EarthRanger™ — Customer Data and Privacy Policy

Last Updated: October 1, 2021

This Customer Data and Privacy Policy ("**Privacy Policy**") describes the online data privacy policies and practices of The Allen Institute for Artificial Intelligence ("**AI2**" or "**we**") with respect to Customer Data. As used herein, "**Customer Data**" means any data or information that is uniquely entered or uploaded by a user, whether manually or through integration with another data source (e.g. sensor or radio) ("**Integrated Product**"), into AI2's cloud-based, software-as-a-service Domain Awareness System currently known as EarthRanger™ (the "**SaaS Service**"). All capitalized terms used but not defined in this Privacy Policy will have the meanings given in the End User License Agreement ("**EULA**"). If you have a User Account, or access or use EarthRanger Services, you individually and on behalf of your Customer Site ("**you**" or "**Customer**"), hereby accept and agree to the EULA and consent to AI2's policies, collection, storage, use and disclosure of your Customer Data as described in this Privacy Policy.

If you do not agree with any of the terms, your sole and exclusive remedy is to discontinue your use of all EarthRanger Services. AI2 may modify or amend this Privacy Policy at any time and in its sole discretion. AI2 will provide notice of any changes by updating the "last updated" date on this page, and notify you of any material changes in accordance with the additional notice methods described in the EULA. Please check back on the EULA and Privacy Policy from time to time, as your continued use of EarthRanger Services following any changes constitutes your acceptance of the updated terms, and it is solely your responsibility to review for any updates.

AI2's responsibilities and practices described herein only apply to Customer Data that AI2 collects through EarthRanger Services, which AI2 currently stores and maintains within a secured server in accordance with industry standards ("**Customer Server**"). AI2 is not responsible or liable in any way for Customer Data or copies of Customer Data, in any form or medium, that reside outside of the Customer Server. AI2 is also not responsible or liable to you or others for any Customer Data residing in the Customer Server that may be copied, moved, transferred, or incidentally stored outside of the Customer Server ("**Transferred Data**"). Transferred Data may result in the following ways: (1) any direct action by you, (2) any direct action by AI2 as requested, authorized, or agreed by you, (3) any direct action by a third party (e.g. EarthRanger channel partner) as requested, authorized, or agreed by you, or (4) any direct or indirect action through the use of an Integrated Product or any other third party hardware, software, or service that is used with the SaaS Service (collectively, "**Third Party Products**"). You understand and agree that use of any Third Party Products will be subject to the applicable third party's terms and privacy policy ("**Third Party Terms**"), which may contain different policies and practices from this Privacy Policy regarding the third party's collection, storage, and use of your data.

1. Protection of Your Customer Data

We will only use your Customer Data entered through the SaaS Service to provide you EarthRanger Services and will only store your Customer Data in a designated Customer Server. Unless you provide explicit permission or agree in writing, AI2 will never go into the Customer Server and access your Customer Data, except in the following circumstances: (1) as necessary for AI2's or its authorized deployment or channel partner's ("**Channel Partner**") support personnel (collectively, "**Support Personnel**") to provide Support Services to you, such as to investigate, fix, or conduct maintenance work on any technical issues or problems affecting your use of the SaaS Service, (2) as part of any user training for your Customer Site, (3) as required by a court or government order, (4) to satisfy or comply with legal obligations and applicable laws, or (5) as needed to implement, integrate, or enable your use of any Third Party Products with the SaaS Service. Customer Data does not include Derived Data, which

AI2 may use for various purposes as explained below. "**Derived Data**" means non-specific, aggregated data derived from Customer Data, which in its derived form cannot be externally used to identify your Customer Site or reveal any specific details about your Customer Site.

2. Technical System Function and Monitoring
This section describes the Derived Data collected from the SaaS Service, what the source of such data is, and the purpose of AI2's collection and use.

2.1. System Status

<u>Description:</u>	Derived Data that contains systems information about the SaaS Service. This includes the status of servers at a high level, including technical measurements like CPU load and memory usage.
<u>Customer Data Accessed:</u>	None.
<u>Source of Data:</u>	Cloud-based server monitoring tools, including Amazon and Microsoft Azure tools, as well as the monitoring software Nagios. These monitoring tools are governed by Third Party Terms.
<u>Purpose:</u>	To monitor and ensure the proper functioning of all systems involved in the EarthRanger infrastructure. Also used to provide information to Support Personnel to help them predict, be aware of, and solve system issues.
<u>Retention:</u>	None.
<u>Who has Access:</u>	Support Personnel.

