

Carson and SAINT EULA and Privacy Policy

SAINT End-User License Agreement (EULA)

SAINT is willing to license the licensed product to licensee only on the condition that licensee accepts the terms and conditions contained in this agreement.

LICENSE AND SERVICE AGREEMENT (INDUSTRY)

1. Definitions. As used herein, the following definitions shall apply: "Licensed Product" shall mean collectively the Licensed Software and Licensed Documentation (as hereinafter defined). "Licensed Software" or "Software" shall mean the software in object code form, for which Licensee has paid a license fee, all updates and revisions thereto supplied by Licensor during the term hereof, and all permitted copies of the foregoing. "Licensed Documentation" shall mean any documents delivered by Licensor to Licensee that relate to the Licensed Software. "Use" shall mean the reading into and out of memory of the Licensed Software and the execution of such Software.

2. License. Subject to the payment of the license fees and charges to Licensor, Licensor hereby grants to Licensee, and Licensee hereby accepts, a personal, non-exclusive, and non-transferable license (without the rights to sublicense) to use the Licensed Product in accordance with the terms and conditions of this License and Service Agreement. The Licensed Product shall only be used for the number of nodes, networks, or hosts for which Licensee has paid a license fee.

3. License fees and charges, taxes, and payments for services. The license fees and charges for the license herein granted to Licensee shall be the then current license fees and charges of Licensor for the Licensed Product in effect at the time of Licensor's acceptance of this Agreement. Payment for products and services covered in the on-line ordering procedures, are due prior to the release of the Licensed Product or performance of the services. Any license fee, taxes, or other charges for the Licensed Product that is not paid before Licensor provides the Licensed Product shall be paid within thirty days after receipt of such product. Subject to the terms of any Order Form, if applicable any fee for maintenance and update services, in accordance with Schedule A, that is not paid prior to the beginning of the period of such annual maintenance services shall be paid within thirty days after the beginning of the period of such annual maintenance services. Any additional services that are provided by Licensor to Licensee on a time and materials basis shall be paid within thirty days after receipt of an invoice for such services. If Licensee does not pay all amounts due within the payment periods stated above, Licensor may terminate the Agreement, pursuant to Paragraph 11, and cease performance of any further services provided that the Licensor shall first serve a written 30 day notice expressly referring to this clause and providing details of any overdue payment and include a warning that it plans to terminate the Agreement unless the overdue payment is made.

4. Terms of license agreement and licenses. Unless otherwise terminated or canceled as provided herein, the term hereof and of the licenses granted herein shall commence on the date the Licensee is provided access to the Licensed Software, normally by issuance of a customer ID and password, and shall continue until Licensee discontinues the licensed use of the Licensed Software.

5. Protection of licensed product. Licensee acknowledges and agrees that the Licensed Product and all permitted copies thereof are Licensor's exclusive property and constitute a valuable

trade secret of Licensor. Licensee and its employees may not disclose or make available to third parties nor modify the Licensed Product or any portion thereof without Licensor's prior written approval. Licensee may not access this software program for any unauthorized purposes, such as but not limited to, reverse engineering and decompiling. Upon any termination, cancellation, or expiration hereof, Licensee shall immediately return the Licensed Product and all copies thereof to Licensor.

6. Reproduction and modification of licensed product. Licensee may not copy, modify or transfer the Licensed Product, except that Licensee may copy the Licensed Product only to the extent necessary to load the Licensed Product on Licensee's nodes, networks or hosts. Licensee may use the Licensed Product only on the nodes, networks or hosts for which Licensee has paid a license fee. All copies of the Licensed Software, in whole or in part, shall contain all of Licensor's restrictive and proprietary notices as they appear on the copies of Licensed Software provided by Licensor. Upon any termination, cancellation, or expiration hereof or any license granted hereunder Licensee shall remove the Licensed Software and all portions thereof, and Licensee shall have no right thereafter to use the Licensed Software or any portion thereof.

7. Services. Licensee shall have the sole and exclusive responsibility for the selection, installation, and Use of the Licensed Product. Licensor shall provide Licensee with Services at Licensor's then current charges therefore.

