

# USER AGREEMENT

THIS USER AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND REAL DYNAMICS, LLC (“Real Dynamics”) GOVERNING YOUR USE OF ALL SOFTWARE HOSTED BY REAL DYNAMICS AND THE SERVICES OUTLINED IN THIS USER AGREEMENT. REAL DYNAMICS IS UNWILLING TO LICENSE OR OTHERWISE AUTHORIZE YOUR USE OF THE SOFTWARE LICENSED OR THE OTHER SERVICES PROVIDED HEREIN EXCEPT ON THE TERMS CONTAINED IN THIS USER AGREEMENT. YOUR USE OF THE SOFTWARE SHALL CONSTITUTE AN ACCEPTANCE BY YOU OF THE TERMS OF THIS USER AGREEMENT. IF YOU DO NOT WISH TO AGREE TO THE TERMS OF THE USER AGREEMENT, DISCONTINUE ALL USE OF THE SOFTWARE.

**THIS USER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF REAL DYNAMICS’S OBLIGATIONS AND RESPONSIBILITIES TO YOU, AS LICENSEE OF THE SOFTWARE AND USER OF THE REAL DYNAMICS SERVICES, AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF REAL DYNAMICS RELATING TO THE SUBJECT.**

**THIS USER AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES (see Section 8), EXCLUSIVE REMEDIES (see Section 8), AND LIMITATIONS ON LIABILITIES (see Section 9), ALL OF WHICH FORM AN ESSENTIAL BASIS OF THIS USER AGREEMENT.**

## 1. Definitions.

“Real Dynamics Documentation” is the user manuals for Real Dynamics Software.

“Real Dynamics Parties” is Real Dynamics, its affiliates, service providers, licensors, and suppliers.

“Real Dynamics Services” is the configuration of hardware, network, software, and Internet portal that Real Dynamics’s third-party suppliers provide for your use in hosting the Software.

“Real Dynamics Software” is RealDynamics, the proprietary application software hosted by Real Dynamics’s third-party suppliers, including, without limitation, enhancements, upgrades, modifications, new versions, and replacements.

“Support Software” is the configuration of software that Real Dynamics provides for your use of the Real Dynamics Software, including, without limitation, enhancements, upgrades, modifications, new versions, and replacement software.

"Software" is the Real Dynamics Software and the Support Software.

## 2. **License for the Real Dynamics Services and Software.**

a. **In General.** Subject to the terms and conditions of this User Agreement, Real Dynamics agrees, through a third party vendor, to host the Software and provide certain support services. Use of the Software depends on your compliance with this User Agreement. Subject to the terms and conditions of this User Agreement, the scope of your use of the Software depends on the subscription you purchase.

b. **Software License.** Real Dynamics hereby grants to you, and you accept, a limited, nonexclusive license to use the Software in object code form only, and the Real Dynamics Documentation, only as authorized in this Agreement.

c. **Support Software Licenses.** Certain programs contained in the Support Software may be provided with their own license agreements and are licensed under the terms of the agreements provided with them.

d. **Hosting of the Software.** For the term of, and in accordance with the terms and conditions of, this User Agreement, Real Dynamics will, through third parties, provide facilities, equipment, and programming, collectively making up a host data center (the "Real Dynamics Services"), as necessary to provide you access to the Software via the Internet. You will be responsible for providing your own Internet access and computer equipment needed to access the Real Dynamics Services.

e. **Limitation on use of Real Dynamics Services and Software.** You agree:

i. you are responsible for the evaluation and selection of, as well as for the results obtained from, the Real Dynamics Software;

ii. you are responsible for complying with all rules and regulations relating to the Real Dynamics Services sent to you by email or other electronic means as they may be amended from time to time;

iii. to use the Real Dynamics Services and the Software only for processing your business data and in accordance with the terms and conditions of this User Agreement;

iv. to permit only authorized users, who possess rightfully obtained usernames and passcodes, to use the Software or to view the Real Dynamics Documentation;

v. not to make the Software, the Real Dynamics Documentation, or any username or passcode available to any third party, including, without limitation, in any form by rental, service bureau, hosting, time sharing arrangement, or demonstration of the Software to any third party;

