

Survalent User Portal Privacy Statement

Last updated: March 31, 2014

Protecting the privacy and confidentiality of our Users' information is a core value of Survalent. Because we believe it is critical to each and every business relationship, we continue to give this issue the due care and attention it deserves as we extend our relationship with our Users into the Survalent User Portal (User Portal) environment. We welcome you to take full advantage of the User Portal's capabilities, and we want to fully inform you of the established privacy practices as described in this Privacy Statement.

USER PORTAL PRIVACY STATEMENT

The User Portal is an online service designed to help you, our Users, to access and download our product information, share ideas, manage your support cases, and interact with our product support professionals. The User Portal is a tool that assists Survalent in serving you better.

This statement sets forth the privacy policy for the User Portal. This statement applies to all Survalent Services accessed through User Portal unless you are notified that a different privacy statement applies to a particular Service.

HOW USER PORTAL USES YOUR INFORMATION

User Portal is a business only website and it acts solely in a business capacity. To use the User Portal, you must be a registered user authorized by your company (which is either a User, or a third party service provider to a User that has been authorized by the User) to access the User Portal. In the registration process, a company representative may provide us certain information about you to enable User Portal to set up an account for you on the system. Normally, this information includes your first and last name, title, email address, postal address, and office telephone number.

Because your use of the User Portal is for the benefit of your company, in authorizing your use, we may provide information about your use of our Services to your company. You have the option to terminate your use of User Portal through a written notice. Such requests will terminate your ability to use the User Portal site and the material therein and may affect your rights under applicable agreements with Survalent.

User Portal does not sell, distribute or disclose personal information to any unaffiliated third parties, except :

- (i) when you have given your permission,
- (ii) when required by law, regulation or professional standards,
- (iii) as stated in this privacy statement, or
- (iv) when reasonably related to a sale or other disposition of all or part of Survalent's business.

Personal information is only collected and used for the purpose of delivering User Portal Services to you. Such Services include advising you about our products, services and other opportunities in which you have expressed interest, maintaining your accounts with us, processing requests by you or other persons authorized by you, and administering our business.

SENSITIVE PERSONAL DATA

The User Portal does not intentionally collect any sensitive information via this site unless legally required to do so. Sensitive personal information includes race or ethnic origin, political opinions, religious or other beliefs, trade union membership, physical or mental health, sexual life or criminal records and in some cases social security numbers or financial information. Survalent works to protect the confidentiality and security of such information it obtains in the course of business. Access to such information is limited and policies and procedures are in place designed to safeguard the information from loss, misuse and improper disclosure.

SURVALENT USER COMMUNITY (COMMUNITY). The Community collaboration space is a Survalent feature of User Portal and poses privacy implications of which you should be aware. When you post a message to a discussion, or create other entries in the space, your posting will be available to all authorized viewers. The Community space may be viewed by those users whom your company has authorized access and by any user with access to the User Portal, in accordance with the **Terms of Use (TOU)** of the User Portal. This may include any third parties that your company has authorized to have access. Also, authorized Survalent account managers and administrators have access to the discussions for purposes of carrying out discussion moderator and site management responsibilities.

When you compose a submission to a User Portal Service, you disclose the information to Survalent for review and analysis. Your initial submission and our initial response are private to you as the User. If we post the submission and response for other User Portal users to see, it will first be edited so that information that would otherwise directly identify you and/or the User's company is removed. Survalent may further modify the original submission and response for privacy and editorial purposes as required.

INTERNET TOPICS

Here is how and why we use some common Internet technologies to help manage our Internet-enabled services on User Portal:

Cookies. A "cookie" is a small piece of information that we may provide to your browser while you are at our site. The User Portal may supply your browser with cookies that contain a unique identifier used to provide assurance that access to certain proprietary and third-party content is limited only to authorized users. The consequence of not accepting cookies may be that a registered user is denied access to these protected content items.

