

Effective Date: January 7, 2019

NYANSA, INC.

PRIVACY POLICY

This Privacy Policy (“**Policy**”) describes how Nyansa, Inc. (“**Company**” or “**Nyansa**” or “**we**” or “**our**” or “**us**”) treats information collected or provided in connection with an end user’s (“**you**” or “**your**” or “**User**”) use of the Nyansa website located at <http://www.nyansa.com> (the “**Site**”) and the Voyance service located at <https://app.nyansa.com/> (the “**Service**”). Please note that your use of the Site and the Service constitutes your acceptance of this Policy as set forth below.

1. Collected Information. The information collected during your use of the Site and the Service includes the following:

(a) Submitted Information. As part of using the Site, you may submit certain information to us. For example, when you fill out contact forms or register for an account on the Site we will collect information from you, including Personal Information such as your first and last name and e-mail address. “**Personal Information**” means information such as a name or e-mail address that we can directly associate with a specific person or entity without additional information. To the extent you decline to share certain information with us, we may not be able to provide some or all of the features and functionalities found on the Site.

(b) Automatically Collected Information. When you use the Site, we gather certain non-personally identifiable information from you, and this information can be associated with your user account. This includes usage information, such as information on when, how often and for how long you use the Site, as well as server log data such as a computer’s IP address, browser type or the webpage you were visiting before you came to the Site.

(c) Tracking and Cookies. The Site may use both web beacons and cookies to collect information. “Beacons” (also often referred to as “pixels”) are tiny graphics on a web page designed to track when a page is viewed. “Cookies” are small text files containing a string of alphanumeric characters that are downloaded by your web browser or mobile device when you visit a website. We may use both session cookies and persistent cookies when you access and use the Site. Cookies may be used, for example, to remember your user account information and your preferences, to customize the interface of the Site for you and to assist us in measuring and analyzing Site traffic. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to the Site. Persistent cookies can be removed. Please review your browser’s documentation to learn the best way to modify your cookie settings. Like many websites, the Site does not currently respond to “do not track” browser headers. However, you can take steps to limit tracking by erasing cookies from your computer’s hard drive and by setting your browser to block all cookies or warn you before a cookie is stored.

(d) Analytics. We use certain third party services to assist us in analysis, auditing, research, and reporting regarding the Site and the Service. These third parties may use web logs or web beacons, and they may set and access cookies on your computer or other device. In particular, we use Mixpanel to help collect and analyze certain information for the purposes discussed in this Policy. You may opt out of the use of cookies by Mixpanel at <https://mixpanel.com/optout/>.

(e) Service Data. When using the Service, customers transfer various types of information to our servers (“**Service Data**”) by means of (i) a device installed in their network that we call a “crawler,” (ii) a software agent deployed to client devices, if applicable, and (iii) as a result of the account creation and management processes. We have designed the Service to require transfer of only the

minimum amount of data to Nyansa servers necessary to provide the Service. Service Data may contain Personal Information, including (i) client device data such as MAC address, IP address, device name, and approximate location (relative to the network to which the device has associated) (collectively, “**Network User Data**”), and (ii) user account information (typically for the IT admin of a customer using the Voyance application), including username, email address, and a phone number (collectively, “**Admin User Data**”).

Nearly all Network User Data results from standard networking protocol information through the interaction between a customer’s network and the client device, however users of a customer’s network can limit the Personal Information included in the Network User Data by excluding any personal information from the name of their device, and customer administrators may limit the Admin User Data transferred to us by using non-personal email addresses (such as IT@customer.com) and a work phone number.

2. Use of Information. We use the information we collect as follows:

(a) Provision of Site. We may use collected information for the purposes for which you provided the information including, for example, creating and maintaining an account for you or responding to a question that you e-mail to us. We also use the collected information as necessary to provide the features and functionality of the Site to you and as reasonably necessary for our business operations.

(b) Updates and Troubleshooting. We may also use the collected information to contact you regarding updates or modifications to the Site or to help troubleshoot problems, or alert you to changes in our policies or agreements that may affect your use of the Site.

(c) Analytics and Improvements. We may analyze collected information relating to your use of the Site in order to help us improve the Site and develop and improve other products and services.

(d) Promotional Offers. We may use the collected information to provide you with promotional materials and offers. However, we will give you the ability to opt out of receiving such e-mails in accordance with applicable law. We will not provide your personally identifiable information to third parties for their own marketing purposes without your consent.

(e) Combination. We may combine personal information collected through the Site with other information that we or third parties collect about you in other contexts—such as our communications with you via e-mail, phone, or your customer service records.

(f) Service Data. Notwithstanding anything else in this Section 2, we use Service Data exclusively for the purpose of providing the Service to customers and do not combine Service Data with other information we may have about a customer except to (1) provide aggregated, anonymous statistics to customers as part of our ‘Cloud Sourcing’ feature, and (2) contact a customer about their account or provide technical support. Moreover, data regarding individual user devices (e.g. a laptop computer or smartphone) is stored and processed on Nyansa servers for only 15 days, after which it is deleted. Only aggregated, anonymous usage statistics created by the Service from the Service Data as well as account administrative information are stored for longer than this, and typically such statistical data is deleted after six months.

