



MCIM TERMS OF USE

These MCIM Service Terms of Use (the “General Terms”) are between Fulcrum Collaborations, LLC, d/b/a Fulcrum Collaborations, a Virginia limited liability company with its principal place of business at 4900 Cox Road, Ste 230, Glen Allen, VA 23060 (“Fulcrum”) and each customer of the Service (as defined below)(each such party a “Customer”). The Contract (as defined below) into which these General Terms are incorporated is effective upon (a) execution of an Order Form incorporating these General Terms, (b) acceptance by Fulcrum of the Contract as evidenced by the issuance of an invoice to Customer, and (c) receipt by Fulcrum of payment from the Customer of the amount invoiced by Fulcrum to Customer for an initial subscription to the Service (the “Effective Date”).

1. DEFINITIONS.

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**AppExchange**” means the online directory of applications that interoperate with Web-based platform services provided by SFDC, located at or at any successor websites.

“**Application**” Fulcrum’s Mission Critical Information Management service which operates using SFDC’s web-based platform services.

“**Contract**” the General Terms, any policies of Fulcrum incorporated by reference herein and one or more Order Forms approved by Fulcrum as such approval is evidenced by Fulcrum’s issuance of an invoice to the applicable Customer for the provision of Services.

“**Customer**” means the party named above and its Affiliates.

“**Customer Data**” means all electronic data or information submitted by Customer to, or collected through, the Services.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” one or more of Fulcrum’s order forms prepared for Customer to engage and subscribe to the Services and executed by Customer.

“**Services**” means the online Application that includes such features as are set forth on Fulcrum’s website located at www.mcim24x7.com, as may be modified or customized from time to time, in Fulcrum’s sole discretion, and interoperates with the Web-based platform services provided by SFDC via and/or other designated websites as described in the User Guide, that are ordered by Customer, including associated offline components defined as part of the Services in the User Guide for the Application.

“**SFDC**” means either the company Salesforce.com or the Web-based platform services provided by Salesforce.com via and/or other designated websites as described in the SFDC User Guide.

“Third-Party Applications” means online, Web-based applications and offline software products that are provided by third parties, and those that interoperate with the Web-based platform services provided by SFDC, including but not limited to those listed on the AppExchange.

“User Guide” means the online user guide for the Services, accessible via online help located within the “Help” tab in each Customer’s MCIM instance, as updated from time to time.

“Users” means individuals who are authorized by Customer to use the Services, for whom subscriptions to a Service have been purchased (as evidenced by the “Quantity/User” column of an Order Form), and who have been supplied a license or subscription, as applicable, via the SFDC License application utilized by Fulcrum, by Customer (or by Fulcrum at Customer’s request). Users may include but are not limited to employees, consultants, contractors and agents of Customer, or third parties with whom Customer transacts business.

2. SERVICES.

a. Provision of Services and Subscriptions. Subject to Customer’s payment of all applicable fees and its compliance with the terms of the Contract, Fulcrum shall make the Services available to Customer pursuant to the Contract. Subscriptions for Services may be accessed by no more than the specified number of Users. Additional User subscriptions that are added during the subscription term will be prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and the added User subscriptions shall terminate on the same date as the pre-existing User subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services. The term of a subscription shall be as set forth in the “Term and Termination” Section of these General Terms. If Customer is in breach of the Contract Fulcrum may, without limiting its other rights and remedies, suspend Customer’s access to the Services upon notice to Customer. Subscriptions for Services may not be cancelled by Customer, in whole or in part, except in connection with a termination of the Contract as contemplated by “Term and Termination.” If, at any time Customer exceeds the amount of storage space specified in the User Guide, Fulcrum shall charge the Customer, and the Customer shall pay, Fulcrum’s then current excess data storage fees as set forth on its website.

b. Fulcrum Responsibilities. Fulcrum shall: (i) provide to Customer basic online support tutorials for the Services at no additional charge; (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime by SFDC or Fulcrum (of which SFDC or Fulcrum, as applicable, shall give at least 8 hours’ notice via the salesforce.com services or the notice provisions of this Contract, as applicable, and which SFDC or Fulcrum, as applicable, shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Fulcrum’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Fulcrum employees), or Internet service provider failures or delays.; and (iii) provide the Services only in accordance with applicable laws and government regulations.