8. Maintenance and Updates. Maintenance and updates of the Licensed Software, as described in Schedule A, will be provided to Licensee only when licensee has purchased and paid for such services in accordance with this Agreement. Licensor shall be under no obligation to provide maintenance and updates to Licensee beyond that included in Schedule A.

9. Negotiation of warranty. THE LICENSED PRODUCT IS PROVIDED ON AN "AS-IS" BASIS, AND THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, EFFICIENCY, AND SUITABILITY OF THE LICENSED PRODUCT AND LICENSOR SHALL HAVE NO LIABILITY THEREFOR.

10. Indemnity and Insurance. Licensor shall defend, indemnify and hold harmless Licensee, its authorized officers, employees, agents and volunteers from and against any damages, liabilities, costs and expenses (including reasonable attorneys' fees, experts' fees and court costs) arising out of any claim by a third party that the licensed use of the Licensed Products infringes any patent, copyright, trademark, or trade secret (collectively "Intellectual Property"). Provided that Licensor assumes the defense with counsel reasonably acceptable to Licensee, Licensor shall have sole control and authority with respect to the defense, thereof. Licensor may not settle the claim or suit absent the written consent of Licensee unless such settlement (a) includes a release of all claims pending against Licensee, (b) contains no admission of liability or wrongdoing by Licensee, and (c) imposes no obligations upon Licensee other than an obligation to stop using any infringing items. If a claim of infringement under this Section 10 occurs, or if Licensor determines a claim is likely to occur, Licensor will have the right, in its sole discretion, to either (i) procure for Licensee the right or license to continue to use the Licensed Product free of the infringement claim, or (ii) modify the Licensed Product to make it non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to Licensor, Licensor may, in its sole discretion, immediately terminate this Agreement and return the prorated portion of any pre-paid, unused fees for the relevant Licensed Product. Notwithstanding the foregoing, Licensor will have no obligation with respect to any claim of

infringement that is based upon or arises out of (i) the use or combination of the Licensed Product with any hardware, software, products, data, or other materials not provided by Licensor, (ii) modification or alteration of the Licensed Product by anyone other than Licensor, (iii) use of Licensed Product in excess of the rights granted in this Agreement, or (iv) any specifications or other intellectual property provided by Licensee. The indemnity in Paragraph 10 shall not apply to any claim which is brought more than one year after the circumstances giving rise to the claim have come, or should reasonably come, to the attention of the Licensee.

11. Termination/cancellation. Licensor may terminate/cancel this Agreement and any license granted to Licensee hereunder if: Licensee fails to pay Licensor any license fees and charges, taxes, or applicable charges for Services rendered; Licensee is in default of any other provision hereof and such default has not been cured within ten days after Licensor gives Licensee written notice thereof; or Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law. In the event of any termination/cancellation hereof or of any license granted to Licensee hereunder, Licensor may: Declare all amounts owed hereunder to Licensor to be immediately due and require that Licensee cease any further Use of the Licensed Product or any portion thereof and immediately return the Licensed Product and all copies thereof, in whole or in part, and delete the Licensed Product or copies thereof from Licensee's computer equipment; and Cease performance of all of Licensor's obligations hereunder without liability to Licensee. Licensor's foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available to Licensor in law and in equity.

12. Limitation of liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS LICENSE AND SERVICE AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. LICENSOR'S LIABILITY TO LICENSEE HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE LICENSE FEES AND SERVICES CHARGES PAID TO LICENSOR HEREUNDER BY LICENSEE. These warranties, exclusive remedies, and limitations of liability allocate the risks of Licensed Product failure between Licensor and the Licensee. Licensor's pricing reflects this allocation of risk. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY LIABILITY WITH RESPECT TO (i) COMPLIANCE WITH STATUTES AND REGULATION; (ii) INDEMNITY OBLIGATIONS, (iii) THIRD PARTY CLAIMS FOR DEATH, BODILY INJURY TO PERSONS OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (iv) LICENSEE'S LIABILITY FOR USE OF THE LICENSE PRODUCT IN EXCESS OF THE RIGHTS GRANTED HEREUNDER. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE OR LIMIT LICENSEE'S SOVEREIGN IMMUNITY OR ANY OTHER IMMUNITY FROM SUIT PROVIDED BY LAW.

