services by any method on behalf of your organization.

## 2. User Data

### 2.1. You retain ownership of User Data

You retain ownership and all Intellectual Property Rights for User Data, Confidential Information, and Intellectual Property Rights. You grant Spidergap a worldwide, royalty-free license to use and share User Data in the ways detailed in the Spidergap *Privacy Policy* set forth under **Exhibit A** attached hereto.

### 2.2. Privacy

Spidergap's *Privacy Policy* details how we will treat your Data, and we agree to adhere to this policy. You agree to Spidergap using your data as detailed in the *Privacy Policy*, and to meet your responsibilities as Data Controller for personal data you collect.

### 2.3. Confidentiality

Spidergap will treat any information you provide as Confidential Information without any time limit. Spidergap will not pass the information on to third parties or use the information for any purpose other than performing their duties under this agreement.

However, information will not be regarded as Confidential Information if it:

- a. is or becomes public knowledge other than by a breach of this clause;
- b. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- c. was lawfully known by Spidergap before we received it from you;
- d. is independently developed by Spidergap without reference to the Confidential Information.
- e. The above exclusions do not affect personally identifiable information, which is instead covered by our Privacy Policy.

Spidergap will notify You within 24 hours of becoming aware of any potential unauthorized use or disclosure of Confidential Information.

Upon your written request, Spidergap shall confirm that Confidential Information and any copies of it in whatever form have been destroyed.

#### **2.4. Security**

Spidergap will follow and maintain environment, safety and facility procedures, data security procedures and other safeguards to prevent the destruction, corruption, loss or alteration of Your Data, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties. These procedures will be no less rigorous than industry best practices including ISO27001. Spidergap has taken — and will continue to take — appropriate technical and organizational measures, and regularly tests, assesses and evaluates the effectiveness of these.

This is further detailed in our *Privacy Policy* and our security measures are summarized in our *Security Statement*, attached hereto under **Exhibit A** and **Exhibit B**, respectively.

#### **2.5. Location of data processing**

Spidergap servers will be based in the UK and the European Economic Area.

Spidergap has a global team of employees and contractors. Any Spidergap team member accessing or processing your data will have a direct contract and/or confidentiality agreement with Spidergap to protect your data in line with these Terms. These direct contracts and confidentiality agreements include GDPR standard contractual clauses.

Spidergap may use third-party service providers, including providers outside of the European Economic Area. All service providers have been reviewed to ensure they will also protect your data in line with these Terms, and will be subsequently reviewed on a regular basis to ensure they continue to meet our requirements.

By agreeing to these Terms you agree that we can transfer Personal Data outside of the European Economic Area in this way, without additional advance notification.

#### **2.6. Backup and restoration**

Spidergap will regularly and frequently back up your Data to one or more geographically-dispersed locations. These backups typically ensure that no more than an hour of Data can be lost even in the event of a disaster.

Spidergap will regularly test backups and disaster recovery procedures to ensure that access to systems and Data can be restored in a timely manner.

## **2.7. Compliance and auditing**

Spidergap will support you in performing reviews, inspections and audits of how we process your data where required by — and to the extent required by — data protection legislation such as the General Data Protection Regulation (GDPR).

As Spidergap is a remote-company with employees based world-wide, it is not possible to perform an onsite audit. We will provide reasonable access to systems, documentation and other materials requested where they are needed to demonstrate our compliance and do not compromise the data protection of other customers. Where possible, we will demonstrate our compliance through industry-accepted certification, such as ISO27001 certification for the security measures we take.

To support this, you agree that:

- a. You will discuss and agree with Spidergap on the reasonable start date, scope and duration of the inspection and audit.
- b. Spidergap may charge a fee for supporting the audit which Spidergap will share in advance. This fee will be based on reasonable costs and is necessary given Spidergap's highly competitive pricing model and large number of customers. The fee may be subsidized or waived entirely at Spidergap's discretion.
- c. You will not share any information gathered from the review, inspection or audit — which shall be considered as Confidential Information — unless the information has been publicly shared by Spidergap.
- d. You will not inspect or audit Spidergap more than once every 12 months unless exceptional circumstances apply (such as a security breach, sector wide issue or regulatory investigation).
- e. You will not use a 3rd party auditor that, in Spidergap's reasonable opinion, is not suitably qualified or independent, a competitor of Spidergap, or in some other way unsuitable. In these circumstances you can appoint a different auditor or conduct the audit yourself.

