

Effective Date: July 2018

## Privacy Policy

VUEWorks, LLC and/or one or more of its affiliated entities (“VUEWorks,” “we,” “us” or the “Company”), which operates this website (the “Site”), maintains this information privacy policy explaining how “user identifiable information” provided via use of the Site or VUEWorks’ hosted software applications is used and disclosed.

**THIS PRIVACY POLICY IS PART OF VUEWORKS’ WEBSITE ACCESS AND USAGE TERMS AND CONDITIONS, AND YOUR USE OF THE SITE, VUEWORKS SOFTWARE APPLICATIONS AND/OR SUBMISSION OF INFORMATION TO THE SITE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT WITH THE TERMS OF THIS PRIVACY POLICY AND YOUR CONSENT TO THE COLLECTION AND USE OF YOUR USER IDENTIFIABLE INFORMATION AS DESCRIBED HEREIN.**

Online privacy concerns focus on the protection of “user identifiable information” from unauthorized use. As the term suggests, “user identifiable information” is information which can be associated with a specific individual or entity, including, for example, personal information such as a user’s name, address, or telephone number, e-mail address, and information about online activities that are directly linked to them.

It is common practice and often a necessity for companies or other organizations to collect user identifiable information in order to conduct business and offer services.

### ***General***

If you are a visitor to the Site or a user of one of our hosted software applications, we may collect information that you provide to us when you communicate with us, such as for customer service or technical support services. You may also choose to provide your name, email address and other information we may request from you, to us if you would like to additional information about VUEWorks and our products and services. Our software applications, including, without limitation, VUEWORKS software, are for use for inspection and inventory of facility assets and do not collect user identifiable information, but users may submit their name, email address and other contact information as part of registering to use the software.

Additionally, when you access the Site and/or access and use our hosted software applications, we may automatically collect certain information that is not user identifiable information, such as your IP address, pages viewed, the date, time and length of time spent on the Site or using the hosted software applications, your computer and connection information such as your browser type and version, operating system and platform, and other transactions performed on the Site or the hosted software applications. If you access the Site or one of our hosted software applications through a mobile device, we may also be able to identify the location of your mobile device. You may choose not to share your location details with us by adjusting your mobile device’s location services settings. For instructions on changing the relevant settings, please contact your service provider or device manufacturer. We store and use the foregoing information, in the aggregate only, to diagnose problems with our servers, to improve and track the success of the Site and to provide content of interest to you. We may share the foregoing information with third parties, including our business partners, suppliers, and vendors, on an aggregated basis without revealing any personally identifiable information.

Our Internet service providers may also use other standard web-based technologies to analyze your movements while accessing our Site or hosted software applications. The technologies include analytic solutions, web “beacons,” “pixel tags,” and “clear gifs.” These technologies help us ascertain the effectiveness of our product and service campaigns and marketing programs; allow us to customize the services offered on or through our Site; and help determine the best use for Site content, and product and service offerings. Some of this information, including the IP address, may be stored on our Internet service provider’s server logs, and may be available for extended periods of time.

Except as described herein, VUEWorks will not sell, trade, or disclose to third parties any user identifiable information derived from registration on, or use of, the Site or our hosted software applications without the consent of the user (except as required by subpoena, search warrant, or other legal process or in the event that

such user is engaging in unlawful use of the Site or our hosted software applications or other unlawful activity or activity that violates the terms of use of the Site or our hosted software applications). VUEWorks may, however, use and disclose to third parties user identifiable information and/or other information about you obtained from other sources.

**Collection and Use:** VUEWorks may collect and use your user identifiable information for various purposes, including, but not limited to, anticipating and resolving problems with your use of the Site or our software applications, or to inform you of upcoming events and other product or service offerings that may be of interest to you. This means that VUEWorks may use your user identifiable information, whether in conjunction with information available from other sources or otherwise, to market to you, and otherwise communicate with you about, products or services that may be of interest to you. VUEWorks may also share user identifiable information about you with, and disclose same to other contractors that are involved in the development, marketing, sale of such products or services. We may provide user identifiable information about you to third party service providers that are not affiliated with us and who perform services for us or on our behalf in order for them to provide their services or in some cases to jointly market services to you. By providing user identifiable information via the Site or our hosted software applications, you agree to this use and disclosure of such information.