13. Export Administration. Licensee agrees to comply fully with all United States governmental laws and regulations to assure that neither the Licensed Product, nor any direct product thereof, is exported, directly or indirectly, in violation of United States law. The Licensed Product may not be transferred outside the country where delivery is taken or transferred, sold, assigned, or otherwise conveyed to another party without Licensor's prior written consent.

14. General. The effective date of this Agreement shall be the date the Licensee is provided access to the Licensed Software, normally by issuance of a customer ID and password. This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications,

oral or written of either party. This Agreement and the licenses granted hereunder may not be transferred or assigned by Licensee without the prior written consent of Licensor. This Agreement shall be interpreted in accordance with the substantive laws of the State of Maryland.

15. This product and documentation are provided on a RESTRICTED basis. Use, duplication or disclosure by the US Government is subject to restrictions set forth in paragraph (b) of the Commercial Computer Software License clause at 48 CFR 52.227-19, as applicable.

Schedule A: MAINTENANCE AND UPDATES

1. Subject always to the terms of any Order Form (as applicable) Licensee is required to purchase annual support services described in this Section ("Support") for the first year for all licenses.

2. Support begins on the date the Licensee is provided access to the Licensed Software, normally by issuance of a customer ID and password, and will expire automatically on the anniversary date, unless renewed for the follow-on annual term. The fees for the renewal year shall be as specified in Licensor's then-current Price List.

3. Licensor retains the right to modify its Support programs, but only if the modifications apply generally to all Support program customers and only if the overall quality and availability of services is at least generally equivalent to the services stated in this Agreement. Support includes the right to receive error corrections, bug fixes, patches, updates and other modifications to the Licensed Software that are made generally available to customers on Support ("Maintenance Releases"). Support does not include the right to receive any subsequent version of the Licensed Software that has features or capabilities beyond those of the Licensed Software.

4. Subject always to the terms of any Order Form (as applicable) subject to payment of the applicable maintenance and updates fees, the license granted to Licensee under Section 1 of the License and Service Agreement extends to, and the term "Licensed Software" shall include, all Maintenance Releases received from Licensor. Licensor will use all commercially reasonable efforts to resolve all support issues to the satisfaction of Licensee, but it retains the right to determine whether to revise, enhance or otherwise modify the Licensed Software and which requested changes to make to the Licensed Software. Information provided by Licensee in connection with Licensor's performance of maintenance and updates services may be used by Licensor to support or enhance the Licensed Software. Licensor shall have no obligation to support altered, damaged, or modified software, software that is not the most current Version or the immediately previous Version or a Version provided by Licensor to Customer within the past year, software problems caused by Licensee's negligence, abuse, or misapplication by use of software other than as specified in the Documentation, or by other causes beyond the reasonable control of Licensor; or software installed on any computer hardware or operating system not identified as supported by Licensor. Licensor reserves the right to implement bug fixes solely in the current Version of the Licensed Software.

DISTRIBUTION OF EMBEDDED ORACLE PROGRAMS

SAINT contains embedded programs distributed by Oracle ("the Programs"), for which SAINT does not charge a license fee. Licensee's execution of this agreement results in Licensee's agreement to the following terms applicable to the embedded Oracle software: (1) Licensee will