3. Customer Responsibilities. Customer shall (a) be responsible for Users’ compliance with the Contract, (b) be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Fulcrum promptly of any such unauthorized access or use, (d) use the Services only in accordance with the User Guide and applicable laws and government regulations, and (e) pay all Service and subscription fees, taxes and other charges due and owing to Fulcrum in connection with the Services in the amounts and within the timeframes set forth in the applicable Order Form(s) and any invoices delivered by Fulcrum to Customer thereunder. Customer shall not (i) make the Services available to anyone other than Users, (ii) sell, resell, rent or lease the Services, (iii) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) use the Services to store or transmit Malicious Code, (v) interfere with or disrupt the

integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. THIRD-PARTY PROVIDERS.

a. Third Party Services. Service features that interoperate with services of third party service providers, such as Navteq or Google services, may depend on the continuing availability of the respective application programming interface (“API”) and program for use with the Services. If such third parties cease to make the applicable API or program available on reasonable terms for the Services, Fulcrum may cease providing such Service features without entitling Customer to any refund, credit, or other compensation. Fulcrum has the right to replace such third party services with equivalent services for the purposes of continuity of Fulcrum Services.

b. End User License Agreement. By accepting the Contract, the customer also accepts all third party end user license agreements of any component, API, application, source code utilized or packaged and delivered by the Service from time to time. A current list of such third party vendors and links to such terms may be found at

c. SFDC Service Agreement. If Customer has executed a Services Agreement with SFDC, Customer reaffirms the terms and conditions of such agreement and agrees to continue to be bound by the terms thereof.

5. OTHER POLICIES.

a. Privacy Policy. Privacy Policy located herein may be amended from time to time in Fulcrum’s sole discretion. The Privacy Policy applies only to the Service and does not apply to any third party site or service linked to the Service or recommended or referred to through the Service or by Fulcrum’s employees. Privacy policies of third party vendors and their third party service providers may also be applicable to Customer Data.

b. Acceptable Use Policy (“AUP”). Customer will comply with the AUP located herein, as may be amended from time to time in Fulcrum’s sole discretion. In the event of Customer’s material breach of the AUP, including without limitation any copyright infringement, Fulcrum may suspend or terminate Customer’s access to the Service, in addition to such other remedies as Fulcrum may have at law or pursuant to the Contract. Neither this Agreement nor the AUP requires that Fulcrum take any action against Customer or any other customer for violating the AUP, but Fulcrum is free to take any such action it sees fit.

c. Data Policy. Customer acknowledges Fulcrum’s standard data deletion policy, if any, posted at as may be amended from time to time in Fulcrum’s sole discretion.

6. PROPRIETARY RIGHTS.

a. Reservation of Rights. Subject to the limited rights to use the Service expressly granted hereunder, Fulcrum reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer acknowledges and agrees that Fulcrum is the owner of the Service and the underlying Application and intellectual property rights. Fulcrum’s ownership of the Service and underlying Application and intellectual property rights, and any modifications, improvements, or enhancements thereto made thereto (“Improvements”) shall be governed solely by the Contract and no other contract, agreement or agreement, including, without limitation, master service agreements, consulting agreements or other service agreements. Customer further acknowledges that it is not receiving a license to any software code of Fulcrum underlying the Service or embedded in the Application. In the event any aspect of the Service or the underlying Application or any Improvements should be deemed not owned by Fulcrum and instead owned by Customer, Customer hereby assigns to Fulcrum any and all rights, title and interest therein to Fulcrum.

b. Restrictions. Customer shall not (i) permit any third party to access the Services except as permitted herein, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the

Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

c. Ownership of Customer Data. As between Fulcrum and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data.

d. Suggestions. Fulcrum shall own any suggestions, enhancement requests, recommendations or other feedback ("Suggestions") provided by Customer, including Users, relating to the use, operation, performance and further development or expansion of the Services and incorporated into the Services. To the extent such Suggestions are not automatically deemed to be owned by Fulcrum, Customer hereby assigns such Suggestions to Fulcrum.

e. Federal Government End Use Provisions. If the Services are provided for ultimate federal government end use, then such Services shall be provided solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in the Contract. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Fulcrum to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in the Contract.