2.2. Server Error Logs

<u>Description:</u>	Server log files that describe unexpected behavior encountered by the software.
<u>Customer Data Accessed:</u>	As of January 2019: AI2 will do its best to not log sensitive data, however software packages that the SaaS Service depends on might log data that were related to the unexpected behavior, so it's possible that very small snippets of site-specific, sensitive data are included. By mid-2020: AI2 logs information about errors that occur in the EarthRanger software, but no site-specific, sensitive information is included in those logs.
<u>Source of Data:</u>	Log files kept on EarthRanger servers, aggregated to a well-known log aggregation service called ElasticSearch. These server logs are subject to Third Party Terms. Server logs do not include Customer Data or Derived Data.
<u>Purpose:</u>	For awareness of errors of the SaaS Service when they occur and assistance in debugging them.
<u>Retention:</u>	Log entries get permanently deleted two weeks after they are originally recorded.
<u>Who Has Access:</u>	Support Personnel and AI2 developers who may receive segments of logs to aid in debugging or other technical issues with the SaaS Service.

2.3. Device Integration

<u>Description:</u>	Derived Data that contains aggregated information about the functioning of devices, such as device count and usage, of Integrated Products. We do not retain information about specific devices or the specific data coming from them.
<u>Customer Data Accessed:</u>	None.
<u>Source of Data:</u>	Log files kept on EarthRanger servers, aggregated to a well-known log aggregation service called ElasticSearch. These server logs are subject to Third Party Terms. Server logs do not include Customer Data or Derived Data.
<u>Purpose:</u>	Monitor and ensure the proper functioning of integrations between Integrated Products and the SaaS Service. Provide information to Support Personnel to help them predict, be aware of, and solve system issues. Also used for tracking device usage to make improvements to the SaaS Service. Some information, aggregated at a very high level, may be used for marketing purposes (e.g. "EarthRanger is integrated with x,xxx sensors throughout Africa").
<u>Retention:</u>	No longer than two weeks.
<u>Who Has Access:</u>	Key Support Personnel and AI2 developers who may receive segments of logs to aid in debugging or other technical issues with the SaaS Service.

2.4. Product Usage and Enhancement

<u>Description:</u>	Derived Data that contains aggregated information about how the system is being used, including the number of users accessing the SaaS Service, what features users may access, and how long or how often users are using them. This strictly excludes any Customer Data that a user actually enters through the SaaS Service while using those features. If you enter a "Role" parameter as part of your profile in your User Account, we use such information for grouping usage information based on the role (i.e. user type), and not by specific user.
<u>Customer Data Accessed:</u>	None.
<u>Source of Data:</u>	Web analytics tools like Google Analytics. Such tools are subject to Third Party Terms.
<u>Purpose:</u>	Gain insights and measure how useful certain features are for your Customer Site in order to improve such features and/or the SaaS Service overall. We also use this information to test new versions of features against previous versions to make sure they have a positive impact with our changes. AI2 might occasionally use this information to engage with you or other users that do not appear to be using certain aspects of the SaaS Service to see if we can help via training, additional features, etc. In addition, leveraging Derived Data about users' "Role" parameters allows for such data on engagement and feature adoption to be more specific to the types of users using it. For example, we may not expect all users as a whole to be using the "Export Reports" feature, but we may want to

understand how much certain users like park managers use that feature in order to evaluate the effectiveness of that feature.

Retention: None.

Who Has Access: Support Personnel.

2.5. Impact

Description: Derived Data containing aggregated reports and/or incident information captured through the SaaS Service. For example, aggregated counts of things like the number of snares found, the number of arrests made, total ranger patrol distances that EarthRanger helped plan, etc. The Derived Data does not include information that uniquely identifies a device, person, animal, or any other asset specific to your Customer Site.

Customer Data Accessed: None. The Derived Data may include geographic information summarized at the country or continent level, but specific locations will only be recorded with Customer approval.

Source of Data: EarthRanger database.

Purpose: Our goal is to help protected area managers in their efforts to save animals and the true measure of success is how those animals fare over time. Our best proxy for that measurement are the metrics that we can glean from reports and incidents. AI2 is committed to make ongoing developments to the SaaS Service to make improvements of these metrics. Some of the numbers from the Derived Data might be used for marketing materials, but only at a highly aggregated level that obfuscates the participation of your Customer Site.

Retention: None.

Who Has Access: Only Support Personnel and AI2 senior management will have access to these Derived Data to help assess EarthRanger as an impact investment for your Customer Site.