restrict the use of the Programs to the business operations of the Licensee; (2) Licensee shall not assign, give, or transfer the Programs or an interest in the Programs to any individual or entity; (3) Licensee shall not make the Programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services Licensee has acquired); (4) Title to the Programs shall not pass to Licensee or any other person or entity; (5) Licensee shall not reverse engineer, disassemble, or decompile the Programs; (6) Licensee shall not duplicate the Programs except for a sufficient number of copies of each Program for the Licensee's licensed use; (7) ORACLE SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL ARISING FROM THE USE OF THE PROGRAMS; (8) Upon termination of this Agreement, Licensee shall discontinue use of the Programs and destroy or return to SAINT all copies of the Programs and documentation; (9) Licensee shall not publish any results of benchmark tests run on the Programs; (10) Licensee shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Programs, nor any direct product thereof, are exported, directly or indirectly in violation of applicable laws; (11) Oracle shall not be required to perform any obligation or incur any liability to Licensee; (12) Licensee shall allow SAINT to audit Licensee's use of the Programs or to assign SAINT's rights to audit Licensee's use of the Programs to Oracle; (13) Oracle is a third party beneficiary of this license agreement; (14) Oracle's technical support organization will not provide technical support, phone support, or updates to Licensee or for the Programs licensed under this agreement; (15) the Uniform Computer Information Transactions Act shall not apply to this license agreement.

DISTRIBUTION OF EMBEDDED, MODIFIED SAMBA NET UTILITY

SAINT source code includes a modified version of the SAMBA NET utility. SAINT modified on June 30, 2011, the SAMBA NET utility licensed under the GNU General Public License. The modified software is also released under the GNU GPL License. By executing this agreement, Licensee agrees to the terms of the GNU GPL license at <https://www.samba.org/samba/docs/GPL.html> . SAINT licenses the modified SAMBA NET utility, as a whole, to anyone who comes into possession of a copy. Access to the modified SAMBA NET utility covered under the GNU GPL is available from SAINT at <https://my.saintcorporation.com/resources/SCAP/net.tgz> . SAINT software, other than the modified SAMBA Net utility, is not subject to the GNU GPL.

DISTRIBUTION OF jOVAL(TM) SOFTWARE

The jOVAL(TM) engine is included in the definition of Licensed Software. The SCAP component of the Licensed Software is powered by the jOVAL(TM) engine, and provided as a non-exclusive, non-transferrable license from Farnam Hall Ventures LLC to SAINT, its licensees and third party partners, in accordance with terms and conditions defined by Farnam Hall Venture LLC's OEM Agreement with SAINT Corporation. Licensee acknowledges and agrees that the jOVAL(TM) engine and all permitted copies thereof are Farnam Hall Ventures LLC's exclusive property and constitute a valuable trade secret of Farnam Hall Ventures LLC. With respect to Sections 9, 10, and 12 of the SAINT License Agreement, each such section shall also be applicable to Farnam Hall Ventures LLC as if it were the Licensor. FURTHER FARNAM HALL VENTURES LLC'S LIABILITY TO LICENSEE HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE LESSER OF (I) \$1,000 OR (II) THE TOTAL OF THE LICENSE FEES AND SERVICES CHARGES PAID TO LICENSOR HEREUNDER BY LICENSEE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

Privacy Policy

Statement of Privacy and Responsibility

Carson & SAINT Corporations are committed to ensuring maximum Privacy and Information Security standards.

You will share information with us when you visit our website and use our services. We want to be up front with you regarding the information we collect, how we use it, how we share it, and the controls we give you to access, update, and delete your information. We also want to provide it in a way that is easy to understand. Legal and regulatory requirements are important, but our goal is to minimize any “legalese” that may be confusing. You can also contact privacy@carsoninc.com at any time.

If you are a resident of the European Economic Area, there is information included in our Privacy Policy that is specific to you. We have an entire section related to the General Data Protection Regulation (“GDPR”) at the end of our Privacy Policy. We do not collect Personally Identifiable Information (“PII”) on our website unless you provide it voluntarily. PII is information that we can use to identify you as an individual and may include your name, address, company email, telephone number and any other information that is connected with you personally.

If you are ever asked to provide PII or other confidential information to someone claiming to represent Carson & SAINT Corporations, please notify privacy@carsoninc.com.

If you believe you have discovered a security vulnerability at SAINT or with one of our products or services, please click here: privacy@carsoninc.com.

