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***Solution Name* Software Rider**

The terms and conditions set forth in this Software Rider (“Rider”) apply to the Florida Digital Service, a part of the Florida Department of Management Services (“FLDS”), and the GRANTEE (“Grantee”) in connection with the Grantee Data Sharing Agreement (“DSA”) between FLDS and Grantee. Capitalized terms not otherwise defined herein are as defined in the DSA. In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

I. Definitions

- A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- B. Customer Account – As used in this Rider, the Customer Account is the Licensed Software Solution Account directly utilized by Grantee.
- C. Local Government Cybersecurity Grant Program (“the Program”) –The Program established by the 2022-2023 General Appropriations Act to improve county and municipal cybersecurity posture and resiliency.
- D. Licensed Software Solution – As used in this Rider, refers to all *Solution Name* software that is provided by FLDS for Grantee use under the Program.
- E. Managing Organization – The entity managing the use of the Licensed Software Solution and its *Solution Name*. As used in this Rider, the Managing Organization is FLDS.
- F. *Solution Name* – As used in this Rider, the *Solution Name* is the global administrative account directly managed and licensed by FLDS.
- G. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.
- H. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.
- I. View – The permissions granted for FLDS to see Telemetry Data provided to the Managing Organization’s *Solution Name* by the Customer Account. A View does not permit FLDS Access to Protected Grantee Data.

II. Statement of Work

- A. **Purpose/Scope:** FLDS and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FLDS;

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to establish the maintenance, use, and disclosure of the Telemetry Data generated by Grantee and its upload to the *Solution Name*; and to provide terms and conditions for the use of the Licensed Software Solution.

- B. FLDS Role and Responsibilities:** FLDS is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

FLDS shall be permitted to Access a View of the Telemetry Data provided within the *Solution Name* via permissions to the Customer Account.

FLDS will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FLDS' and Grantee's statutory and regulatory obligations. FLDS will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

- C. Grantee's Role and Responsibilities:** Grantee is responsible for:

- a. Grantee Access to and use of the Licensed Software Solution and, where applicable, compliance with Appendix A - Purchase Order ~~#####~~ Terms and Conditions;
- b. Activating and deactivating the Access, credentials, and privileges of its authorized users;
- c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;
- d. Identifying protected data sources in Section III and entering into any additional agreement with FLDS, the Licensed Software Solution provider, or other third-parties as may be required by law; and
- e. Managing access controls to allow View by FLDS and Access by the Licensed Software Solution.

Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.

- D. Indemnification:** See section W. Indemnification, of the Agreement.

III. Data Types

Telemetry Data may be collected from the following Protected Grantee Data sources:

- CJIS Covered Data
- HIPAA and State Protected Health Information
- FERPA Covered Data
- DPPA Covered Data
- Other _____

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___ N/A

IV. Attachments

Appendix A – Purchase Order ##### Terms and Conditions