## **2.8. Data protection impact assessments**

Spidergap will assist you in performing a data protection impact assessment where required to by data protection legislation such as GDPR. This can typically be achieved by reviewing this Agreement, our *Privacy Policy* and *Security Statement*.

## **2.9. Further supporting your compliance**

Spidergap will notify you immediately if we become aware that You are asking us to perform any activity that would infringe GDPR or other data protection laws.

## **3. Spidergap IP**

### **3.1. Spidergap IP**

Spidergap retains ownership and all Intellectual Property Rights in the Service, Website and all associated content except Your Data. You may only use Spidergap trademarks and brand materials with separate written consent.

## **4. Your responsibilities and acceptable use**

### **4.1. Your responsibilities**

You must use the Services in compliance with, and only as permitted by, applicable law. You are responsible for Your conduct, Data and communications while using the Service. Spidergap is not responsible for any actions you take with your Data, including sharing it publicly.

You are responsible for Data associated with Spidergap Organizations and Projects you have access to, to the extent that your access to those Spidergap Organizations and Projects permits. Please refer to Your responsibilities as a Data Controller within our *Privacy Policy*.

### **4.2. You accept joint responsibility for shared Data**

You may grant full or limited access to other users to access your Spidergap Organizations and Projects, and may be granted access to Spidergap Organizations and Projects by other users. You accept joint responsibility for any Spidergap Organization and Project that you share access to with others users, unless you have written agreements with the other parties that clarify who is responsible.

Your access may be revoked by other users with sufficient privileges to your Spidergap Organization or Project at any time. You can also revoke your own access to a Spidergap Organization or Project. After your access is revoked, you remain responsible for any actions taken or Data collected during the period that you had access, and for any actions or Data collected by users who you have granted access, unless you have written agreements with the other parties to transfer this responsibility.

### **4.3. Securing access to your account**

You are responsible for securely managing access to your account, Spidergap Organizations and Projects.

This should include, but is not limited to:

- Only using unique, strong passwords that are not shared with any other party
- Creating unique accounts for each user that has access
- Removing the access of other users who may pose a security risk. For example, this could include a colleague who is leaving your organization.

You must immediately notify Spidergap of any unauthorized use of your password or any other breach of security you become aware of.

### **4.4. Acceptable use**

You agree that:

- a. You may not impersonate another person or their email address to misrepresent yourself when creating or updating your account, or in communications sent using the Service or in correspondence with the Spidergap team

- b. You may not circumvent or attempt to circumvent any limitations imposed on your account
- c. You may not send abusive communications through our Service or in correspondence with the Spidergap team
- d. You may not use Spidergap to send spam
- e. You may not attempt to test or breach the security of the Service without written permission from Spidergap
- f. You may not attempt to reverse engineer any part of the Service
- g. You may not knowingly use Spidergap excessively such that it affects the quality of service provided for other users
- h. You may not use Spidergap to provide research for or benefit a competitive product or service
- i. You may not use Spidergap for any unlawful activity.

## **5. Your Free Trial**

### **5.1. Free Trials**

Spidergap may offer a Free Trial that grants you limited usage of the Service at no cost.

### **5.2. Limited to one Free Trial per organization**

Spidergap offers the Free Trial in good faith and limits the Free Trial offer to one user per organization. You may contact our support team to discuss extending the Free Trial if you have legitimate reasons to do so.

### **5.3. Right to retract**

Spidergap reserves the right to retract or suspend a Free Trial at any time.

## **6. Fees and payment**

### **6.1. Payment of fees**

You agree to pay Spidergap any Access Fees for any Services you purchase or use in accordance with the pricing and payments terms presented to you for that Service. Fees paid are non-refundable except where provided in this Agreement or required by law.

### **6.2. Subscriptions**

If you purchase a Subscription for a Service, the Subscription will automatically renew at the end of the Subscription Period. We will attempt to notify you ahead of the renewal date to avoid surprises. You can cancel the automatic renewal at any time, in which case the Subscription will continue until the end of the Subscription Period and then terminate.

### **6.3. Taxes**

You are responsible for payment of all taxes and duties relevant to your country. Where Spidergap is required by law to collect or pay taxes, these will be invoiced to you. If you are required by law to withhold any taxes, you must provide Spidergap with tax receipts or other documentation that clearly supports such payments.

#### **6.4. Price Changes**

Spidergap may change the pricing for its Services at any time. Any pricing change will only affect a Subscription at the time of renewal. Spidergap will notify you in advance of any price changes, providing reasonable opportunity to cancel a Subscription.

