

GrayMatter Systems, LLC

Terms and Conditions

Revision history:

Revision	Author	Revision Date	Description of change
0	GrayMatter Systems	12/19/2023	Initial release for web-based Terms and Conditions

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Terms and Conditions

Definitions

“Time and Materials” Basis:

The Professional Services and materials described in this proposal may be bid on a Time and Materials (T&M) basis, in accordance with hourly rates set forth in the Investment section. The labor hours provided are the estimated hours that it will take to complete the defined scope. This estimate represents GrayMatter’s best evaluation of the effort required based upon discussions to date, and only considers those Services in scope of this proposal. This estimation gives the Customer an indication of the effort required; however, the Customer will be invoiced for the actual number of hours of effort required, which may be more or less than estimated. It is recommended that the Customer plan on a 10%-15% contingency budget. All hours directed to the project are considered billable work, including but not limited to: direct engineering and development, troubleshooting, research, meeting support, travel, issue resolution, and project management. Only hours consumed in the delivery of the services described above will be invoiced.

What happens if hours required to complete the scope exceed the estimate?

- All labor hours incurred in relation to the stated work scope will be invoiced to the Customer
- GrayMatter will provide status of hours expended against estimates. When 80% of hours are expended, an evaluation will be conducted to determine if additional effort beyond the original estimate will be required. If additional hours are needed, a mutual discussion will ensue with a Change Order developed as needed.

What happens if hours expended are less than the estimate?

- Only hours needed to complete the scope will be invoiced to the Customer
- Any hours below the estimate that are not expended will not be invoiced

Travel and On-site Fees for T&M Basis:

Stated Investment total may not include travel costs, such as billable travel hours, airfare, transportation, hotel, meals, and other travel related costs and none are included in the scope of this proposal. For budgetary and/or PO guidance purposes it is suggested that travel labor and expenses of 5-10% be planned and budgeted.

“Fixed Bid” basis:

The Professional Services and materials described in this proposal may be bid on a Fixed Bid basis, in accordance with breakdown provided in the Investment section. GrayMatter commits to deliver the stated scope for the fixed amount in the Investment section. This fixed amount includes all labor, materials, and associated travel costs to deliver the stated scope of work. Any work or deliverable that is not explicitly listed herein should be considered out-of-scope, subject to additional cost as emergent work. Contingency is included within the stated Investment to cover risks within the execution.

What happens if hours required to complete the scope exceed the estimate?

- No additional costs of work beyond the fixed bid amount to execute the agreed scope will be invoiced to the Customer, provided these hours are not in support of emergent work not explicitly covered by the stated scope.
- If additional labor hours are required due to a change in work scope or circumstances caused by the Customer, then a mutual discussion between GrayMatter and the Customer will ensue, with a Change Order developed as needed.

What happens if hours expended are less than the estimate?

- Due to fixed bid nature of the proposal, the full amount of the fixed bid price will be invoiced to the Customer

Please note that under a Fixed Bid agreement, GrayMatter will not provide a detailed summary of actual hours worked by any resource to deliver the stated scope of supply.

Emergent Work

Throughout the project, new information may surface that may necessitate a change in business requirements and/or a change in the technical environment. These changes may result in a change in project scope and therefore impact the estimated level of effort, project timeline, or solution features. Any such changes will require a Change Order, which either GrayMatter or a Customer team member will complete.

A completed Change Order form includes the requested change, the impact on the current agreement, and the estimated resources, time, and fees to implement the Change Order. GrayMatter will submit the completed Change Order Form to the Customer for review and approval. Upon receipt of written approval, the GrayMatter team will begin work on the requested change according to the agreed-upon schedule.

When would a change order be issued:

- Time and Materials: A change order will be issued when the effort to complete defined scope may/will exceed original estimated hours. A change order may also be issued when additional scope is requested or required by either GrayMatter or the Customer.
- Fixed Bid: A change order will be issued when a change of scope is requested or a Customer related delay or issue impacts GrayMatter's completion of work.

Assumptions & Clarifications

UNLESS OTHERWISE STATED THE FOLLOWING STATEMENTS APPLY...