We are committed to safeguarding the information in our custody and under our control. Our compliance program is dynamic and proactive allowing us to stay abreast of the latest changes and enhancements to the ever-evolving global compliance landscape. We have implemented practical and sound administrative, technical and physical safeguards in an effort to protect against unauthorized access, use, modification and disclosure of this information. This is a responsibility that we take seriously, and we have strong internal controls around change management and employee accountability.

To further demonstrate the priority that SAINT gives to our compliance environment, we have a dedicated Data Protection/ Privacy and Compliance Officer with over 20 years’ experience whose primary function is oversight of our operational risk environment. They serve as our designated Data Protection Officer for the General Data Protection Regulation (“GDPR”). Our hosted product environment resides within a highly secure Web Services environment and they adhere to the strictest compliance standards. They are GDPR, ISO, PCI DSS and SOC-compliant and While we do not accept any online payments or otherwise collect payment information, we believe this proactive compliance indicates the strength of our hosting provider’s information security framework.

Carson and SAINT Security and the EU General Data Protection Regulation (GDPR)

Both Carson and Associates corporation and SAINT Security, corporation. has taken all measures to ensure compliance with the EU General Data Protection Regulation (GDPR) and will continue to monitor the international landscape for recommendations as to enhancements in conjunction with the enforcement of GDPR as of May 25, 2018.

SAINT Security—Privacy Policy

Carson & SAINT Corporations (“**C&S**”, “**Carson & Saint**”, “**Carson**”, “**SAINT**,” “**we**,” “**us**,” or “**our**”) is committed to protecting your applications from vulnerabilities. We have prepared this Privacy Policy to describe our protocol around the collection, use, and disclosure of data related to both Carson and SAINT Products and Offerings (the “**Service**”) or related products and offerings. This Policy is incorporated into and an inherent component of our Terms of Service which can be found in the above EULA. The use of the collected information will be limited to the purpose of providing the Service for which you have engaged us.

Our Privacy Policy is subject to change due to modifications with regulatory agencies, best practices, or enhancements to the compliance and control environment. If we should ever make a substantial change to the way we use your Application Data or Personal Data, we will notify you by sending you an e-mail to the last e-mail address you provided to us and/or by prominently posting notice of the changes on our website. Any material changes to this Privacy Policy will be effective as of the date and time they are updated on our Website. These changes will be effective immediately for new users of our Website or Service. Continued use of our Website, Service, or related products, following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

Information About Our Website

When you visit our website at www.carson-saint.com (the “Website”), we collect your Internet Protocol (“IP”) address as well as other related information such as page requests, browser type, referring and exit pages, the files viewed on our site (for example, HTML pages, graphics, or other), operating system and average time spent on our Website. We use this information to help us understand our Website activity, and to monitor and improve our Website.

Do-Not-Track

There are different ways you can prevent tracking of your online activity. One of them is setting a preference in your browser that alerts websites you visit that you do not want them to collect certain information about you. This is referred to as a Do-Not-Track (“DNT”) signal. SAINT’s website may not recognize or react in response to DNT signals from Web browsers as, currently, there is no universally accepted standard for what a company should do when a DNT signal is detected. At such time as a standard is established, we will assess how to best respond to the signals.

Other Links

Our Website may contain links to other websites that we do not own or operate. We provide these links as a convenience to you, for informational purposes only. These links are not intended as an endorsement of or referral to the linked websites. The linked websites have separate and independent privacy statements, notices and terms of use. We do not have any control over these websites, and therefore we have no responsibility or liability for the manner in which they operate their sites nor what they may collect, use, disclose, secure or otherwise do with personal information. If you choose to click on these links, you will leave our site and be redirected to another site. During this process, a third party may collect Personal or Anonymous Data from you and Carson & SAINT are not responsible for their use of your data. If you are in the European Union and have concerns about your data, you will need to contact the Privacy department of the third party or their designated Data Protection Officer.

Links to our Website may be featured or referenced on other websites that are not under our control and therefore we have no responsibility or liability for the manner in which they operate their sites. Be sure to understand the privacy policies and terms of service of any site you visit. If you believe another entity has posted a link to Carson or SAINT Corporations that is misleading or that compromises the integrity of Carson or SAINT Corporations, please contact privacy@carsoninc.com. Such notifications will be kept in strict confidence.