- vi. to use your best efforts to cooperate with and assist Real Dynamics in identifying and preventing any unauthorized use, copying, or disclosure of the Software, the Real Dynamics Documentation, or any portion thereof;
- vii. not to reverse assemble, reverse compile, or otherwise translate any Software;
- viii. not to use the Real Dynamics Services in any way that is unlawful, or which harms a Real Dynamics Party, as determined by Real Dynamics in its sole discretion;
- ix. not to interrupt, or attempt to interrupt, the operation of the Real Dynamics Services in any way;
- x. not to restrict, in any way, any other authorized user from using the Real Dynamics Services;
- xi. not to attempt to breach the security of the Real Dynamics Services or the Software;
- xii. not to access, or attempt to access, data belonging to third parties;
- xiii. to ensure that anyone who uses the Software (accessed either locally or remotely) does so only for your authorized use and complies with the terms of this User Agreement;
- xiv. to notify Real Dynamics, in writing, as soon as is reasonably possible, if you learn of any actual or threatened infringement or piracy of the Software, or if any infringement or piracy claim is made against you by a party other than Real Dynamics in connection with your use of the Software;
- xv. to provide accurate, current, and complete information on your legal name, address, email address, phone number, and other information reasonably requested by Real Dynamics, and to keep such information updated; and
- xvi. to be responsible for all electronic communications sent by you to Real Dynamics, through Real Dynamics Services or in your account.

f. **Updates and Upgrades to Software.** Real Dynamics reserves the right to, but shall not be obligated to, provide error corrections, enhancements, upgrades, modifications, and new versions for the Software.

g. **Facilities.** Except as otherwise expressly stated herein, you are responsible for obtaining, installing, configuring and maintaining all equipment, (including, without limitation, gateways and firewalls), network, software, wiring, power sources, telephone connections, and communications services necessary for inter-connection with Real Dynamics Services or otherwise for use in conjunction with the Real Dynamics Services ("Facilities"). You are responsible for ensuring that the Facilities are compatible with Real Dynamics's requirements and the Software. Real Dynamics is not responsible for the availability, capacity, or condition of any Facilities.

h. **Access to Real Dynamics Services.** Real Dynamics reserves the right to deny access to the Real Dynamics Services to anyone at any time.

i. **Transmission of Data.** You understand that the technical processing and transmission of electronic communications is fundamentally necessary to your use of the Real Dynamics Services. You expressly consent to Real Dynamics's interception and storage of electronic communications, and you acknowledge and understand that your electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned, operated, or both by Real Dynamics. You acknowledge and understand that changes to your electronic communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices.

### 3. **Reservation of Rights.**

All rights not expressly granted to you pursuant to this User Agreement are reserved to Real Dynamics.

### 4. **Monitoring.**

To the maximum extent permitted by applicable law, you grant Real Dynamics the right to monitor the Software, the Real Dynamics Services, and your use of each, and to disclose such information in the event that Real Dynamics, in good faith, believes it is necessary for purposes of ensuring your compliance with this User Agreement, and protecting the rights, property, and interests of Real Dynamics Parties.

### 5. **Subscription Fees.**

The subscription fees paid by you are paid in consideration of the license granted and services provided under this User Agreement. Except as stated in Article 7 and Article 8, Real Dynamics does not refund subscription fees. By accepting this User Agreement you fully understand that once subscription fee payment is made to Real Dynamics you will have no recourse for receiving a refund of any part of the fees.

## 6. **Proprietary Protection of the Software.**

You acknowledge that the Real Dynamics Software and the Real Dynamics Documentation are proprietary to Real Dynamics, and the Real Dynamics Software and the Real Dynamics Documentation are protected under United States copyright, trade secret, patent, and trademark laws, and international treaties. You further acknowledge and agree that, as between you and Real Dynamics, Real Dynamics owns and shall continue to own all right, title, and interest in and to the Real Dynamics Software and the Real Dynamics Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This User Agreement does not grant you any ownership interest in or to the Real Dynamics Software or the Real Dynamics Documentation, but only a limited right of use that is revocable in accordance with the terms of this User Agreement.

You may not use, display, reproduce, create derivative works of, re-license, sell, or distribute the Software, or any portion thereof, except as otherwise provided in this User Agreement.