3. Disclosure of Information. We share and disclose the information we collect about you as follows:

(a) Third-Party Service Providers. We use contractors and third-party service providers to assist us in making the Site available. Such third-party contractors or service providers may obtain access to the information you provide, including Personal Information.

(b) Advertising. We may provide advertisers and other third parties with aggregated, non-personally identifiable information about our user base and its interests and usage patterns. We may also partner with third party advertising companies in order to serve online advertising regarding our products and services to users after they visit the Site. This is a common practice called “retargeting.” For more information on such practices, you may visit <http://www.aboutads.info>. For the ability to opt-out of such practices, you may visit <http://www.aboutads.info/choices/>. However, Service Data is never used for advertising purposes.

(c) Aggregated Data. We may report aggregated, anonymous data relating to activity on the Site to third parties or the general public. By way of example only, this may include the provision or publication of reports regarding the geographical distribution of our customer base or which of our products are the most popular.

(d) Business Arrangements. We may disclose non-personally identifiable information to third-party partners in furtherance of our business arrangements with them, including without limitation to jointly offer a product or service to you or create interoperability between our products and services and the products and services of such partners.

(e) Transfer as Corporate Asset. In the event of a merger, sale of capital stock or assets, reorganization, consolidation or similar transaction involving Company, the information we possess, including personally identifiable information, shall be transferred as a corporate asset to the acquiring entity.

(f) Legal Requirement. We will use and disclose information where we, in good faith, believe that the law or legal process (such as a court order, search warrant or subpoena) requires us to do so or in other circumstances where we believe it is necessary to protect the rights or property of Company, our users and/or third parties.

(g) Affiliates. We may disclose this information to our affiliates for use as described in this Policy.

(h) Service Data. Notwithstanding anything else in this Section 3, we do not disclose any Service Data to third parties except to the limited extent necessary to provide the Service.

4. Effective Date; Changes. When we make any changes to our practices under this Policy, we will change the Effective Date. We will treat your continued use of the Site and/or the Service following such change as your acceptance of the changes.

5. Third Parties. The Site may contain offers from third parties or links to third-party websites. This Policy does not apply to information that you may provide to or that may be collected by third parties. We encourage you to request such third parties to provide you with their applicable privacy policies and other terms and conditions before engaging with or making a purchase from such third parties.

6. Viewing, Amending and Deleting Information. You can log into your Service account and view or amend your account information at any time. To delete all data associated with your account or your use of the Site, please e-mail us at support@nyansa.com. Please note that while changes to your profile information are reflected promptly in active user databases, our servers may retain previously provided information for a period of time.

7. Security. The personally identifiable information we collect about you is stored in limited access servers. We will maintain reasonable safeguards to protect the security of these servers and your personally identifiable information. However, no security measures are 100% effective and we cannot guarantee the security of your personally identifiable information. We expressly disclaim any representation or warranty, whether express or implied, with respect to ensuring, guaranteeing or otherwise offering any definitive promise of security in connection with your personal information or usage information. More information can be found at <https://www.nyansa.com/voyance-security>.

8. Children Under 13. We do not knowingly collect information from children under 13 and the Site is not directed at children under 18. If you are a parent and believe your child under the age of 13 has used the Site and provided personally identifiable information to us through the Site, please contact us at the phone number and address provided in Section 10 of this Policy and we will work to delete that Service account and any such personally identifiable information.

9. Transfer to the U.S. or Other Countries. We use datacenter facilities located in the United States. Your information will be stored and processed in the United States or other countries where Company has facilities. By using the Site and/or the Service, you consent to the transfer of information outside of your country, even if your country has more rigorous data protection standards. For any personal data that may be transferred from the European Economic Area, please see below regarding our participation in the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks.

10. EU-U.S. and Swiss-U.S. Privacy Shield Frameworks. As described in our Privacy Shield certification (available at <https://www.privacyshield.gov/list>, search for “Nyansa”), Nyansa participates in and has certified its compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks (together, the “**Frameworks**”) as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Information from the European Union (EU) member countries and Switzerland, respectively. Nyansa is committed to subjecting all Personal Information received from EU member countries and Switzerland to the Frameworks’ applicable Principles, and Nyansa remains responsible for any of your personal information that it shares under the Onward Transfer Principle with third parties for external processing on our behalf (as described above in Section 3 “Disclosure of Information”). In certain situations, Nyansa may be required to disclose Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

With respect to Personal Information received or transferred pursuant to the Privacy Shield Frameworks, Nyansa is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. Please contact us at privacy@nyansa.com with any questions or concerns regarding our privacy practices in relation to our Privacy Shield certification. If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third-party dispute resolution provider (free of charge) at <https://www.jamsadr.com/file-an-eu-us-privacy-shield-claim>. Under certain conditions more fully described on the Privacy Shield website, you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

11. Contacting Us. If you have any questions about this Policy, please contact us at (650) 446-7818 or at:

Nyansa, Inc.
Attn: Privacy Questions
430 Cowper Street, Suite 250
Palo Alto, CA 94301