- No installation of hardware or any other physical material (e.g., wiring, network switches, servers, operator workstations) is being provided as part of this proposal.
- No formal training is provided as part of this proposal. If requested by the customer, GrayMatter can provide ad hoc, informal training directed to the work performed. All training is billed as time and material at the applicable hourly rate. Informal training does not result in any user certifications. No course materials are expected to be developed or delivered as part of the informal training.
- Filming of any training is not allowed.
- On-site work, if required, is billed at a minimum eight (8) hour day.
- As applicable, pricing assumes one (1) review cycle of any newly developed software deliverables (e.g., screens, reports, functionality) is performed, and that the newly developed deliverables are of basic content and functionality. Additional review cycles and/or higher-level content and functionality will have a corresponding impact on cost and price.
- Work or related deliverables not explicitly listed within the proposed deliverables should be considered as excluded from the proposed scope of work.
- If resources are required to remain at the customer location during non-working days (e.g., weekends) when work is not occurring, standby time of four (4) hours per day will be charged at the applicable hourly rate.
- Hours must be used in a contiguous period, exclusive of weekends and holidays (i.e., work is not required to be performed in a single work week, but must be performed in a period of continuous working days).
- In the event the customer's task list is completed in a period less than the contracted hours allotment, the customer may either provide additional tasking or forfeit the remaining hours. Standby time spent awaiting additional tasking will be billed against the contracted hours allotment.
- Hours must be consumed during defined working hours. Hours worked outside of normal working hours will be billed at the applicable overtime rate.
- Travel, if required, is per the terms of the Investment Section.
- All hours directed to the customer's work effort and all on-site time are considered billable work, including but not limited to, direct engineering and development, troubleshooting,

research, meeting support, travel, issue resolution, customer delays, site specific training and project management.

- There is no implied or explicit guarantee that any deliverable discussed prior to order acceptance or during the course of the signed work agreement period can be completed within the hours supplied herein. Purchase of additional time will be necessary when hours under this agreement are exhausted, regardless of status on any specific tasking worked under the agreement.
- All hardware required for system operation should be installed and configured to the maximum extent possible prior to GrayMatter commencing work. It is assumed that all *hardware will be fully ready for software installation before GrayMatter's arrival at site.*
- All customer equipment and/or software content and functionality is assumed to be functioning correctly and in accordance with OEM guidelines and recommendations. Troubleshooting and/or correcting malfunctioning customized software will likely require additional effort.
- All contracted hours are assumed to be capable of occurring in a contiguous manner. If customer resource constraints (e.g., budget, core team members, site availability, equipment availability, etc.) arise during the course of performing the work, and these constraints cause an interruption in the work schedule in which required work cannot be performed, additional charges may apply and assigned GrayMatter resources may be pulled away and re-assigned to other projects. The customer and GrayMatter will mutually agree upon a restart date, at which point the next available resource(s) will be assigned to the project. Examples of additional charges include standby time awaiting work restart and/or additional travel hours and/or expenses resulting from early release from site. GrayMatter cannot guarantee that the original resource(s) will be available at the time of restart, but will make reasonable efforts to maintain team consistency. A Change Order may be required to cover costs associated with the delay and project restart.

Customer Responsibilities

UNLESS OTHERWISE STATED THE FOLLOWING STATEMENTS APPLY...

- Customer is responsible for ensuring that all data or other signals, as required for interfacing with the solution, are delivered in an accurate and timely fashion to avoid delays.
- Customer assumes responsibility for correct installation and functionality of all IT and network infrastructure prior to GrayMatter services for all servers, PCs, panels, controls equipment, or any other related hardware and/or hardware infrastructure.
- Customer is responsible for providing security passes and free access to all facilities to ensure successful completion of the project.
- Customer is responsible for providing, at no charge, all required infrastructure for on-site GrayMatter personnel (e.g., office space, telephone, network access, etc.), including the required infrastructure to connect to the Internet.