#### **6.5. Discounts and preferential pricing**

Spidergap may offer discounts or preferential pricing to partner organizations, charities, academic institutions and any other customer. Spidergap reserves the right to retract any discount or preferential pricing for invoices that have passed their due date without payment, and from future fees that have not yet been invoiced.

### **7. Termination of Service**

#### **7.1. You may terminate your access at any time**

You can choose to terminate your use of the Service at any time. This is achieved by opting out of the Subscription auto-renewal (if applicable) and optionally contacting our support team to request for your Account to be deleted.

#### **7.2. Spidergap may terminate your access**

Spidergap may terminate your access to the Service for any reason by giving 90 days advance notice and a pro rata refund for any unused pre-paid access to the Service.

Spidergap may suspend or terminate your access immediately if:

- a. You breach this Agreement and do not remedy the breach within fourteen (14) days of receiving written notification;
- b. You breach this Agreement and the breach cannot be remedied;
- c. You do not make payment for an invoice within 30 days of the due date; or
- d. You cease your business operations or become subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

We will make commercially reasonable efforts to contact you and remedy the situation in advance of suspending or terminating your Account.

#### **7.3. Refunds**

You will not be entitled to a refund unless we are in breach of this Agreement and have failed to remedy it for 30 days after you notified us in writing; or where a refund is required by law. Any refund will be calculated on a pro rata basis.

#### **7.4. Outstanding payments**

You will remain liable for any outstanding payments due before or after the termination for Services that have already been used.



### **7.5. Inactive Accounts**

Spidergap may terminate and delete your Account including any associated User Data if no payment or activity has been seen for over 12 months. Spidergap will attempt to contact you before deleting any Account so that you may login and in doing so prevent the deletion.

### **7.6. Survival of Terms**

Sections 1, 2, 3, 6, 7, 8, 9 and 11 will survive the termination of this Agreement.

## **8. Liability**

### **8.1. Extent of Liability**

Except for indemnification obligations of the Indemnifying Party, damages resulting from any breach of confidentiality, User Data security breach incident, personal injury, property damage, fraud, willful or intentional misconduct or gross negligence, in no event will either party be liable for any special, indirect, punitive, exemplary or consequential damages in connection with or arising out of this Agreement, regardless of the form of action or basis of the claim and whether or not a party has been advised of the possibility of such damages and even if any right or remedy does or is alleged to fail of its essential purpose.

### **8.2 Mutual Indemnity for Third Party Claims**

Each party (an "Indemnifying Party") agrees to defend and/or handle at its own cost and expense any third party claim, action and/or proceedings against the other party, its affiliates or its or their employees, directors, officers, financial, legal, accounting and other advisors and agents (each, an "Indemnified Party"), based upon or arising out of any inaccuracy in or breach of the Indemnifying Party's representations, warranties and covenants contained in this Agreement, any statement of work, quote or order form executed hereunder, or the Indemnifying Party's failure to comply with any covenants or obligations contained in this Agreement or any statement of work, quote or order form executed hereunder ("Claim") and further agrees to indemnify and hold the Indemnified Party harmless from and against any and all liabilities, losses, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings, or investigations, assessments, levies, fines, penalties, damages, costs and expenses, including reasonable attorneys', accountants', investigators', and experts' fees and expenses, sustained or incurred in connection with the defense or investigation of any Claim. The Indemnified Party shall, to the extent not prohibited by applicable law, promptly notify the Indemnifying Party in writing of any Claim and the Indemnified Party shall provide reasonable assistance, at the Indemnifying Party's expense, in the handling and defense of any Claim. A delay in giving or failure to give this notice will not relieve the Indemnifying Party of its obligations under this Section 8, except and only to the extent that the Indemnifying Party establishes that it was prejudiced by such delay or failure. The Indemnifying Party shall have the sole right to control the defense of any Claim and all negotiations for its settlement or compromise. Notwithstanding the foregoing, no settlement or compromise that creates or establishes liability or imposes obligations upon any Indemnified Party, or that does not contain a complete waiver and release of all related claims and liability, shall be entered into or agreed to by the Indemnifying Party, without the Indemnified Party's prior written approval. The Indemnified

Party has the right, at its own expense, to retain counsel of its own choosing and participate in the defense of any such Claim in order to protect its own interests.