You acknowledge that Real Dynamics does not grant any license or other right to use any of its trademarks, service marks, copyrightable material, or other intellectual property, except as expressly provided in this User Agreement.

You acknowledge that, in the event of your breach of any of the provisions of this Section, Real Dynamics will not have an adequate remedy at law. Therefore, Real Dynamics shall be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Real Dynamics's right to obtain injunctive relief shall not limit its right to seek further remedies.

## 7. **Indemnification.**

a. **By Real Dynamics.** Real Dynamics will, at its expense, indemnify and hold you harmless against any claims made by an unaffiliated third party that the Real Dynamics Software infringes its patent, copyright, or trademark, or misappropriates its trade secret; provided (i) you notify Real Dynamics, in writing, not later than 20 days after you receive notice of the claim, (ii) you give Real Dynamics sole control of the defense and any settlement negotiations, and (iii) you cooperate with Real Dynamics in defending against or settling the claim. Real Dynamics's obligation of indemnification will not apply to the extent that the claim is based on (i) your use of the Real Dynamics Software after Real Dynamics notifies you to discontinue use due to such a claim; (ii) your combining the Real Dynamics Software with non-Real Dynamics product, data, or business process, including third party add-ons or programs; (iii) damages attributable to the value of the

use of a non-Real Dynamics product, data, or business process; (iv) your altering or modifying the Real Dynamics Software, including any modifications by third parties; or (v) your use of the Real Dynamics Software in violation of this Agreement. You will reimburse us for any costs or damages that result from these actions.

If Real Dynamics receives information concerning an infringement or misappropriation claim related to the Real Dynamics Software, Real Dynamics may, at its expense and without obligation to do so, either (i) procure for you the right to continue to run the Real Dynamics Software or (ii) modify the Real Dynamics Software or replace it with a functional equivalent to make it non-infringing, in which case you will stop using the allegedly infringing Real Dynamics Software immediately. If, as a result of an infringement or misappropriation claim, your use of the Software is enjoined by a court of competent jurisdiction, Real Dynamics will, at its option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license granted in this Agreement. This Section 7.a. constitutes your exclusive remedy for third party infringement and trade-secret misappropriation claims.

b. **By You.** You hereby agree to indemnify, defend, and hold harmless Real Dynamics from and against any and all claims, proceedings, damages, liability, and costs (including reasonable attorney's fees) incurred by Real Dynamics in connection with any claim arising out of (i) any breach or alleged breach of any of your obligations set forth in this User Agreement, and (ii) your use of the Software, or the use by any party related to you, or any party acting upon your authorization in a manner that is not expressly authorized by this User Agreement, regardless of the type or nature of the claim. You shall cooperate as fully as reasonably required in the defense of any claim. Real Dynamics reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Real Dynamics.

#### **8. Limited Warranties; Disclaimer of Warranties.**

a. **Real Dynamics Software Limited Warranty; Exclusive Remedy.** Real Dynamics warrants to you that the performance and functionality of the Real Dynamics Software, in all material respects, meet the specifications set forth in the Real Dynamics Documentation for the Real Dynamics Software licensed by you. Real Dynamics does not warrant that the Real Dynamics Software will be error-free. Your sole and exclusive remedy for Real Dynamics's breach of this limited warranty shall be that Real Dynamics shall use commercially reasonable efforts to modify the Real Dynamics Software to meet the performance and functionality specifications, in all material respects, described in the Real Dynamics Documentation, and if Real Dynamics is unable to restore such performance and functionality, you shall be entitled to terminate this User Agreement and shall be entitled to receive a pro-rata refund of the subscription fees paid for under

this User Agreement for your use of the Software and Real Dynamics Services for the terminated portion of the term. Real Dynamics shall have no obligation with respect to a warranty claim unless notified of such claim within 60 days of the first instance of any material performance or functionality issue. Any notice required to be sent pursuant to this Section 8 must be provided electronically to Real Dynamics at Info@RealDynamics.com.