- Customer is responsible for providing a safe working environment for GrayMatter personnel, ensuring that safe and secure procedures are in place and all testing and quality assurance procedures are completed prior to attempted system modifications.
- Customer will assign a single point of contact (POC) for the duration of the work agreement.
- Delays associated with any of the above-listed responsibilities, or any other responsibilities identified during the course of the project, may result in schedule and/or cost impact to the project, and are therefore subject to the Change Order process.
- Customer is responsible for providing a team experienced with the Customer's processes, control architecture and systems to work with the GrayMatter engineering team during all phases of the project.
- Customer is responsible for the proper receipt and storage of any material provided within the scope of this proposal.
- Customer is responsible for providing, installing, and configuring all hardware necessary for system operation.
- Customer is responsible for providing access to any relevant documentation requested in support of the work agreement.
- Customer is responsible for providing continuous network connectivity between the servers and the user clients. Delays associated with the receipt of required documentation may have a corresponding schedule and/or cost impact.
- Customer is responsible for providing high-speed VPN access for remote personnel needing access to development / test systems. Delays associated with the receipt of required remote access will be billed against the allocated hours defined herein if such delays occur subsequent to the agreed upon work start date.
- Customer is responsible for providing all required safety/environmental training. Any expenses incurred by GrayMatter personnel resulting from such training will be billed on a time and materials basis in accordance with the contract Terms and Conditions. Time spent completing required training is considered billable against the allocated hours defined herein.

Acceptance

Acceptance of Purchaser's order is expressly subject to Seller's terms and conditions of sale, contained herein, which shall take precedence over any other terms and conditions. No contrary, additional or revised provisions or conditions shall be binding on the Seller unless accepted by an Officer of Seller in writing. Should the terms and conditions contained herein differ in any way from the terms and conditions of the Purchaser's order, this acknowledgement shall be construed as a counteroffer and shall not be effective as an acceptance of such order unless Purchaser assents to the terms and conditions contained herein. The failure of Purchaser to object thereto in writing within ten (10) days from the date of receipt hereof shall constitute assent thereto. The terms and conditions contained herein shall constitute the complete and only agreement between Seller and Purchaser; it being intended by both parties that this document sets forth the entire

agreement between the parties hereto as to the purchase of goods and/or services. All orders shall only become legally binding upon acceptance by Seller's main office, located in Warrendale, PA.

Pricing

The prices contained in this Proposal and Statement of Work shall be valid for ninety (90) days from the date of receipt, or upon Seller's prior notification of a price change to Purchaser, whichever occurs first. The prices contained herein do not include any federal, state, county local or other taxes levied on proposed goods and/or services, their use or sale, or on this agreement by any jurisdiction either within or outside the United States. Such taxes, where seller is required by law to collect them, whether designated as sales tax, gross receipts tax, occupation tax, etc., will be billed to the Purchaser based on the governing law in effect at the time of delivery unless Purchaser furnishes Seller with a proper Tax Exemption Certificate. Purchaser shall reimburse Seller for any state, county, or local taxes imposed, assessed, billed or becoming due and payable with regard to any goods and/or services furnished on or after the date said goods and/or services are located on Purchaser's premises. The prices contained herein do not include freight charges. Seller shall prepay transportation charges and Purchaser agrees to reimburse Seller for such charges within thirty (30) days of Purchaser's receipt of Seller's invoice. All freight, transportation and shipping charges shall be stated separately from other charges.

Delivery

All deliveries shall be F.O.B. Seller's facility. Seller will select a carrier to ship Purchaser's order to Purchaser's specified destination, unless Purchaser indicates a specific carrier. Any goods, which Purchaser obtains from Seller to replace goods damaged or lost in transit, will be sold to Purchaser at Seller's standard prices in effect at the time of such replacement.

All shipping dates quoted by Seller are ARO (After Receipt of Order) by Seller and reflect shipping dates, not delivery dates to Purchaser's facility. Shipping dates are approximate and are based upon prompt receipt by Seller of all necessary shipping information. Delays due to missing information such as product specification sheets, or credit examination will be in addition to Seller's quoted shipping times and may impact the originally scheduled shipping date. Partial shipments may be made unless specifically prohibited on Purchaser's purchase order. If this contract calls for the shipment of goods in separate lots, or if partial shipments are made as herein authorized, this contract shall be deemed an installation contract within the meaning of the applicable law. Seller does not return Purchaser's acknowledgements.

Any shipment date is an estimate. Under no circumstances shall the seller have any liability whatsoever for loss of use, or for any direct, incidental, or consequential damages resulting from delay, regardless of the cause(s).