### **8.3 Additional Spidergap Indemnity Obligations**

Our obligation to handle, defend and indemnify you and your Indemnified Parties, includes, without limiting the generality of Section 8.2, any Claim for or arising out of our breach of this Agreement or our performance of Services or our delivery of any Deliverable under this Agreement, including actual or alleged infringement of Intellectual Property Rights of any third party (including, but not limited to, misappropriation of trade secrets, publicity rights infringement, libel, slander or defamation, piracy, plagiarism or invasion of privacy), in each case based on or in connection with any Deliverables, information, materials and/or Services or your use of Services. We agree to give you prompt written notice of any threat, warning or notice of any Claim or potential Claim as to which we become aware that could have an adverse impact on you or your use or possession of any Deliverables, information, materials and/or Services that are the subject of a Claim.

### **8.4 Your Additional Indemnity Obligations**

Your obligation to handle, defend and indemnify us and our Indemnified Parties, includes, without limiting the generality of Section 8.2, any Claim for or arising out of your breach of this Agreement or your use of the Services under this Agreement, including actual or alleged infringement of Intellectual Property Rights or any other similar right of any third party (including, but not limited to, misappropriation of trade secrets, publicity rights infringement, libel, slander or defamation, piracy, plagiarism or invasion of privacy), in each case based on or in connection with any use of any libelous or unlawful material contained within Data. You agree to give us prompt written notice of any threat, warning or notice of any Claim or potential Claim as to which you become aware that could have an adverse impact on us, the Service or Spidergap that are the subject of a Claim.

### **8.5. Business use**

You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

## **9. Contracting Entity**

### **9.1. Contracting entity**

You are contracting with Bridging Insight Ltd. Bridging Insight Ltd is a limited company registered in England and Wales with the company registration number 07257519. Spidergap® is a registered trademark of Bridging Insight Ltd.

### **9.2. Governing Law**

This Agreement shall be governed by and construed in accordance with the law of England and Wales.

### **9.3 Jurisdiction**

Unless any alternative dispute resolution procedure is agreed between the parties, each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.

### **9.4 Waiver of Jury Trial**

EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

## **10. Amendments, Changes and Updates**

### **10.1. Changes to Terms**

Neither this Agreement nor any statement of work, quote or order form may be modified or amended by course of dealing, usage in trade or by any other means other than by written amendment, duly executed by both parties; provided, however, that Spidergap may update its *Privacy Policy* and *Security Statement* terms at any time with published changes to the legal page on the Website. If the change is considered material, at Spidergap's discretion, Spidergap will notify you by email or when you next login to your Account.

Changes to the *Privacy Policy* and *Security Statement* terms will become effective when published on the Website. By continuing to use the Service after such terms have become effective, you agree to be bound to such updated *Privacy Policy* and *Security Statement* terms.

### **10.2. Changes to Services**

Spidergap frequently updates and improves the Services (often multiple times per day or week) and may do so without providing you advance notification. Spidergap may also choose to stop providing a Service or a part of it, or to remove content from the Service, at any time.

We will attempt to notify you before any changes that will materially impact you, if practical under the circumstances. You can choose to terminate your use of the Service if unhappy with any change.

## **11. Other Terms**

### **11.1. Entire Agreement**

This Agreement, including any related statement of work, quote or order form, together with the Spidergap *Privacy Policy* and *Security Statement*, constitute the entire agreement and understanding between your organization and Spidergap, and supersede all prior agreements. Any other terms, conditions, or policies from any other agreements, such as purchase orders, written communications, or oral communications, are null and void.

### **11.2. No waiver**

If either party waives any breach of this Agreement, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

### **11.3. No assignment**

Neither party may assign or transfer (either expressly or by operation of law) this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement or all of its rights and obligations (i) upon prior written notice to the other party, to any entity that merges with the assigning party or that acquires all or substantially all of the assigning party's equity or assets, or (ii) to the assigning party's affiliate, provided, in any case, the non-assigning party has the option to terminate this Agreement immediately upon notice if the proposed assignment is to a competitor of the non-assigning party. Any attempted assignment in violation of this clause will be void and without effect and shall constitute a material breach of this Agreement.

### **11.4. Severability**

If any provision of this Agreement is determined to be invalid, unenforceable or in conflict with the law, that provision will be replaced with a provision which, as far as possible, accomplishes the original purpose of that provision, or else severed if this is not possible. The remainder of this Agreement will remain in full effect.

### **11.5. Third party beneficiaries**

This Agreement create no rights for third party beneficiaries.

### **11.6. Notices**

Any notice given under this Agreement by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Spidergap must be sent to support@spidergap.com or to any other email address notified by email to you by Spidergap. Notices to you will be sent to the email address associated with your Spidergap Account.