Social Media

Our website includes social media features, such as Twitter, LinkedIn, Google Circles, etc. If you access these sites, they may collect your IP address, the page on which you are visiting our site, and they may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our website. Your interactions with these features are governed by the privacy policy of the company providing it and not by Carson or SAINT Corporations.

Collection and Use of Information

By submitting Application, Personal or other data or information (the "Data"), or making it available to Carson & SAINT, you agree to the terms of this Privacy Policy and you expressly consent to the processing of your Data in accordance with it.

When you provide us with Data, it is primarily used to respond to requests or to allow us to provide better service to you. Once you become a customer of Carson & SAINT, we may send you a welcome e-mail, administrative e-mail notifications such as security or support and maintenance advisories; send promotional communications, request participation in a survey, send upgrades and special offers related to our Service and for other Contrast-specific purposes. We may contact you by telephone for the purpose of verifying information, reviewing potential vulnerabilities or to solicit feedback.

As we provide web application security services and products, our software is embedded into our clients' web applications to monitor for vulnerabilities and prevent attacks. For the purposes of performing the web application security services on behalf of our clients, we may collect and use Data through our clients' web applications. We do not collect or use personal information through your web applications for any purpose other than to provide the Service to which you have subscribed; this includes providing support and answering questions that you may have about the Service.

"Application Data" means data about the performance of your application, system data (such as version data, names of plug-ins, etc.) about the environment in which your application is operating, data about transactions in your application ("Transaction Data"), stack traces and

extracts of source code for certain classes of errors, and other similar data related to your application.

Any Application Data we collect is used to notify you of vulnerabilities and attacks and to share application performance information with you. We may also aggregate Application Data across multiple accounts and use this data to create and publish industry benchmarks or comparative application performance metrics. By default, we obfuscate any Individual Transaction Data that we collect. You expressly consent to the sharing of your Application Data as described in this Policy.

Choices Regarding Your Information

We offer you choices regarding the collection, use, and sharing of your information. We may, from time to time, send e-mails regarding scheduled maintenance, or that promote the purchase of our Products or Service, etc. You may “opt out” of further communications by following the unsubscribe instructions embedded in the email or by contacting privacy@carsoninc.com. Should you decide to opt-out of receiving future communications, we will advise third-parties with whom we may be associated related to the servicing of your account to ensure you do not receive further communications from them. Regardless of whether you “opt out” or not, we may, but are not obligated to, send you emails and/ or notices related to updates to our Privacy Policy or Terms of Service.

When we delete account information, it will be deleted from the active database, but may remain in our archives. We will otherwise retain your information for as long as your account is active or as needed to provide you with the Service to which you have subscribed. It will also be retained as is necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

We will not disclose, sell or otherwise transfer personal information without your prior consent except as otherwise set out herein or, if applicable, in your Agreement or Contract for Service with us.

We may transfer or disclose personal information as follows:

- In connection with our Website or the Service, we may transfer (or otherwise make available) personal information to third parties who provide services on our behalf. The information is limited to what they need to perform their designated functions, and they are not authorized to use or disclose personal information for their own marketing or other purposes. That condition is, and will continue to be, included in all Agreements that we have with any service provider or third party.
- If Carson & SAINT is involved in a merger, sale or acquisition, we may transfer personal information in connection with the transaction. We will make every effort to notify you in advance of any such merger, sale or acquisition as well as any significant corporate reorganization or change in control.
- Carson & SAINT may be required to provide personal information responsive to requests from a governmental, law enforcement or regulatory agency. We will only disclose personal information in response to:
 - A subpoena, warrant or other process issued by a court of competent jurisdiction;
 - A legal process having the same impact as a court-issued request for information where, if by refusing to do so, we would be in breach of local law and/ or where we or our officers executives or employees would be subject to liability for failing to honor such legal process;

- A situation where such disclosure is necessary for us to enforce our legal rights pursuant to the laws of the jurisdiction from which such information was gathered; or
- Lessening a serious and/ or imminent threat of bodily harm.