Specifically, you agree that VUEWorks can use your user identifiable information to: (i) enable and customize your use of the Site and/or VUEWorks hosted software applications or other products or services; (ii) provide you with updates and information about VUEWorks' products and services; (iii) conduct analysis for VUEWorks' business purposes; support development of VUEWorks' products and services; and (iv) create de-identified information and then use and disclose this information in any way permitted by law, including to third parties in connection with their commercial and marketing efforts. You also agree that VUEWorks can disclose your user identifiable information to: (a) third parties assisting VUEWorks with any of the uses described above; (b) a third party as part of a potential merger, sale or acquisition of VUEWorks; and (c) our business contractors who assist us by performing core services (such as hosting, billing, fulfillment, or data storage and security) related to the operation or provision of the Site and/or our hosted software applications. If VUEWorks discloses your user identifiable information, VUEWorks will require that the person or entity receiving your user identifiable information agrees to only use and disclose your user identifiable information to carry out its specific business obligations to VUEWorks or for the permitted purpose of the disclosure (as described above). VUEWorks cannot, however, guarantee that any such person or entity to which VUEWorks discloses your user identifiable information or other information will not re-disclose it in ways that you or we did not intend or permit.

Additionally, notwithstanding any other provision contained herein, to the extent permitted or required by law, regulation or other legal requirement, we will disclose your information to government authorities or third parties if: (i) required to do so by law, or in response to a subpoena or court order; (ii) we believe in our sole discretion that disclosure is reasonably necessary to protect against fraud, to protect the property or other rights of us or other users, third parties or the public at large; or (iii) we believe that you have abused the Site or our hosted software applications by using them to attack other systems or to gain unauthorized access to any other system, to engage in spamming or otherwise to violate applicable laws or in violation of our Website Access and Usage Terms and Conditions or license agreement with respect to our hosted software applications. You should be aware that, following disclosure to any third party, your information may be accessible by others to the extent permitted or required by applicable law.

**Non-U.S. Users:** The Site and our hosted software applications are directed to users located in the United States. If you are located outside of the United States and you choose to use the Site or our hosted software applications or provide your information to us, your information may be transferred to, processed and maintained on servers or databases located in the United States or elsewhere outside of the country from which you access the Site or our hosted software applications online. Your use of the Site and/or our hosted software applications represents your consent and agreement to these practices. If you do not want your information transferred to or processed or maintained in the United States, you should not use the Site or our hosted software applications. The European Commission and/or other geopolitical regions have determined the United States may not subscribe the

same legislative standards for data protection that may be applicable in your country, province, territory or geopolitical region. By providing us with your personal information, you are consenting to our use of it in accordance with our privacy practices, including the transfer of your information across international boundaries to jurisdictions anywhere in the world as permitted by local law.

We may share information relating to users of the Site and/or our hosted software applications with affiliated or unaffiliated third parties on an anonymous, aggregate basis. While this information will not identify you personally, in some instances these third parties may be able to combine this aggregate information with other data they have about you, or that they receive from third parties, in a manner that allows them to identify you personally.

**User Opt-Out:** You may choose not to receive direct marketing communications from VUEWorks in connection with the Site or our hosted software applications by providing notification to VUEWorks making such request. If VUEWorks receives such a request from you, VUEWorks thereafter (a) will discontinue contacting you directly with marketing messages about VUEWorks' products or services, and (b) will not use user identifiable information obtained from your use of the Site or our hosted software applications to contact you with marketing messages about any VUEWorks events, products or services. You may choose not to receive such messages by notifying VUEWorks via e-mail or regular U.S. mail. Please note, however, that any such opt out only applies to VUEWorks and will not apply to any other third parties to which VUEWorks has supplied your user identifiable information. Additionally, you acknowledge and agree that such opt-out notification processing may not be immediate, and you agree that should you receive additional communications your rights and remedies are limited to contacting us to reiterate your request to opt-out.

**Security:** VUEWorks has implemented technology and security features in an effort to safeguard the privacy of your user identifiable information from unauthorized access or improper use, and VUEWorks will seek to continue to enhance its security procedures as new technology becomes available. However, you acknowledge and agree that perfect security is not possible and your user identifiable information could still be accessed and used by others without authorization. Your access and use of the Site and/or our hosted software applications constitutes your agreement that VUEWorks is not and shall not be responsible for any such unauthorized access and use of your user identifiable information.

**Improper Conduct:** VUEWorks may also use user identifiable information to investigate and help prevent potentially unlawful activity or activity that threatens the network or otherwise violates the Site's or our hosted software applications' terms and conditions for usage.