### **11.7 Compliance with Law**

Spidergap will comply with all applicable laws in conducting the Services. This includes but is not limited to laws relating to anti-bribery, anti-slavery and human trafficking.

### **11.8 Insurance**

During the Subscription Period(s) of this Agreement, Spidergap shall obtain and maintain in full force and effect, at its own cost and expense, commercially reasonable insurance in accordance with SAAS industry standards. Upon a written request, Spidergap shall provide your organization with a certificate of such insurance coverage.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have entered into this Agreement as of the Effective Date set forth above.

Agreed and Accepted:

**ALVORD UNIFIED SCHOOL DISTRICT**

By:

\_\_\_\_\_  
Authorized Signature

Name: Bob Presby, Ed.D.  
(Type or Print)

Title: Assistant Superintendent

Date: \_\_\_\_\_

Agreed and Accepted:

**Bridging Insight Ltd.**

By:

\_\_\_\_\_  
Authorized Signature

Name: Ryan Messner  
(Type or Print)

Title: Head of Sales

Date: \_\_\_\_\_

## Exhibit A

### Spidergap Privacy Policy

The privacy and protection of User Data is our top priority. This policy explains how we handle your personal data — including data you collect about others using Spidergap — and the steps we take to keep it secure.

Key points:

- **We will not share your personal data with any 3rd party for marketing purposes** or for any other purpose not detailed in this policy
- **You own the data associated with customizations you make to our templates.** This includes any updates you make to our standard questionnaire, emails and report templates.
- **You are the “data controller” for personal data you collect** in your 360° Feedback projects, and have responsibilities for protecting this data.
- **We follow best-practices to keep your personal data secure.** Our [Security Statement](#) covers this in more detail.
- **We store your data on servers located in the UK and the European Economic Area.**

Throughout this policy, we use the words “you” and “your” to refer to the organization that you’re working on behalf of. If you’re not working on behalf of an organization, then “you” and “your” refers to you personally.

#### 1. Who we collect data about

We collect data about:

- **Administrators.** Administrators are people that sign up to the Spidergap site in order to administer your organization’s account and 360° Feedback projects.
- **Participants.** Participants are people that you provide data for so that they can support the 360° Feedback assessments — perhaps by giving or receiving feedback.
- **Visitors.** Visitors are visitors to our website who have not yet identified themselves as an administrator or participant.

As someone reviewing these terms, it is likely that you will be an administrator. It is possible and common for an administrator to also be a participant.

#### 2. The types of data we collect

As data controller, we collect the following types of data directly from you:

- **Account and contact details.** This includes contact details and details about your organization and role. These details may be provided by you when you use our services, fill in a form on our website, or interact with our sales or customer support team.
- **Details about your planned usage.** We ask for information about your planned usage so that we can offer you the right guidance and support.
- **Account settings.** We allow you to configure settings for your account — for example, your communication preferences.
- **Project and organization data.** Spidergap lets you create and customize project and organization spaces in which you can set-up questionnaires, reports, branding and further customizations.
- **Administrator and participant feedback.** We may work with you to collect feedback about the 360° Feedback process in your organization, to help you and us to make improvements in future.
- **Billing details.** When you raise an invoice or make a payment, we will store the details you provide such as name, address and VAT number. However, we do not store or process credit card details — these are processed by a secure and PCI-accredited third party.
- **Support and sales conversations.** When you send us a question, feedback, or any other type of message we keep a record for future reference. We also keep a record of conversations we have through other channels, such as on the phone.
- **Other data you intentionally share.** We may collect further data you intentionally share with us — for example, a testimonial.

We also collect the following data indirectly:

- **Usage data.** We collect data about how you interact with Spidergap services, for example the pages you visit and actions you take.
- **Device data.** We record information about the device you are using, including the IP address, web browser and operating system.
- **Referral data.** When you visit Spidergap by clicking on a link outside of Spidergap, we collect data about where you came from.
- **Information from social media.** We may collect publicly available information from social media to expand our understanding of your role and how we can support you.
- **Data from other services.** If you choose to use a service that integrates with Spidergap, then we may collect additional data relating to that service.

As data processor, we support you in collecting:

- **Assessment data.** You act as data controller for the responses your participants provide when you ask them to complete feedback assessments.
- **Participant contact details.** You can provide the details of participants when sending invitations to provide feedback. You can (optionally) ask the person being assessed to choose who will provide feedback, and another participant to review and approve this list of feedback providers.
- **Work relationships between participants.** You can provide the details how different participants are related to each other — for example, to indicate that one participant is the line manager of another. When choosing, reviewing and approving the list of people to

provide feedback, the work relationship between the person being assessed and the people to give feedback may also be provided.