Where a disclosure of your information is required under such circumstances, we will promptly notify you, whenever possible, prior to complying with such requirements (to the extent we are not prohibited from doing so). To this end, it is important that you maintain current information with us at all times.

Please note:

- You do not have to register in order to browse our Website. However, if you are interested in a Product Demo, a Free Trial or downloading a whitepaper, for example, you will need to provide a name, company email address and a phone number. We use this information to communicate with you and otherwise administer your use of our Service for a trial period.
- Carson and SAINT do not collect any Personally Identifiable Information (“PII”) unless you provide it voluntarily. We do not collect any financial information online. All Orders are placed and managed directly with a Client Manager.
- Our Website includes a “Careers” link. If you apply for a job with us, you may provide certain personal information about yourself (cover letter, resume, references, eligibility, or other employment-related information). We use this information for the purpose of processing and responding to your application for current and future career opportunities. If you are a resident of the European Economic Area, please see the GDPR Section below.
- Our Website includes a “Contact Us” page. If you use this form, you may provide certain personal information about yourself (name, company email, phone number, company name, the number of employees at your company, your industry, your job function and the location of your company) plus the content of any message you choose to send. We use this information to contact you and will only do so for legitimate business purposes.
- If you subscribe to our Blog notifications, we collect your name, email address and company name. If you post comments on our blog, the information contained in your posting will be stored on our servers and other users will be able to see it. To request removal of your personal information from our blog or community forum, please contact sales@carsoninc.com.
- From time to time, Carson & SAINT may conduct surveys, the results of which drive improved customer service and/ or products. If you choose to participate in one of our surveys, we may collect information such as your name, company email, company phone number, company name, etc.
- If you contact us otherwise to ask a question, provide feedback, file a complaint, etc. you may be asked for information that identifies you (such as your name, company affiliation, email address and/ or a telephone number) along with additional information we may need to promptly and accurately respond. We may retain this information to assist you in the future and to improve our customer service, service offerings, and our Website.

- We also collect other types of Data such as operating system and version, information about your application and operating environment, and other requested information if you contact us via e-mail regarding support for the Service.

The Children's Online Privacy Protection Act ("COPPA")

Carson & SAINT will never intentionally collect data from children who are 13 years of age or younger. If a parent, guardian or other individual suspects that a child 13 or younger has provided data to Carson & SAINT, that individual should immediately report such information to privacy@carsoninc.com. Carson & SAINT will only retain the data for as long as it is necessary to delete the information using every reasonable measure to protect against its unauthorized access or use or to comply with legal or regulatory requirements.

Your California Privacy Rights

Pursuant to California Civil Code Section 1798.83, residents of the State of California have the right to request certain information relating to third parties to which the company has disclosed certain categories of personal information during the preceding year for the third parties' direct marketing purposes. Alternatively, the law provides that a company that has a privacy policy that provides consumers choice regarding sharing personal information with third parties for those third parties' direct marketing purposes, as Carson & SAINT does, may instead provide information on how to exercise that choice. If you would like to opt-out of this type of sharing with third parties, please email us at sales@carsoninc.com with "Opt Out" as your subject line.

The General Data Protection Regulation ("GDPR")

What is GDPR

GDPR addresses the technological changes in the global business environment over the past two decades and seeks to harmonize the approach to data protection across the European Economic Area by establishing a single set of rules and associated penalties for non-compliance. The regulation was adopted on 27 April 2016 and becomes enforceable on 25 May 2018. The GDPR will replace the Data Protection Directive, a 20-year old law with similar requirements to the GDPR, but varying interpretation and application among member states of the European Economic Area, and a lack of enforcement powers. GDPR has a global reach, however, as it even applies to companies who are outside the area that control or process the data of EU subjects, making the GDPR the first global privacy standard.