7. CONFIDENTIALITY.

a. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data. Confidential Information of Fulcrum shall include the Services. Confidential Information of each party shall include the terms and conditions of the Contract, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

b. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Contract, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with the Contract and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

c. Protection of Customer Data. Fulcrum shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, and shall retain all Customer Data until erased pursuant to the Data Policy. Fulcrum shall not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law in accordance with the "Compelled Disclosure" section below or as expressly permitted in writing by Customer, or (c) access Customer Data except to provide the

Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

d. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS.

a. Mutual Warranties. Each party represents and warrants that it has the legal power to enter into the Contract.

b. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(A), THE SERVICE IS PROVIDED "AS IS" AND AS AVAILABLE, AND NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FULCRUM DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR IMMATERIAL INTERRUPTION OR THAT DATA WILL NOT BE LOST.

9. MUTUAL INDEMNIFICATION.

a. Indemnification by Fulcrum. Subject to the limitations of "LIMITATION OF LIABILITY" section of these General Terms, Fulcrum shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the patent rights of a third party, and shall indemnify Customer for any damages awarded in a final, non-appealable judgment or other non-judicial award (or a settlement controlled by Fulcrum) against, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim; provided that Customer (i) promptly gives Fulcrum written notice of the Claim, (ii) gives Fulcrum sole control of the defense and settlement of the Claim (provided that Fulcrum may not settle or defend any Claim unless it unconditionally releases Customer of all liability), and (iii) provides to Fulcrum all reasonable assistance, at Fulcrum's expense.

b. Indemnification by Customer. Customer shall defend Fulcrum against any Claim made or brought against Fulcrum by a third party alleging that the Customer Data, or Customer's use of the Services in violation of the Contract, infringes or misappropriates the intellectual property or privacy rights of a third party or violates applicable law, and shall indemnify Fulcrum for any damages finally awarded against (or damages or amounts due under a settlement), and for reasonable attorney's fees incurred by, Fulcrum in connection with any such Claim; provided that Fulcrum (i) promptly gives Customer written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Fulcrum of all liability), and (iii) provides to Customer all reasonable assistance, at Customer's cost.

c. Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

10. LIMITATION OF LIABILITY.

a. Limitation of Liability. IN NO EVENT SHALL FULCRUM'S LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED INDIVIDUALLY OR IN THE AGGREGATE THE LESSER OF THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE FULCRUM SERVICES IN THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT, OR \$10,000.

b. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL FULCRUM HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT FULCRUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION.

a. Term of Contract. The Contract commences on the Effective Date and continues until all User subscriptions granted in accordance with the applicable Customer Order Form(s) included in the Contract have expired or been terminated in accordance with the Contract.

b. Term of User Subscriptions. User subscriptions commence on the Contract Start Date, or Order Start Date, as the case may be, specified in Customer's Order Form included in the Contract to Fulcrum for such subscriptions and continue for the subscription term specified therein, unless terminated pursuant to this Contract.

c. Termination for Cause. A party may terminate this Contract for cause (i) upon 30 days prior written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the case of a breach by Customer, a "material breach" shall include, but not be limited to, a breach of Sections 3, 4, 6, 7, 9, and a breach of any of Fulcrum's policies incorporated by reference herein.

d. Surviving Provisions. The following provisions will survive termination of the Contract: (i) any obligations of Customer to pay for Services rendered before termination of the Contract; and (ii) the sections titled "Proprietary Rights," "Third Party Providers," "Confidentiality," "Warranties and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Surviving Provisions" and "General Provisions" shall survive any termination or expiration of this Contract.