Ownership of Creative Work

Seller maintains and holds the exclusive copyright to any and all applications developed, transmitted and/or delivered as part of this agreement. Seller grants to Purchaser, a limited, non-exclusive license to use the application and related documentation in Purchaser's facilities only. Purchaser shall obtain no title, ownership nor any other rights in and to the application or related documentation, nor in or to any algorithms, concepts, designs or ideas requested by or incorporated in the application or related documentation. Purchaser agrees that it shall not; with exception for one (1) backup copy, reproduce, copy or distribute the application or related documentation for any purpose without Seller's written consent.

Payment Terms

Unless otherwise agreed to by Seller in writing, all payments are due thirty (30) days from date of invoice and due at Seller's main office in Warrendale, PA. Purchaser agrees that Seller specifically retains a security interest under the Uniform Commercial Code in all goods and proceeds thereof to secure payment of all amounts due from Purchaser to Seller. Any payment not received when due is subject to a one and one half percent (1.5%) finance charge per month on the unpaid balance. If the unpaid balance is collected by or through an attorney at law or other licensed entity, Purchaser agrees to pay Seller for all reasonable attorney's fees and/or collection costs. All purchases shall be subject to the terms and conditions contained herein. If at any time Purchaser fails to submit timely payments, or Seller determines the financial condition of the Purchaser does not justify the terms of payment established, Seller may, at Seller's sole option, require full or partial payment in advance or shall have the right to cancel any purchase order and shall be fully reimbursed for Seller's reasonable and proper cancellation charges. If an outstanding agreement for goods and/or services is terminated for any reason, all outstanding invoices will become due immediately.

Warranties, Limitation of Damages and Remedies

Purchaser must look solely to all manufacturer warranties for specific information regarding warranties. Seller warrants all applications delivered to be free from defects in material and workmanship at the time of shipment and/or delivery to Purchaser's facility, and for a period of sixty (60) days from time of shipment and/or delivery to Purchaser's facility.

This warranty does not cover any goods and/or services which have been subject to misuse, accident, abuse, neglect, improper installation (installed by other than Seller), storage, and improper maintenance. Any alterations or repairs performed without express written consent of Seller will void the warranty.

Seller shall not be liable for any loss of use, or for any direct, incidental, or consequential damages due to goods and/or services provided. All implied warranties and specifically the implied warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.

The terms of this warranty shall constitute Purchaser's sole and exclusive remedy and Seller's sole and exclusive liability with respect to this agreement. Seller shall have no further obligation or liability upon the expiration of the warranty periods set forth above.

Seller's liability to Purchaser (or that of Seller's Agent/Representative) arising from the supplying of goods and/or services, shall not in any case exceed the cost of the original purchase order.

Indemnification

Purchaser shall indemnify and hold Seller, its parent corporations, subsidiaries, affiliates, suppliers, manufacturers, subcontractors, officers, directors, employees, representatives and agents harmless from any liability or damage whatsoever, including any court costs and attorney's fees arising from the use of any goods and/or services supplied by the Seller.

Disputes

At the sole discretion of Seller, Seller may require any controversy, dispute or claim, of whatever kind, arising out of or relating to this agreement be resolved by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amended and in effect. Any litigation or arbitration arising out of this agreement shall be brought, maintained and administered in Allegheny County, PA. Should Seller be successful, in part or in whole, in prosecuting or defending any lawsuit or arbitration, then Seller shall be entitled to fully recover its litigation or arbitration expenses, including attorney's fees.

Force Majeure

Notwithstanding any provision of this Agreement to the contrary, neither party shall have any liability to the other for a temporary cessation of performance or delay in performance resulting from an event or occurrence beyond its reasonable control, including acts of God, actions by governmental authority (whether valid or invalid), pandemics, epidemics, flood, fire or other extreme weather conditions, national emergency, strikes or other labor difficulties, explosions, war, civil unrest, sabotage, power failure, equipment failure or any cause of like nature beyond its reasonable control; provided that nothing in this Section is intended nor shall it be construed to relieve either party hereto of any obligation to pay money hereunder or extend any time for payment hereunder.

Applicable Law

This agreement is made in and shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions of the laws of the Commonwealth of Pennsylvania.

Failure to Fully Compensate

Should Purchaser fail to fully compensate Seller for any goods and/or services provided, Seller shall be fully released from any obligations herein or otherwise.