Carson & SAINT has put processes in place to ensure GDPR compliance and to meet our obligations to our customers and employees. We have appointed a Data Protection Officer to oversee compliance, conducted a full Data Protection Impact Assessment (DPIA), and tuned our current incident response and breach notification policy and process to align with the requirements of the GDPR. We have also implemented business processes to deal with privacy-related requests outside the Carson & SAINT platform and to ensure any requests from your employees directed to us, are made known to you in a timely manner, if applicable.

Lawful Basis for Processing

The GDPR defines 6 lawful bases for processing:

1. **Consent:**an individual has given clear consent for the processing of their personal data for a specific purpose.
2. **Contract:**processing is necessary for a contract that a company has with an individual, or because they have asked a company to take specific steps before entering into a contract.
3. **Legal obligation:**the processing is necessary for a company to comply with the law (not including contractual obligations).
4. **Vital interests:**the processing is necessary to protect someone's life.
5. **Public task:**the processing is necessary for a company to perform a task in the public interest or for a company's official functions, and the task or function has a clear basis in law.
6. **Legitimate interests:** the processing is necessary for a company's legitimate interests or the legitimate interests of a third party unless there is a good reason to protect the individual's personal data which overrides those legitimate interests.

Carson & SAINT processes all data based on Legitimate Interests

Carson & SAINT Products and Services

Carson & SAINT collects limited Corporate and Personal Data. The data we collect can be categorized as:

- data that we control for purposes of Corporate Business to Business marketing efforts,
- data we may collect from your browsing on our public website, and
- data collected from your Company's indication of interest in our product or your application as a part of our security services.

We believe a very important piece of our continued compliance with privacy best practices, as well as compliance with the GDPR, is to ensure that we hold our vendors and sub-processors accountable for their security and privacy commitments. Carson & SAINT has a robust Third-Party Vendor Management program, and we frequently assess all third parties for continued compliance with their security, privacy and confidentiality commitments.

Cookies: As mentioned in our overarching Privacy Policy, our Website uses a technology called "cookies". If you decide not to accept cookies from our Website, certain features may not function as designed. You may also remove cookies.

Do-Not-Track: There are different ways you can prevent tracking of your online activity. One of them is setting a preference in your browser that alerts websites you visit that you do not want them to collect certain information about you. This is referred to as a Do-Not-Track ("DNT") signal. Carson & SAINT's website may not recognize or react in response to DNT signals from Web browsers as, currently, there is no universally accepted standard for what a company should do when a DNT signal is detected. At such time as a standard is established, we will assess how to best respond to the signals.

Notice to End Users

Where our Services are made available to you through an organization (e.g. your employer), that organization is the administrator of the Services and is responsible for the accounts and/or Service sites over which it has control. If this is the case, please direct your data privacy questions to your administrator, as your use of the Services is subject to your organization's policies. We are not responsible for the privacy or security practices of an administrator's organization, which may be different than this policy.

Even if the Services are not currently administered to you by an organization, if you use an email address provided by an organization (such as your work email address) to access the Services, then the owner of the domain associated with your email address (e.g. your employer) may assert administrative control over your account and use of the Services at a later date. Please contact your organization or refer to your administrator's organizational policies for more information.

Subject Access Requests

A subject access request is a written request for personal information/ personal data held about you by us. You have the right to see what personal information we hold about you. You are entitled to be given a description of the information, what we use it for, who we might pass it on to, and any information we might have about the source of the information. However, this right is subject to certain exemptions or restrictions that are set out in the GDPR.

Data Protection Officer and Subject Access Requests

To make a Subject Access Request, email **GDPR@carsoninc.com** or write:

Mary Whelan, Data Protection Officer
Carson and SAINT
4720 Montgomery Ln, Bethesda, MD 20814

The GDPR requires that we provide you with the following information:

1. **Company Name:** Carson & SAINT Corporation

Address:

4720 Montgomery Ln, Bethesda, MD 20814

Phone: (001) 800.596.2006

2. Data Protection Officer: Mary Whelan
whelanme@carsoninc.com
GDPR@carsoninc.com
(001) 800.596.2006