3. Integrated Products

In order to develop integrations between the SaaS Service and Integrated Products, AI2 may need access to the data created by those Integrated Products ("**Product Data**"). For example, to integrate sensors, AI2 may need to access the sensor data that resides in the manufacturer's software. Depending on the manufacturer, the level of access needed to work with the Product Data will vary. This may range anywhere from access via an API token or temporary administrative level access to Customer's product account. Where access credentials are necessary, AI2 may request them from Customer Site administrators via a secure WhatsApp channel ("**Secure Channel**"). Only a limited number of authorized employees and contractors on the EarthRanger team at AI2 will have access to the Secure Channel. We may share those credentials with a subset of the EarthRanger development team, consisting only of those team members who need access for development purposes. Once development and integration is complete, AI2 will notify Customer that the credentials are no longer necessary. Customer may choose to delete the message history in the Secure Channel and/or change the passwords, per Customer's own policies. The SaaS Service stores access information at the system level so that it can continue to access

Product Data from the Integrated Product for use with the SaaS Service. Depending on the nature of the integration and the Integrated Product in question, such access information may take different forms and be stored in different ways. For more information on integrations, and our collection and storage of access information for any specific Integrated Products, please send an email to support@earthranger.com.

4. Support Accounts

In order to set up your Customer Site with the SaaS Service, Support Personnel providing the implementation will need administrative access as part of the default configuration of your Customer Site. Once your Customer Site's set-up is complete, Customer may choose to keep or remove AI2 or Channel Partner's administrative access. Varying levels of access may also be necessary for Support Personnel to provide Support Services to you and address technical issues, reports and requests as further described in the Service Level Agreement ("**SLA**"). If such access is necessary, Support Personnel will request the appropriate level of access from you. You may create login credentials for Support Personnel to have access via a standing or a temporary support account ("**Support Account**") and may provide the credentials through the Secure Channel. If you deny such access, Support Personnel will be unable to resolve the issue and therefore will not be liable for failing to meet any support obligations described in the SLA. Once you create a Support Account, you may also disable it at any time, but Support Personnel may need access again to address any future support issues. For questions about Support Accounts or general support information, please send an email to support@earthranger.com.

5. National Sovereignty of Data

AI2's storage and handling of Customer Data may vary based on the country and jurisdiction of your Customer Site where the SaaS Service is deployed. Some countries have laws that require certain data to reside in that country. Kenya, for example, requires that data from Kenyan parks reside in Kenya. If your Customer Site is located in Kenya or a country that has equivocal data protection laws, AI2 will, where required, certify that it will not store your Customer Data at rest outside of your Customer Site's country. We differentiate between "data at rest" (data that is ultimately stored in a Customer Server) and "data in motion" (data that is actively moving from one location to another across the internet or a network). Data in motion may use networks or services outside of your Customer Site's country in order to transmit information from your computer through the web. For clarity, the data storage requirements described in this Section concern AI2's storage and handling of your Customer Data only, and not Transferred Data or Product Data. This also does not include Derived Data, which may be stored outside of your Customer Site's country, regardless of its jurisdiction. Please see Section 7 (General EarthRanger Privacy Policy) below for more information related to AI2's collection and use of Derived Data.

6. Customer Data Retention

As provided in the EULA, upon any termination of the SaaS Service, AI2 will make your Customer Data available to you for a period of one year following the termination date in a commonly used, industry-accepted format, or as mutually agreed in writing between you and AI2.

7. General EarthRanger Privacy Policy

In addition to AI2's practices on Derived Data as described in Section 2 (Technical System Function and Monitoring) above, please refer to the general EarthRanger Privacy Policy ("**EarthRanger General Privacy Policy**") on the EarthRanger™ main website https://earthranger.com/ for more information on AI2's general policy on the collection, storage, and handling of your information, *other than Customer Data*, in connection with the EarthRanger Services. For example, if you download, access or use any Applications, the EarthRanger General Privacy Policy will apply to the data collected through your use of such Applications.

8. Order of Precedence

You acknowledge and agree that by using EarthRanger Services, you are consenting to this Privacy Policy and the [EarthRanger General Privacy Policy](#). To the extent there is any conflict between the [EarthRanger General Privacy Policy](#) and this Privacy Policy, this Privacy Policy will govern and take precedence specifically with respect to your Customer Data. If you and AI2 enter into any other written agreement signed by AI2's authorized signatory, and it contains express terms that reference and supersede this Privacy Policy regarding your Customer Data, you agree that to the extent of any conflict, such other agreement will take precedence over this Privacy Policy.

9. Questions

For any questions related to this Privacy Policy, please send an email to info@earthranger.com.