

Software as a Service Privacy Policy / Acceptable Use Policy (AUP)

Last modified: May 1, 2021

Software as a Service Privacy Policy

Introduction

Excelsior Communications Services, Inc., d/b/a "RipplePoint" ("**Company**" or "**We**") respect your privacy and are committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide through your use of a web portal whereby you access our software-as-a-service platform for performing performs communications and data discovery and analysis, and certain other functions (our "**Platform**") and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- Through your use of this Platform.
- In email, text, and other electronic messages between you and this Platform.
- Through mobile and desktop applications you may download from this Platform, which provide dedicated non-browser-based interaction between you and this Platform.
- When you interact with our applications on third-party Platforms and services, if any.

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Company or any third party; or
- Any third party, including through any application or content that may link to or be accessible from or on the Platform.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Platform. By accessing or using this Platform, you agree to this privacy policy. This policy may change from time to time (see Changes to Our Privacy Policy). Your continued use of this Platform after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children Under the Age of 16

Our Platform is not intended for children under 16 years of age. No one under age 16 may provide any information to or on the Platform. We do not knowingly collect personal information from children under 16. If you are under 16, do not use or provide any information

on this Platform or on or through any of its features. If we learn we have collected or received personal information from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us at:

support@ripplepoint.com
407.429.3000

California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information. Please see Your California Privacy Rights for more information.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Platform, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number, or e-mail addresses, tax identification numbers ("**personal information**");
- That is about you but individually does not identify you; and/or
- About your internet connection, the equipment you use to access our Platform, and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the Platform. Information collected automatically may include usage details, IP addresses, and information collected through cookies and other tracking technologies.

Information You Provide to Us.

The information we collect on or through our Platform may include:

- Information that you provide by filling in forms on our Platform. This includes information provided at the time of posting material. We may also ask you for information when you report a problem with our Platform.
- Records and copies of your correspondence (including email addresses).
- Details of transactions you carry out through our Platform and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Platform.

Information We Collect Through Automatic Data Collection Technologies.

As you navigate through and interact with our Platform, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Platform, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Platform.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking). Contact us (support@ripplepoint.com; 407.429.3000) for information on how you can opt out of behavioral tracking on this Platform and how we respond to web browser signals and other mechanisms that enable consumers to exercise choice about behavioral tracking.

The information we collect automatically is only statistical data and does not include personal information. It helps us to improve our Platform and to deliver a better and more personalized service, including by enabling us to:

- Estimate our user size and usage patterns.
- Store information about your preferences, allowing us to customize our Platform according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Platform.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Platform. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Platform.
- **Flash Cookies.** Certain features of our Platform may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Platform. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see Choices About How We Use and Disclose Your Information.

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications on the Platform may be served by third-parties, including content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted content, see Choices About How We Use and Disclose Your Information.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Platform and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Platform or any products or services we offer or provide through it.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.

- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Excelsior Communications Services, Inc., d/b/a "RipplePoint"'s assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Excelsior Communications Services, Inc., d/b/a "RipplePoint" about our Platform users is among the assets transferred.
- To third parties to market their products or services to you if you have not opted out of these disclosures. For more information, see Choices About How We Use and Disclose Your Information.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Excelsior Communications Services, Inc., d/b/a "RipplePoint", our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of the Platform may then be inaccessible or not function properly.
- **Disclosure of Your Information to Third-Parties.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt out by e-mail. You can also always opt out by sending us an email stating your request to support@ripplepoint.com.
- **Promotional Offers from the Company.** If you do not wish to have your contact information used by the Company to promote our own or third parties' products or services, you can opt out by e-mailing or at any other time by sending us an email stating your request to support@ripplepoint.com. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions.

We do not control third parties' collection or use of your information to serve interest-based targeted content. However these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's [website](#).

Accessing and Correcting Your Information

You can review and change your personal information by logging into the Platform and visiting your account profile page.

You may also send us an email at support@ripplepoint.com to request access to, correct, or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Platform, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Platform users.

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Platform, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Platform. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Platform.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email to the primary email address specified in your account. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Platform and this privacy policy to check for any changes.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

support@ripplepoint.com

or via phone: 407.429.3000

Acceptable Use Policy (AUP)

1. Use Restrictions; Service Usage and Data Storage.

1.1 Use Restrictions. Customer shall not, and shall not permit any other Person (including but not limited to any Authorized User) to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

(a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;

(d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

(e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

(f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party, in whole or in part;

(g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;

(h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer), or that violates any applicable Law;

(i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision,

or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage; or

(j) otherwise access or use the Services or Provider Materials beyond the scope of the authorization granted under this Section 3.1.

2. Customer Obligations.

2.1 Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide Provider Personnel with such access to Customer's premises and Customer Systems as is necessary for Provider to perform the Services in accordance with the Availability Requirement and Specifications; and (c) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement.

2.2 Effect of Customer Failure or Delay. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "Customer Failure").

2.3 Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 1.1, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Provider of any such actual or threatened activity.

2.4 Authorized Users. Customer is responsible and liable for all uses of the Services resulting from access by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

2.5 Proper Use; Export Controls. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Provider's standard published policies then in effect and all applicable laws and regulations. Customer may not remove or export from the United States or allow the export or re-export of the Services, software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of

Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the software and documentation are “commercial items” and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.