**User Revocation of Authorization; Requests for Access to, Rectification or Erasure of, or Transfer of User Information:** The authorization given by you hereunder remains in effect until you provide written notice of revocation to VUEWorks. You can revoke your authorization at any time by providing written notice to VUEWorks. A revocation of authorization is effective after you submit it to VUEWorks, but it does not have any effect on VUEWorks' prior actions taken in reliance on the authorization before revoked, and does not affect VUEWorks' use of information that does not constitute user identifiable information. If you have provided your name and email address to us, you may request that we remove your name and email address from our database by contacting us at support@vueworks.com. Following receipt of a request from you, we will take reasonable steps to delete your information as requested. Deletion of your information may result in not being able to use the Site or our hosted software applications. VUEWorks also honors requests from users to access, rectify, correct, erase, restrict processing of or to transfer their own information. VUEWorks honors requests from users for their own information and will correct any such information which may be inaccurate. Users may verify that appropriate corrections have been made.

### **Cookies**

The Site and our hosted software applications may use "cookies" for the purpose of facilitating the gathering of non-specific user information. A cookie is a very small text file stored on a web site user's hard disk

that allows a web server to recall certain information that the user has already entered previously. If you wish not to utilize cookie technology, this feature may be disabled within your web browser.

**Analytics Tracking Tools Disclaimer:** The Site may also use third-party analytic tools such as Google Analytics, a web analytics tool that helps website owners understand how their visitors engage with their website. Google Analytics collects information anonymously, and reports web site trends without personally identifying individual visitors. Google Analytics uses its own cookie to track visitor interactions. The Google Analytics cookie is used to store information, such as what time the current visit occurred, whether the visitor has been to the site before, and what site referred the visitor to the web page. A different Google Analytics cookie is used for each website that use the Google Analytics tool, and visitors are not tracked across multiple websites. To disable this type of cookie, some browsers will indicate when a cookie is being sent and allow you to decline cookies on a case-by-case basis. In addition to declining cookies, you can also install the Google Analytics Opt-out Add-on in your browser, which prevents Google Analytics from collecting information about your website visits. Visit Google Analytics website to receive more information about the Google Analytics Opt-out process.

### ***Other Web Sites***

VUEWorks' privacy policy only applies to the Site and our hosted software applications. The Site and/or our hosted software applications may link from several points throughout the Site or the hosted software applications to third party websites and information or service providers that may collect personal information from you in order to provide you with information or services. Advertisements that may appear on pages on the Site may also request user identifiable information or provide you with access to other sites that request user identifiable information. VUEWorks has no control over the privacy policy of any third party or other website. Their privacy policies may differ or they may have no privacy policies. Please examine the privacy policies of such third parties prior to submitting any personal information, as they may differ from ours.

### ***Advertisements***

Advertisements may appear on pages throughout our Site. Some advertisements may request information directly from our users or take our users to websites that may request personal information. VUEWorks has no control over its advertisers' privacy policies, so please examine the privacy policy of any third party advertising on our Site prior to submitting any personal information.

### ***Surveys***

VUEWorks may from time to time conduct surveys on the Site. Surveys are conducted at random and are completely voluntary to users of the Site. The survey may require a user to provide user identifiable information. VUEWorks may use this information and share it with its contractors as described above to better tailor its products, services and marketing efforts, including advertising or other content provided on the Site and/or to you in particular.

### ***Additional Privacy Protections for Children Using the Internet***

VUEWorks does not solicit or target persons younger than legal age for collection of information online. VUEWorks encourages minors to seek the consent of their parents before providing any information about themselves or their households to anyone on the Internet. VUEWorks encourages parents to take an active role to protect the privacy and security of their children and to prevent the inappropriate use of information about their children. VUEWorks supports the development of technologies that help parents to control the collection and use of personal information from children who use online services in their households.

### ***California Privacy Rights***

Under California law, users who are California residents may request certain information regarding the types of information shared by VUEWorks with third parties for marketing purposes and the identities of those

third parties. If you are a California resident, you may make such a request by sending an email to [support@vueworks.com](mailto:support@vueworks.com) with "California Privacy Information Request" on the subject line and in the body of your message.

### ***Business Transfers***

In the event that VUEWorks or any of its affiliates is acquired (whether by sale of assets or ownership interests) by merger with a third party entity or otherwise, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from our website visitors and/or users of our hosted software applications as part of such merger, acquisition, sale, or other change of control. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your user identifiable information is treated, transferred, or used.

### ***Policy Changes***

VUEWorks reserves the right to change its privacy policy by publishing new terms on the Site at least thirty (30) days before the effective date of the changes, and your access and use the Site thereafter constitutes your acknowledgment and acceptance of same. This privacy policy does not create any legal right for you or any third parties.

### ***Questions?***

Please direct any questions or comments regarding our privacy policy to [support@vueworks.com](mailto:support@vueworks.com).