- **Participant demographic data.** You can also (optionally) provide demographic data about participants to help you manage your project and review trends. For example, you might choose to provide their department name and office location.

### 3. How we use the data we collect as 'data controller'

We use the data to:

- **Provide our services to you.** This includes providing technical support for which our site administrators may need to access your project or participant data.
- **Monitor, maintain and optimize our services.**
  - We monitor your data to see when things are going well, when you might need help, and when we can optimize our services.
  - This includes reviewing possible technical or legal issues; data that enables us to tailor our service such as your location or the response rates you are getting to feedback questionnaires; and other data that gives us insights to help us improve our services in future.
- **Contact you about your usage of our service or your account.**
  - We use the contact details you provide to share updates that will affect your account and use of Spidergap, and to support you in using your account effectively. For example, when you create a new account, you will receive welcome emails to help you get set-up. These emails are required as part of our service, and so cannot be opted out of unless you choose to cancel your account.
  - We may assign a Customer Success Manager to your account to help you get more value out of our services. As part of this role, your Customer Success Manager may review your data, and may share your data with you to help you better understand your usage.
- **Contact you for sales and marketing purposes.**
  - We may contact you for our own marketing purposes, such as to promote a new service we offer. We will only contact you if you have given explicit consent for this type of communication, and you can opt out at any time.
  - We may use your contact details to connect on social media platforms such as Twitter and LinkedIn. You can opt out of any request to connect via the platform being used.
- **Demonstrate the value we provide to 3rd parties**
  - We may share data to demonstrate the value we provide to 3rd parties
  - Unless we have your explicit consent, any data shared with 3rd parties will be aggregated or anonymized so that it cannot be linked back to a specific individual or organization.
- **Respond to legal requests.** If we receive a legal request for data, we may need to review the data so that we can plan how to respond.

### 4. Who we share the data we collect as 'data controller' with

We may share:



- **Your data with our service providers.**
  - We use third party services for areas such as infrastructure, payment and support. This helps us to provide a better and more secure service to customers.
  - When using third-parties, we ensure that there is an agreement in place that meets our standards and legal requirements for data protection.
  - We list the specific service providers that we use when storing or processing your participant data on our [“Subprocessors” page](#). We will notify you by email — providing at least 14 days warning — if we plan to give any new service providers access to your participant data in future.
- **Your email address with your organization.**
  - If your account uses an email address that can be associated with a specific organization, we may share your email address with others from that organization. This is to help your organization identify who in the organization currently has access to our services.
  - You can choose to use an alternative email address if you are not happy with your email address being shared.
- **Your email address with participants in your projects.** If we are contacted directly by a participant in one of your projects, we will typically provide your email address so that they can contact you directly for support.
- **Aggregated or anonymized data with third parties.** We may share this data to promote or help us improve our services. We will ensure that no individual or organization can be identified from the data shared.
- **A cookie with our advertising partners.**
  - Our websites may create a cookie that is stored by your web browser and helps our partners to deliver targeted advertisements to you about our services. This cookie will not include any data that would allow a third party to identify you or your organization.
  - You can opt out of targeted advertisements at <http://www.youronlinechoices.eu> if you're in the European Union, or at <http://preferences-mgr.truste.com/> for the rest of the world. You can also clear the cookies from your web browser at any time.
- **Your organization name and logo to help us to promote our services.** We will not identify any individuals without express consent. If you do not want this data to be used in this way, you can contact our support team to opt out.
- **Your data if our business ownership or structure changes.** If the business ownership or structure supporting Spidergap changes in future, the data may be transferred to any new owner such that we can continue to provide our service.
- **Your data if required to by law or legal process.** If the law permits, we will only share any data after making commercially reasonable efforts to notify you in advance to give you an opportunity to challenge the requirement to disclose.
- **Information you expressly consent to be shared.** There are other times that we may ask for your permission to share specific data — for example, to share your contact details with our partners that provide other services such as coaching.

## 5. Your rights to your data

You own the project and participant data you collect in Spidergap, and can:

- **Export your questionnaire and feedback responses.** Within a project, you can export an Excel spreadsheet containing the questions from your questionnaire, and each of the individual feedback responses. This allows you to self-administer any disputes and legal requests, and gives you the flexibility and portability to work with other solutions as needed.
- **Export the details of participants.** You can also export an Excel spreadsheet containing a list of everyone being assessed within a project, along with their feedback providers and tasks they need to complete.
- **Delete participants, projects and organizations.** You can delete participants, projects or entire organizations within Spidergap at any time. See the section on “How we delete data” below for further information.