Waiver

The waiver by Seller of any term, condition, or provision hereunder must be in writing and shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision on this order or future orders.

Authority of Sellers Agents

No agent, employee, or representative of Seller has any authority to bind Seller or form a part of the basis of this agreement unless the agent, employee, or representative of Seller is specifically included within this agreement and accepted in writing by an officer of Seller.

Non-Solicit and Non-Hire

Purchaser agrees, for a period of one (1) year after conclusion of purchase, that purchaser shall not, without the prior written consent, directly or indirectly solicit, hire, entice, or encourage any person currently employed or who within six (6) months prior to the termination shall have been an employee or consultant of GrayMatter, to leave his or her employment or consulting position with the GrayMatter, or engage, or attempt or agree to engage, in any capacity, the services of any such person, or aid or assist anyone else to do so.

This document contains proprietary and confidential information belonging to Gray Matter Systems, LLC. Neither this document nor the information disclosed herein is to be reproduced or transferred, in part or in whole, to other documents, or used or disclosed for any other purpose to any third parties.

GrayMatter's Privacy Policy

Last updated August, 2021

INTRODUCTION

GrayMatter respects the privacy of our users. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our website, www.graymattersystems.com, including any other media form, media channel, mobile website, or mobile application related or connected thereto (collectively, the "Site"). Please read this privacy policy carefully. If you do not agree with the terms of this privacy policy, please do not access the site.

We reserve the right to make changes to this Privacy Policy at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of this Privacy Policy. Any changes or modifications will be effective immediately upon posting the updated Privacy Policy on the Site, and you waive the right to receive specific notice of each such change or modification.

You are encouraged to periodically review this Privacy Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Site after the date such revised Privacy Policy is posted.

COLLECTION OF YOUR INFORMATION

We may collect information about you in a variety of ways. The information we may collect on the Site includes:

Personal Data

Personally identifiable information, such as your name, shipping address, email address, and telephone number, and demographic information, such as your age, gender, hometown, and interests, that you voluntarily give to us on the Site or when you choose to participate in various activities related to the Site, such as event, training & webinar registrations, online chat, message boards and/or meetings, consultations, or conducting

business with GrayMatter and our partners. In some cases, if you request sales information and opt-in with our partner and we contact you as an extension of their business practices, we will assume you are opted into receiving our emails as well. You are under no obligation to provide us with personal information of any kind, however your refusal to do so may prevent you from using certain features of the Site and our events.

Derivative Data

Information our servers automatically collect when you access the Site, such as your IP address, your browser type, your operating system, your access times, and the pages you have viewed directly before and after accessing the Site.

Mobile Device Data

Device information, such as your mobile device ID, model, and manufacturer, and information about the location of your device, if you access the Site from a mobile device.

Data From Contests, Giveaways, and Surveys

Personal and other information you may provide when entering contests or giveaways and/or responding to surveys.

USE OF YOUR INFORMATION

Having accurate information about you permits us to provide you with a smooth, efficient, and customized experience. Specifically, we may use information collected about you via the Site to:

Create and manage your account.

Deliver targeted advertising, coupons, newsletters, and other information regarding promotions and the Site to you.

Email you regarding your account or order.

Enable user-to-user communications.

Fulfill and manage purchases, orders, payments, and other transactions related to the Site.

Generate a personal profile about you to make future visits to the Site more personalized.

Increase the efficiency and operation of the Site.

Monitor and analyze usage and trends to improve your experience with the Site.
Notify you of updates to the Site.
Offer new products, services, and/or recommendations to you.
Perform other business activities as needed.
Prevent fraudulent transactions, monitor against theft, and protect against criminal activity.
Process payments and refunds.
Request feedback and contact you about your use of the Site.
Resolve disputes and troubleshoot problems.
Respond to product and customer service requests.
Send you a newsletter.
Solicit support for the Site.
Administer sweepstakes, promotions, and contests.
Assist law enforcement and respond to subpoena.
Compile anonymous statistical data and analysis for use internally or with third parties.

DISCLOSURE OF YOUR INFORMATION

We may share information we have collected about you in certain situations. Your information may be disclosed as follows:

By Law or to Protect Rights

If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.

Third-Party Service Providers

We may share your information with third parties that perform services for us or on our behalf, including payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance.