12. GENERAL PROVISIONS.

a. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each of Fulcrum and Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Customer shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

b. Relationship of the Parties. The parties are independent contractors. This Contract does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

c. No Third-Party Beneficiaries. Except as required by any third party agreements described in the section titled “Third Party Providers” (including SFDC pursuant to a service agreement to which Customer may be a party), there are no third-party beneficiaries to this Contract.

d. Notices. Except as otherwise specified in this Contract, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv), except for notices of termination or an indemnifiable claim (“Legal Notices”), the first business day after sending by email. Notices to Fulcrum shall be addressed to the attention of its President, with a copy to its General Counsel. All notices to Customer shall be addressed to the relevant Service system administrator designated by Customer. Legal Notices to Customer shall also be addressed to Customer’s signatory of this Contract or any person designated beneath the signature area below.

e. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Contract shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

f. Severability. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Contract shall remain in effect.

g. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Contract in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party’s sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party’s election, termination of this Contract upon written notice to the assigning party. Subject to the foregoing, this Contract shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

h. Governing Law. This Contract, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the Commonwealth of Virginia, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

i. Venue; Waiver of Jury Trial. The state and federal courts located in Richmond, Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Contract. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Contract.

j. Entire Agreement. The Contract constitutes the entire agreement between Fulcrum and Customer and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter between Fulcrum and Customer. Fulcrum may amend the General Terms and any policy referenced herein (including the Data Policy, the AUP and the Privacy Policy) from time to time by posting an amended version at its website and sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the “Proposed Amendment Date”) unless Customer first gives Fulcrum written notice of rejection of the amendment. In the event of such rejection, Contract will continue under its original provisions, and the amendment will become effective at the start of Customer’s next subscription term following the Proposed Amendment Date (unless Customer first terminates this Contract pursuant to the section titled “Term and Termination”). Customer’s continued use of the Service following the effective date of an amendment will confirm Customer’s consent thereto. Except as set forth in the preceding sentence, this Contract may not be amended in any other way except through a written agreement executed by

an authorized representatives of each party. However, to the extent of any conflict or inconsistency between the provisions in the body of this Contract and any Order Form, the terms of such Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, sales order confirmation or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Contract, and all such terms or conditions shall be null and void.

Privacy Policy

Fulcrum Collaborations, LLC (“Fulcrum Collaborations”), a Virginia limited liability company with its principal place of business at 4900 Cox Road, Ste 230, Glen Allen, VA 23060 (“we,” “us” or “our”), owner and operator of this Website, take reasonable measures to protect your privacy. This document outlines Fulcrum Collaborations’ privacy and data protection policy (this “Privacy Policy”). Fulcrum Collaborations provides web-based facility information management applications to employees designated by employers (“Registered User”). Such employers have contracted for such services with Fulcrum Collaborations (“Services”). Your access to and use of the Services is subject to this Privacy Policy, which lays out our policies and procedures surrounding the collection and handling of any such information that identifies an individual user or that could be used to contact or locate him or her (“Personally Identifiable Information” or “PII”). Please read it carefully.

We collect certain information through our websites, located at www.fulcrumcollaborations.com, and (our “Website”). This Privacy Policy applies only to our Website and any services provided by us on or through such Website. It does not apply to (i) any third party site or service linked to, or recommended by or referred to by, our Website or our staff, (ii) any other website or online service operated by us or to any of our offline activities.

A. PII We Collect. We collect the following Personally Identifiable Information from users who buy our products and services: name, e-mail address, telephone number, address, postal code, billing information and certain information about the computer or mobile device from which you log in or use the Services. We may also collect voluntarily provided information about Registered Users, such as demographic data, and we may use and share that as well as other data collected about our Registered Users for the purposes of product research, product performance measurement and otherwise in an effort to improve our Services.

We also use “cookies” to collect certain information from all users, including website visitors who don’t become Registered Users. A cookie is a string of data our system sends to your computer and then uses to identify your computer when you return to our Website. Cookies give us usage data, like how often you visit, where you go at the site, and what you do. The Website uses Cookies to track registered user IDs and passwords, to provide tailored content and to distinguish unique from returning visitors. The Website does not collect Personally Identifiable Information using Cookies. You may set your computer’s website browser to refuse Cookies or to alert you before accepting them. We use cookies so that our Website can remember you and provide you with the information you’re most likely to need. Finally, we use information gained through cookies to compile statistical information about use of our Website, such as the time users spend at the site and the applicable service.