b. **No Virus Warranty.** Real Dynamics warrants that the Real Dynamics Software and Real Dynamics Services shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

c. **Warranty of Title.** Real Dynamics warrants to you that Real Dynamics is the owner of the Software or otherwise has the right to grant to you the license to use the Software as set forth in this User Agreement without violating any proprietary rights of any third parties.

d. **Disclaimer. EXCEPT AS PROVIDED IN THIS SECTION, REAL DYNAMICS DISCLAIMS, TO THE EXTENT AUTHORIZED BY LAW, ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (i) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WORKMANLIKE EFFORT; (ii) WARRANTIES ARISING THROUGH COURSE OF DEALINGS OR USAGE OF TRADE; AND (iii) WARRANTIES THAT THE SOFTWARE WILL BE ERROR-FREE. WITHOUT LIMITING THE FOREGOING, REAL DYNAMICS EXPRESSLY DISCLAIMS ANY WARRANTY ARISING FROM ADVICE OR INFORMATION PROVIDED BY REAL DYNAMICS OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE. THIS DISCLAIMER APPLIES TO ANY EXPENSES, DAMAGES OR INJURY, REGARDLESS OF THE CAUSE, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTUOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION.**

e. **Third Party Hosting of Software and Data. THIRD-PARTY SUPPLIERS PROVIDING HOSTING FOR THE SOFTWARE, STORAGE OF YOUR DATA AND OTHER REAL DYNAMICS SERVICES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF REAL DYNAMICS. REAL DYNAMICS IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY DAMAGES OR EXPENSES RESULTING THEREFROM.**

9. **Limitation on Liability; Cumulative Liability.**

**IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY,**

**OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR SIMILAR LOSSES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY SET FORTH IN THIS SECTION 9 IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY IS DEEMED UNENFORCEABLE.**

**REAL DYNAMICS'S CUMULATIVE LIABILITY TO YOU OR ANY PARTY RELATED TO YOU FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS User Agreement, INCLUDING WITHOUT LIMITATION REAL DYNAMICS'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, SHALL BE LIMITED TO THE AMOUNT OF subscription FEES PAID TO REAL DYNAMICS BY YOU UNDER THIS User Agreement, BUT IN NO EVENT shall SUCH LIABILITY EXCEED \$10,000 IN THE AGGREGATE FOR ALL OCCURANCES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.**

All limitations on liability, damages, and claims are intended to apply without regard to whether other provisions of this User Agreement have been breached or have proven ineffective.

No third party is authorized by Real Dynamics to make any representation or warranty to you regarding the Real Dynamics Services or the Software.

#### **10. Limitations Period.**

You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Real Dynamics Services and the Software, or this User Agreement, must be filed within one year after such claim or cause of action arose or be forever barred.

#### **11. Term and Termination.**

This User Agreement is effective upon your acceptance of this User Agreement, or upon your accessing and using the Software or the Real Dynamics Services, even if you have not expressly accepted this User Agreement. This User Agreement shall continue in effect until terminated. Without prejudice to any other rights, this User Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described in this User Agreement. If you fail to pay the applicable subscription fees, Real Dynamics shall have the right to restrict, suspend, or terminate your access to the Real Dynamics Services and the Software in whole or in part, without notice and without liability. You may terminate this User Agreement at any time by



providing written notice of your decision to terminate the User Agreement to Real Dynamics. Real Dynamics may terminate this Agreement if you breach any term of the Agreement by giving you written notice of your breach and Real Dynamics's decision to terminate the User Agreement. If this User Agreement is terminated, Real Dynamics reserves the right to refuse to provide access to the Real Dynamics Services and the Software to you in the future. Once access to the Real Dynamics Services and the Software has been denied as a result of termination of this User Agreement, Real Dynamics reserves the right to impose a charge for access to the Real Dynamics Services and the Software.

#### **12. Amendment to User Agreement.**

Real Dynamics reserves the right, in its sole discretion, to amend this User Agreement from time to time. If there is a conflict between this User Agreement and the most current version of Real Dynamics's User Agreement, posted at [www.RealDynamics.com](http://www.RealDynamics.com), the latter will prevail. If you do not accept amendments made to this User Agreement, then this User Agreement will be immediately terminated pursuant to Section 11. Your continued use of the Real Dynamics Services and the Software following any amendment to this User Agreement shall be conclusively deemed an acceptance of all such amendments.