You can also:

- **Update your details and settings.** You can update your account details and settings. You can update the email address used to login by contacting our support team.
- **Update your communication preferences.** You can opt out of promotional emails at any time.
- **Delete your account.** You can delete your entire account. If you are the only user associated with an organization, then the organization and all projects within it will also be deleted. See the section on “How we delete data” below for further information.

## 6. Your responsibilities as a “Data Controller”

As an administrator of organizations or projects within Spidergap, you have responsibilities as the “Data Controller” for the personal data collected or entered by you.

You should make yourself familiar with the data protection laws that apply to the country or countries that you and your participants are operating in. For example, in Europe you are required to adhere to the General Data Protection Regulation (GDPR).

As a baseline, we recommend that you:

- **Have clear policies that you share with participants** covering:
  - How their data will be used
  - Who their data will be shared with
  - When their data will be deleted
  - How they can access, delete and rectify data.
- **Ensure you have lawful grounds for collecting data about someone being assessed.** For an employee, this is typically covered by their employment contract. If not covered by any contract, you may need to explicitly ask for the consent of the person being assessed.
- **Ensure you have lawful grounds for collecting data from the person providing feedback.** Again, this can be covered by an existing contract or by explicitly asking for consent. We have guidance available on [how you can get consent to use the feedback data](#).
- **Manage your data securely.** For example, you should never share your Spidergap login details, and should take care with any data you export to your own device.

- **Give 3 or more users administrator access to your Spidergap organizations and projects.** This is to ensure that another user can support your organization in the event of you leaving the organization, getting sick, going on long-term leave, or otherwise being unavailable when they access is needed.

If we receive a request for data from a participant in a project you have access to (a “data subject request”), we will provide your contact details to the participant so that the participant can contact you directly. It is your responsibility as the Data Controller to then respond to that request. To support you in responding to these requests, Spidergap makes it easy to export both feedback reports and individual responses.

## 7. How we keep your data secure

We have embedded security into every part of our business, from recruitment through to end-user support. Our [Security Statement](#) summarizes how we keep your data secure.

We use the guidance provided by the [Information Commissioner’s Office](#) and the best practice guidance and controls defined by ISO 27001 to help us to meet our responsibilities.

Regardless of the steps we take, there is always a risk of your personal data being accessed by unauthorized third parties. In the unlikely event of a security breach that may affect your data:

- We will contact you within 24 hours of identifying the breach and confirming that your data is at risk
- We will provide guidance on how to remedy or mitigate any potential damage to your organization as soon as possible, with regular status updates if the breach is ongoing
- We will provide a full written report within 2 weeks that details the root causes behind the breach, the steps we’ve taken to address it, and the steps we’ll take to prevent a similar breach from occurring.

If you would like your security team to be notified in the event of a security breach, you can provide additional email addresses to our support team.

## 8. How we delete data

You can delete your organization, project and participant data at any time using features available online. You can also request for your entire account to be deleted. We do not perform automatic deletion.

Your data will initially be ‘soft-deleted’ such that it can be recovered by our system administrators if needed. Your data will then be permanently deleted within 30 to 60 days.

Please note that we continuously maintain backup systems of your data for approximately 12 months throughout the lifetime of our Agreement with you. If you delete any personal data during the period of the Agreement data that has been deleted will remain in our back up systems and it will not be possible to extricate deleted data from these back ups.

## **9. Where your data is stored and processed**

Spidergap servers are based in the UK and the European Economic Area.

Our servers are managed by Rackspace and Google who are accredited with SSAE16 Type II SOC1, SOC2 (Security and Availability Only), and SOC3.

Spidergap has a global team of employees and contractors that may access and process your personal data, including team members outside of the European Economic Area. We have direct contracts and confidentiality agreements in place with all employees and contractors to provide adequate protection for your data in line with our Privacy Policy and Terms of Use. These direct contracts and confidentiality agreements include GDPR standard contractual clauses.

## **10. How to contact us with privacy queries**

You can contact the Spidergap privacy team with any queries you have at [privacy@spidergap.com](mailto:privacy@spidergap.com).

## **Exhibit B**

### **Spidergap Security Statement**

Thousands of organizations trust Spidergap to securely collect, store and share their 360 feedback User Data. We take the security of that User Data, and other data collected through use of the site, very seriously. This Security Statement is aimed to be transparent about our security infrastructure and practices, to help reassure you that User Data is appropriately protected.