B. Our Use of PII. We use your Personally Identifiable Information to create your subscription services and/or accounts, to communicate with you about products and services you’ve purchased, to offer you additional products and services, and to bill you. We also use that information to the extent necessary to enforce our Website terms of service and other applicable product and service terms of service and to prevent imminent harm to persons or property. We may use your email address to inform Registered Users of updates to the Website or the Services, to send Registered Users information about our company and services, or to contact Registered Users when necessary.

We track user activity on the site, such as last login, session failures, search queries and number of results, and other information in order, among other things, to help us manage and improve our site. We may use such information, among other things, to analyze trends, promote and market our site, products and/or services, administer the site, track user’s movements across the Internet, and gather broad demographic information and for aggregate use at our site or otherwise. We may also share such activity information with third parties, including, without limitation, our business partners, vendors, and distributors.

We may gather information from your computer or device used to access the Website or Services, such as number of visits to the Website, the time and date of a visit, type of browser used and a user’s IP address. We collect this information solely for purposes of site administration. We use your IP address to help diagnose problems with our server, and to administer our Website. Your IP address may also be used to gather broad demographic information.

C. Protection of PII. Services accessible to our Registered Users include reasonable security measures intended to protect against unauthorized acquisition of personally identifiable information under our control. No data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your

Personally Identifiable Information, we cannot ensure or warrant the security of any information you transmit to us or from our online services, and by using our Website, you acknowledge and agree that we make no such guarantee, and that you use our Website at your own risk.

D. Contractor and Other Third Party Access to PII. We give certain independent contractors access to Personally Identifiable Information. Those contractors assist us with performing certain services related to operations and customer support. All those contractors are required to sign contracts in which they promise to protect PII using procedures reasonably equivalent to ours. Customers and users are not third party beneficiaries of those contracts. We also may disclose PII to attorneys, collection agencies, or law enforcement authorities to address potential AUP violations, other contract violations, or illegal behavior. And we disclose any information demanded in a court order or otherwise required by law or to prevent imminent harm to persons or property. As noted above, we compile Website usage statistics from data collected through cookies. We may publish those statistics or share them with third parties, but they don't include PII.

E. Registered User. Each Registered User will have a private, individualized My Account page reflecting his or her personal information and activity on the Website for his or her records and reflection. Aggregated and/or summarized macro level data, such as general Registered User usage of the Website, and other aggregated and/or summarized data, will be shared with said Registered User's employer who has registered for Services with Us ("Company Sponsor"), in addition to limited personal information, in Fulcrum Collaborations' sole discretion. We collect email addresses, first and last name, and as applicable other limited personal information provided by the Corporate Sponsor in order to manage the credentialing process and provide accurate reporting.

F. Disclosure to Third Parties. Other than as set forth herein, We do not disclose, sell, give or otherwise transfer any personally identifiable information about our users or Website visitors, unless in response to a subpoena, search warrant, court order, official government or regulatory investigation or other legal processes where Fulcrum Collaborations is required to do so by law.

G. Accessing and Correcting Your PII. You can access and change any Personally Identifiable Information we store through your ["My Account"] page. If you wish to view, erase or rectify information collected about you, you may make such a request to Fulcrum Collaborations by emailing or calling 888-448-7751. If you seek to restrict or suspend processing of information about you, you may use the same email address and/or telephone number.

H. Third Party Websites. The Website may contain links to third party websites, which have separate and independent terms of use and privacy policies. Third party websites are not under our control, and We, therefore, are not responsible for any information collected thereon or any terms of use and privacy policies in connection therewith. Access these sites at your own risk.

I. Opt-Out. If you do not wish to receive information and promotional material from us, you may use our "Unsubscribe" feature on any email you receive from us.