#### **13. Miscellaneous.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to Ohio's conflicts-of-law rules. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated in Hancock County, Ohio, and you hereby consent to the jurisdiction and venue of those courts and waive any objections to the jurisdiction or venue of those courts.

If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions of this User Agreement or the validity or enforceability of the offending term or provision in any other situation.

Sections 2i, 2j, 6, 7, 8, 9, 10, and 13 of this User Agreement shall survive the termination of this User Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.

The headings contained in this User Agreement are for reference purposes only and shall not affect the meaning or interpretation of this User Agreement.

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. You may not assign, transfer, or sublicense your rights to this User Agreement.

You agree that Real Dynamics may provide notices and other communications to you solely by means of e-mail or other electronic transmission.

Unless you provide Real Dynamics with written notice to the contrary, you give Real Dynamics the right to use your name in print, on-line, and in other multimedia advertising and marketing materials for the purpose of disclosing that you are a customer of Real Dynamics.

This User Agreement constitutes the entire agreement between you and Real Dynamics with respect to the Real Dynamics Services and the Software, and supersedes all prior agreements between you and Real Dynamics.

You shall, in addition to the fees required under this User Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this User Agreement, excluding income taxes on the net profits of Real Dynamics. You shall reimburse Real Dynamics for the amount of any such taxes or duties paid or incurred directly by Real Dynamics as a result of this transaction. The Real Dynamics Software and the Real Dynamics Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(f)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (b)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 C.F.R. S:52.227-19, as applicable

# PRIVACY POLICY

Real Dynamics LLC, with our affiliates and subsidiaries (collectively, "**RealDynamics**", "**us**", "**our**", "**we**" or "**Company**"), respect the privacy of our customers, business partners and other visitors to our website who may choose to provide Personal Information (as defined below) and are committed to respect their privacy. We recognize the need for appropriate protections and management of Personal Information that you provide to us. This Privacy Policy applies to all information collected about you by RealDynamics, regardless of how it is collected or stored. This policy covers the types of information collected, how your information may be used, whom the information may be shared, and how your information is protected.

Except as otherwise noted in this Privacy Policy, RealDynamics is a data controller (as that term is used under the EU General Data Protection Regulation ("GDPR")), which means that we decide how and why the information you provide to us is processed. This Policy may be amended or updated from time to time to reflect changes in our practices with respect to the Processing of your information, or changes in applicable law. We encourage you to read this Policy carefully, and to regularly check this page to review any changes we might make.

## What information do we collect?

We may collect information about you directly from you, from third parties, and automatically through your use of our Services.

When registering on our site (including subscribe to our newsletter, register for an event, respond to a survey or fill out a form), we may collect individually identifiable information, namely information that identifies an individual or with reasonable effort identify an individual ("**Personal Information**"), such as your name, address, telephone number, email address, IP address, and contact preferences. Personal Information collected online may be supplemented with information you provide to us through other services and sources, as well as other data collection methods.

We do not require that customers, partners or other visitors to our site provide us with Personal Information and you may visit our site anonymously. In this case, we do not collect Personal Information when you visit our site unless you choose to provide it to us (except for certain IP analysis, conducted by 3<sup>rd</sup> party analytical services– see link to their privacy policy below). The decision to provide Personal Information is voluntary and you may withdraw your consent at any time by contacting us through our website (RealDynamics.com). However, if you do not provide the Personal Information requested, you may not be able to proceed with the activity or receive the benefit for which the Personal Information is being requested (including, without limitation, the

support services). Additionally, after you register to our site, we will be able to backtrack your activity on our site even before you registered (information that if you did not register will remain anonymous to us).