#### ***Application and User Security***

- **SSL/TLS Encryption:** SSL/TLS is used to ensure User Data is securely transmitted between our site and intended recipient. *All* User Data sent to and from the Spidergap site uses SSL/TLS.
- **User Authentication:** User Data on our database is logically segregated by Account-based access rules. User Accounts have unique email addresses and passwords that must be entered each time a user logs on. A session cookie records encrypted authentication information for the duration of a specific session. The session cookie does not include the password of the user.
- **User Passwords:** User application passwords have minimum complexity requirements. Passwords are individually salted and hashed.
- **Payment Information:** Payment information, including credit card details, is handled by Stripe - the industry leader in this field. We do not store any credit card details on our own systems. You can [review their security here](#).
- **Data Portability:** Spidergap enables you to export User Data from our system to Excel so that you can back it up, or use it with other applications.
- **Privacy:** We have a comprehensive [Privacy Policy](#) that details how we handle User Data, including how we use User Data, who we share it with, and how long we retain it.

#### ***Physical Security***

- **Data Centers:** Our information systems infrastructure (servers, networking equipment, etc.) are managed by Google and Rackspace who are accredited with SSAE16 Type II SOC1, SOC2 (Security and Availability Only), and SOC3.
- **Data Center Security:** Data center access is limited only to authorized personnel, and is protected by badges and biometric scanning; security cameras; access and video surveillance log retention; 24x7 onsite staff and unmarked facilities. Physical security audited by independent firms annually.
- **Environmental Controls:** Environmental Controls are implemented and monitored to help mitigate against the risk of Service interruption caused by fires, floods and other forms of natural disasters.
- **Location:** All User Data is stored on servers located in Europe (and regulated by EU data protection), and we will notify you in advance of any plans to change this.

## ***Network Security***

- **Uptime:** The site is continuously monitored for uptime, with immediate escalation to Spidergap staff for any downtime. Uptime has been over 99.9% for each of the last 3 years (up to 2017).
- **Third Party Scans:** Weekly security scans are performed by Qualys.
- **Testing:** All updates to the Spidergap site are subject to functional and security testing before being pushed to the customer-facing site.
- **Penetration testing:** External organizations perform penetration tests at least annually.
- **Firewall:** Firewall restricts access to all ports except a minimal set required by the application.
- **Patching:** The latest security patches are applied to all operating system and application files to mitigate newly discovered vulnerabilities.
- **Access Control:** Access to the server is restricted to a small number of staff authenticated over SSH with key-based authentication. Access to perform any harmful actions is further restricted by role-based rules and complex passwords.
- **Logging and Auditing:** Central logging systems capture and archive all internal systems access including any failed authentication attempts.

## ***Storage Security***

- **Backup Frequency:** Binary logs are backed up hourly, with daily full backups of all User Data. This enables us to restore the site to a state not-more than 1 hour before a major issue occurs.

## ***Organizational Administrative Security***

- **Employee Screening:** We perform background screening on all employees.
- **Training:** We provide security and technology use training for employees.
- **Service Providers:** We screen our third party service providers and bind them under contract to appropriate confidentiality obligations if they deal with any User Data.
- **Access:** Access controls to sensitive data in our databases, systems, and environments are set on a need-to-know / least privilege necessary basis.
- **Audit Logging:** We maintain and monitor audit logs on our Services and systems.
- **Information Security Policies:** We maintain internal information security policies, including incident response plans, and regularly review and update them.

## ***Software Development Practices***

- **Stack:** The backend of the Spidergap site uses PHP, NodeJS, Apache and MySQL running on Ubuntu Linux.
- **Coding Practices:** Our engineers use best practices and industry-standard secure coding guidelines to ensure secure coding.

### ***Handling of Security Breaches***

Despite best efforts and adhering to best practices, no method of electronic storage is perfectly secure and we cannot guarantee absolute security. In the event of any security breach, we will notify all users via email notifications and/or through notifications on the Spidergap site itself.

### ***Your Responsibilities***

Keeping User Data secure also depends on you ensuring that you maintain the security of your Account by using sufficiently complicated passwords and storing them safely. You should also ensure that you have sufficient security on your own systems, such that any survey User Data you download to your own computer is stored securely and is only seen by the intended parties.

### ***Custom Requests***

Due to the number of customers that use our Service, specific security questions or custom security forms can only be addressed for customers purchasing a large volume of credits within Spidergap. If this may be required for your organization, you can contact us at [support@spidergap.com](mailto:support@spidergap.com).