Marketing Communications

With your consent, or with an opportunity for you to withdraw consent, we may share your information with third parties for marketing purposes, as permitted by law.

Interactions with Other Users

If you interact with other users of the Site, those users may see your name, profile photo, and descriptions of your activity, including sending invitations to other users, chatting with other users, liking posts, following blogs.

Online Postings

When you post comments, contributions or other content to the Site, your posts may be viewed by all users and may be publicly distributed outside the Site in perpetuity.

Affiliates

We may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

Business Partners

We may share your information with our business partners to offer you information, certain products, services or promotions.

Other Third Parties

We may share your information with advertisers and investors for the purpose of conducting general business analysis. We may also share your information with such third parties for marketing purposes, as permitted by law.

Sale or Bankruptcy

If we reorganize or sell all or a portion of our assets, undergo a merger, or are acquired by another entity, we may transfer your information to the successor entity. If we go out of business or enter bankruptcy, your information would be an asset transferred or acquired

by a third party. You acknowledge that such transfers may occur and that the transferee may decline honor commitments we made in this Privacy Policy.

We are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails or other communications from third parties, you are responsible for contacting the third party directly.

TRACKING TECHNOLOGIES

Cookies and Web Beacons

We may use cookies, web beacons, tracking pixels, and other tracking technologies on the Site to help customize the Site and improve your experience. When you access the Site, your personal information is not collected through the use of tracking technology. Most browsers are set to accept cookies by default. You can remove or reject cookies, but be aware that such action could affect the availability and functionality of the Site. You may not decline web beacons. However, they can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.

Website Analytics

We may also partner with selected third-party vendors such as Adobe Analytics, Google Analytics, and others, to allow tracking technologies and remarketing services on the Site through the use of first party cookies and third-party cookies, to, among other things, analyze and track users' use of the Site, determine the popularity of certain content and better understand online activity. By accessing the Site, you consent to the collection and use of your information by these third-party vendors. You are encouraged to review their privacy policy and contact them directly for responses to your questions. We do not transfer personal information to these third-party vendors. However, if you do not want any information to be collected and used by tracking technologies, you can visit the third-party vendor or the Network Advertising Initiative Opt-Out Tool or Digital Advertising Alliance Opt-Out Tool.

You should be aware that getting a new computer, installing a new browser, upgrading an existing browser, or erasing or otherwise altering your browser's cookies files may also clear certain opt-out cookies, plug-ins, or settings.

THIRD-PARTY WEBSITES

The Site may contain links to third-party websites and applications of interest, including advertisements and external services, that are not affiliated with us. Once you have used these links to leave the Site, any information you provide to these third parties is not covered by this Privacy Policy, and we cannot guarantee the safety and privacy of your information. Before visiting and providing any information to any third-party websites, you should inform yourself of the privacy policies and practices (if any) of the third party responsible for that website, and should take those steps necessary to, in your discretion, protect the privacy of your information. We are not responsible for the content or privacy and security practices and policies of any third parties, including other sites, services or applications that may be linked to or from the Site.

SECURITY OF YOUR INFORMATION

We use administrative, technical, and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, we cannot guarantee complete security if you provide personal information.

POLICY FOR CHILDREN

We do not knowingly solicit information from or market to children under the age of 13. If you become aware of any data we have collected from children under age 13, please contact us using the contact information provided below.

CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems include a Do-Not-Track (“DNT”) feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically

communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this Privacy Policy./Most web browsers and some mobile operating systems include a Do-Not-Track (“DNT”) feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. If you set the DNT signal on your browser, we will respond to such DNT browser signals.

OPTIONS REGARDING YOUR INFORMATION

Emails and Communications

If you no longer wish to receive correspondence, emails, or other communications from us, you may opt-out by:

Accessing our email preferences page

Contacting us using the contact information provided below

If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.

CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83, also known as the “Shine The Light” law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Site, you have the right to request removal of unwanted data that you publicly post on the Site. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Site, but please be aware that the data may not be completely or comprehensively removed from our systems.

CONTACT US

If you have questions or comments about this Privacy Policy, please contact us at:

GrayMatter

100 Global View Drive

Suite 200

Warrendale, PA 15086

412-741-2410

marketing@graymattersystems.com