## How we use the information we collect?

Any information we collect from you may be used in any of the following ways:

- To provide our Products and Services to you, to communicate with you about your use of our Products and Services, to respond to your inquiries, to fulfill your orders, and for other customer service purposes.
- Your Personal Information will **not be sold**, exchanged, transferred or given to any company outside RealDynamics or our trusted third-party service providers for any reason whatsoever, without your consent, other than for the express purpose of delivering the product(s) or service requested, and as otherwise explicitly set forth herein.
- We may send periodic informational or promotional content. However, you can always unsubscribe or choose not to receive promotional information from us by following the specific instructions in the email you receive or by notifying us via the appropriate method below. It may take a reasonable period of time to process your request, no longer than 30 days for direct mail and telephone promotions and 10 business days for email promotions.
- Your information helps us to respond more effectively to your customer service requests and support needs.
- We continually strive to improve our site offerings based on the information and feedback we receive from you.
- To perform research, technical diagnostics and analytics with regards to the website.
- We may disclose Personal Information, or any information you submitted if we have a good faith belief that disclosure of such information is helpful or reasonably necessary to: (i) comply with any applicable law, regulation, legal process or governmental request; (ii) enforce our policies, including investigations of potential violations thereof; (iii) investigate, detect, prevent or take action regarding illegal activities or other wrongdoing, suspected fraud or security issues; (iv) to establish or exercise our rights to defend against legal claims; (v) prevent harm to the rights, property or safety of us, our users, yourself or any third party; or (vi) for the purpose of collaborating with law enforcement agencies or in case we find it necessary in order to enforce intellectual property or other legal rights.

We strive to keep your Personal Information accurate. We have implemented technology, management processes and policies to maintain data integrity. We will provide you with access to your information when reasonable, or in accordance with relevant laws, the opportunity to change your information. To protect your privacy and security, we will take steps to verify your identity before granting access or making changes to your data. Requests to delete Personal Information are subject to any applicable legal and ethical reporting or document retention obligations. To access and/or correct information, you can notify us via the appropriate method below.

## **With whom we share the information we collect?**

Since we operate globally, it may be necessary to transfer, store and process Personal Information in the United States or any other country in which we or our affiliates, subsidiaries or service providers maintain facilities. The data protection and other laws of these countries may not be as comprehensive as those in the European Union – in these instances we will take steps to ensure that a similar level of protection is given to Personal Information. You hereby consent to the transfer of your Personal Information to countries outside the European Union.

We do not sell, trade or otherwise transfer Personal Information to outside parties (except to the third parties with whom we have contracted to provide services to us, as detailed in the section below).

We use third parties, such as cookies and trackers, to compile aggregate data about site traffic and site interaction for marketing and targeting purposes, to assist us in better understanding our site visitors so that we can offer better site experiences and tools in the future. These service providers are not permitted to use the information collected on our behalf except for the purpose of providing the services to us. Some of the servers of these third parties may be located outside of the European Union.

## **How do we safeguard and transfer your information?**

We are committed to use our reasonable efforts, in accordance with market best practices, to ensure the security, confidentiality and integrity of the Personal Information you choose to provide us. Access to the Personal Information is based on the 'least to know' concept together with role-based access control systems, ensuring only authorized access to the Personal Information. To protect the privacy of any Personal Information you may have provided, we are using data hosts who implement market best practice security measures. Although we take steps to safeguard such information, we cannot be responsible for the acts of those who gain unauthorized access, and we

make no warranty, express, implied or otherwise, that we will prevent such access. If a password is used to help protect your accounts and Personal Information, it is your responsibility to keep your password confidential.

## **What are your rights?**

You may contact us at [info@RealDynamics.com](mailto:info@RealDynamics.com) any time and request:

- To view, delete, change or update any personal data relating to you (for example, if you believe that your Personal Information is incorrect, you may ask to have it corrected)
- To opt out of such communications by following the opt-out instructions contained in the email. If you opt out of receiving emails about recommendations or other information we think may interest you, we may still send you emails about your account or any Products and you have requested or received from us.

If you wish to raise a complaint on how we have handled your Personal Information, you can contact us as set forth below.

## **Contacting Us**

If there are any questions regarding this Privacy Policy or the information that we collect about you, or if you feel that your privacy was treated not in accordance with this Privacy Policy, you may contact us at [info@RealDynamics.com](mailto:info@RealDynamics.com).

## **Updates or amendments to the Privacy Policy**

This Policy is current as of the last updated date set forth below. We may revise this Privacy Policy from time to time, in our sole discretion, and the most current version will always be posted on the website. We encourage you to review this Privacy Policy regularly for any changes.

Last updated: July 31 2020