J. Business Transfers. Notwithstanding the foregoing, We may transfer, sell or assign information concerning your use of this Website, including without limitation, personally identifiable information, to third parties, as a result of the sale, merger, consolidation, and change in control, transfer of substantial assets, reorganization or liquidation of Fulcrum Collaborations and/or the Website. In the event of such transfer, sale or assignment, notice will be given in accordance with the terms set forth herein. If Fulcrum Collaborations, or substantially all of its assets were acquired, or in the unlikely event that Fulcrum goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Fulcrum may continue to use your personal information as set forth in this policy.

K. Privacy Shield. Fulcrum Collaborations has applied to be certified under the Privacy Shield framework. Once this process is complete, we will provide a statement of compliance in this section of our Privacy Policy.

L. Children's Policy. Fulcrum Collaborations does not target the Website to children under the age of thirteen (13) nor does it knowingly collect information from children under the age of thirteen (13). Thus, Fulcrum Collaborations requests that individuals under the age of thirteen (13) do not provide Fulcrum Collaborations with any information via the Website or any other form of communication. Fulcrum Collaborations remains committed to

protecting the privacy of children and therefore encourages parents and guardians to utilize any and all parental tools available to monitor children's online activities.

M. California Residents. California residents who provide personal information to Fulcrum Collaborations have a right to request, once per calendar year, information about Fulcrum Collaborations' disclosure of personal information to third parties pursuant to California law. If requested, Fulcrum Collaborations will provide a list of the personal information disclosed to third parties for direct marketing purposes during the immediately preceding calendar year, along with the names and addresses of the third parties. All such requests must be submitted to Fulcrum Collaborations via email at privacy@fulcrumcollaborations.com or by calling 888-448-7751. Fulcrum Collaborations reserves its right not to respond to requests submitted to addresses and phone numbers other than those specified in this paragraph.

N. Amendment of this Privacy Policy. We may change this Privacy Policy at any time by posting a new version on this page or on a successor page. The new version will become effective on the date it's posted, which will be listed at the top of the page as the new Effective Date. We may send you an email introducing the new Privacy Policy and making it available to you. Such modifications shall be effective immediately upon being posted. You are responsible for regularly reviewing this Privacy Policy. Continued use of the Website thereafter shall constitute your consent to any modifications hereto.

O. Contacting Us. If you have any questions or concerns regarding this Privacy Policy, the Website or the Services, please email us at privacy@fulcrumcollaborations.com, or write to us at: 4900 Cox Road, Suite 230, Glen Allen, VA 23060.

Acceptable Use Policy

A. Unacceptable Use. Fulcrum Collaborations, LLC, d/b/a Fulcrum Collaborations, a Virginia limited liability company with its principal place of business at 4900 Cox Road, Ste 230, Glen Allen, VA 23060 (“Fulcrum”) requires that all customers and other users of Fulcrum’s products and services (collectively, the “Service”) conduct themselves with respect for others. In particular, please observe the following rules in your use of the Service:

1) Abusive Behavior: Do not harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact. Do not use ethnic or religious slurs against any person or group.

2) Privacy: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder’s written permission. Do not cooperate in or facilitate identity theft.

3) Intellectual Property: Do not infringe upon the copyrights, patent rights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.

4) Hacking, Viruses, & Network Attacks: Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.

5) Spam: Do not send bulk unsolicited e-mails (“Spam”) or sell or market any product or service advertised by or connected with Spam. Do not facilitate or cooperate in the dissemination of Spam in any way. Do not violate the CAN-Spam Act of 2003.

6) Fraud: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.

7) Violations of Law: Do not violate any law.

B. Consequences of Violation

Violation of this Acceptable Use Policy (this “AUP”) may lead to suspension or termination of the customer and/or applicable user’s access and use of the applicable Service(s) or legal action. In addition, the customer and/or applicable user may be required to pay for the costs of investigation and remedial action related to AUP violations. Fulcrum reserves the right to take any other remedial action it sees fit.

C. Reporting Unacceptable Use

Fulcrum requests that anyone with information about a violation of this AUP report it via an e-mail to the following address: aup@fulcrumcollaborations.com. Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including e-mail or IP (internet protocol) address if available, as well as details of the violation.

D. Revision of AUP

Fulcrum may change this AUP at any time by posting a new version on this page and sending the customer and/or applicable user written notice thereof. The new version will become effective on the date of such notice.