Web Site Usage Data. With or without cookies, The User Portal keeps track of usage data, such as the source addresses that page requests come from, IP addresses or domain names, the dates and times of the page requests, the referring web sites, and other parameters in the URLs. This information is stored in log files and is not linked to other User information. We use this data to better understand site usage in the aggregate and for aggregated statistical reporting. We may also use this information to track your individual usage, and we may report on such usage to your company and to Survalent personnel.

Third Party Sites. The User Portal includes various links to third party sites not controlled by Survalent. Such links may also appear in documents posted by users. On these sites, third parties and others may collect information about you. We are not responsible for the actions of these parties and our privacy policy does not extend to such sites. Please review the privacy policies of any third party sites that you visit from the User Portal to learn more about why and how Survalent collect and use information.

USER PORTAL FEEDBACK AND SUPPORT

Feedback. If you desire feedback or response to a query about the User Portal service, you may fill out a feedback request. We ask for your name and e-mail address as part of your request. We use your contact information in order to respond to your query or request for feedback, and to contact you regarding service updates or specific support questions. We may also contact you for additional opportunities to provide feedback on our products and services. We may access the information that we need in order to fulfil your requests or reply to your inquiries. We retain records about customer service and technical service requests that you may make. We do not use these records for purposes other than to service your request, maintain appropriate business records, and assess and improve our services.

Online Support. The User Portal may offer support to users via an online chat interface from the site. When a site user connects to the chat interface, some personally information is transmitted to the User Portal support agent. This information allows the agent to be able to respond to users' questions and requests about the site and its content, as well as to help ensure that the user is able to use the site to its potential. Transcripts of chats between users and the User Portal team are stored on a secure server where they may be accessed by Survalent for measurement reporting and support purposes.

ACCESS TO PERSONAL INFORMATION BY THIRD PARTIES

In some cases, we employ or work with consultants, temporary workers, software developers, or outsourcers to complete a business process or provide a service (e.g., offering online advice, sending e-mail messages on our behalf). When we employ these agents or offer their services to our Users, we may need to provide them information about your account and participation with our services. These agents or developers are prohibited through their contracts with us from using that information or disclosing it for purposes other than to offer or complete the service that we are outsourcing. Our general principle is that the User Portal will not transfer personal information to a third party acting as an agent, unless the party is subject to local regulations that hold them to an equivalent standard of personal data compliance as that required by Survalent.

GLOBAL TRANSFERS OF DATA

Transfers of information permitted under our policy include the transfer of data from one jurisdiction to another, including transfers to and from Canada and the United States of America. Because privacy laws vary from one jurisdiction to another, your personal information may be transferred to a jurisdiction where the privacy laws provide less or different protection than your home jurisdiction.

DATA QUALITY

The User Portal wants to keep your personal information accurate. Upon receipt of sufficient information to confirm your identity, the User Portal will provide you with access to your personal information so that you may update and correct your information while logged on to the service. You will be able to review and modify your personal profile and site preferences.

DATA SECURITY AND INTEGRITY

We protect information as a core aspect of our business. We recognize industry standards and employ security safeguards to protect information from unauthorized access and misuse. Furthermore, we take necessary steps to ensure that the information used to process requests you submit to us is accurate and current. As we exchange information about your account, or other aspects of your involvement with

the User Portal, over the Internet, we maintain physical, electronic and procedural safeguards to protect the information through our service provider of the User Portal.

Our security measures are intended to comply with applicable laws and industry standards; however, you should be aware that the Internet may be an unsecure environment and communications to and from the User Portal may be observed by a third party while in transit. Survalent cannot be responsible for security of information on or transmitted via the Internet.

CONTACT US

If you have any questions or concerns regarding your privacy while using the User Portal, you should email the Survalent User Portal at support@survalent.com

NOTIFICATION OF CHANGES

If changes are made to the substance of the site's privacy practices and specifically to this Privacy Statement, the pending changes will be posted on the site for 30 days prior to the new statement and practices going into effect. We will also take commercially reasonable measures to notify users and obtain written or active e-mail consent from users if there are any plans for User Portal to use the information collected from the user in a manner different from that stated at the time of collection.