

Digital Globe Services, Inc. Client Privacy Policy

Digital Globe Services, Inc. d/b/a ibex Digital (“ibex Digital,” “we,” “us,” and “our”) is committed to protecting the privacy and security of data through compliance with this Privacy Policy (the “**Policy**”). The purpose of this Policy is to provide our clients, and duly authorized employees, agents, representatives, or vendors of our clients (“**Client**,” “**you**,” and “**your**”) with insight into the privacy and security measures that ibex Digital uses to protect all data obtained through our software as a service, Bundledealer.com (“**SaaS**” or the “**Platform**”). The Privacy Policy clarifies ibex Digital’s limited role as a SaaS provider for data collected from and on behalf of Clients using ibex Digital’s subscription services to the Platform (“Subscription Services”).

1. **Scope of Policy.** This Policy outlines the privacy practices that ibex Digital employs in collecting, receiving, using, maintaining, and disclosing data obtained in connection with offering ibex Digital’s Platform to Clients as a service, including related consulting, support, hosting, management, and maintenance services that ibex Digital provides to Clients. Your use of the Platform and ibex Digital’s SaaS constitutes your agreement to this Privacy Policy.

This Policy is incorporated into each Client’s Bundledealer.com Services Agreement (the “**Services Agreement**”) permitting access to and use of the Platform and into our Terms of Use, **also found at www.bundledealer.com/TermsOfUse**.

2. **Definitions.** All terms defined in the Services Agreement shall have the same meaning when used in this Privacy Policy. For convenience and ease of reference, the following definitions are used throughout this Policy:
 - a. “**Bundledealer.com**” means ibex Digital’s proprietary software platform, which is a multi-functional “Address Qualification,” “Offer Management,” “Order Entry,” “Order and Reporting Management” platform application, to which Client and its Customers shall be granted access on a SaaS basis.
 - b. “**Client Data**” means all Customer interactions and transactions made through the Platform, which will include, a subset of the following data categories as requested by Client and/or as reasonably necessitated by the nature of the transaction: Client, Service Provider, Order Confirmation Number (OCN), Offer Name, Video RGU, Internet RGU, Voice RGU, Customer First Name, Customer Last Name, Customer Phone Number, Customer Email, Customer Address, IBO Number (Agent ID), Video Activity Date, Video Activity Status, Internet Activity Date, Internet Activity Status, Voice Activity Status, Voice Activity Date, Order Date.
 - c. “**Confidential Information**” means the Services Agreement and the Services rendered pursuant thereto, any and all data and information imparted by one party to the other party, whether orally or in writing, including information regarding such party’s business, assets, Clients, suppliers, financial condition or otherwise whether furnished prior to or after the date hereof, including without limitation financial statements and other financial information, information regarding past, present or future business or prospects, trade secrets, methods or policies, formulas, processes, procedures, manuals, instructions, techniques, devices, records, drawings, specifications, designs, technology, computer hardware and software, materials and parts lists, test criteria, Client lists, design data, manufacturing and operating specifications and any information designated as confidential by the Disclosing Party in writing to the Receiving Party. This includes all Content, User data, and Customer Data.
 - d. “**Content**” means all data and/or information which is uploaded to, transferred through, posted, processed, or entered into the Platform or otherwise communicated to ibex Digital

by or on behalf of Client, its Users, and/or Customers or prospective Customers, including but not limited to Customer Data.

- e. **“Customer”** means a purchaser of products and/or services from or through Client or a User.
- f. **“Customer Data”** means the personally identifiable information of Customers or prospective Customers.
- g. **“ibex Digital Products”** means ibex Digital’s proprietary software Platform and any and all enhancements, modifications, additions to it, including any source code that is used to integrate the Platform to Client’s network.
- h. **“Personally Identifiable Information”** means Customer Data or User information, payment card information, and/or other personally identifiable information of Customers or Users.
- i. **“Platform”** means Bundledealer.com, and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), together with any associated knowledgebase and any incremental ibex Digital Products that are developed and added to the platform from time-to-time.
- j. **“Protected Data”** means all data that is accessed on Bundledealer.com.
- k. **“SaaS”** means the offering of ibex Digital’s software on a software as a service basis.
- l. **“Security Breach”** means: (x) the unauthorized acquisition, access, or use of Protected Data by a third party or (y) disclosure of Protected Data occurring directly or indirectly from the violation of the terms of the ibex Digital Security Policies by Client or any User or (z) any act or omission that materially compromises either the security, confidentiality, or integrity of the physical, technical, administrative, or organizational safeguards put in place by us that relate to the protection of Protected Data.
- m. **“Service Provider(s)”** means multi-service operators and/or telecommunications companies who offer services to end users, including services such as video, high speed internet access, and telephone.
- n. **“Service(s)”** means the services to be provided to Client by ibex Digital, including the Subscription Services, the other services described in the Services Agreement, and any ancillary services that may be provided by ibex Digital to Client.
- o. **“Subscription Services”** means the subscription services to Bundledealer.com as a SaaS.
- p. **“User(s)”** means all agents of Client (e.g., resellers, dealers, etc.) (**“Agents”**), together with their respective employees, consultants, or any other individuals that work for Client or an Agent and are authorized by Client or Agent to use the Services; and any other third parties to which Client grants access to the Services.

3. **Data Collection.**

- a. **Types of Data.** ibex Digital collects and processes several types of information from and about Clients, including:

- i. General Client information, such as a Client’s company name and address, payment information, the Client representative’s contact information, and personal data about a Client’s account team members and users (“General Information”) for billing and contracting purposes.
- ii. Information and correspondence Clients submit to us in connection with the Platform, our Services, including Subscription Services, and other requests related to our Services.
- iii. Client Data regarding all Customer interactions and transactions made through the Platform.
- iv. Confidential Information.
- v. Customer Data, including Personally Identifiable Information such as basic contact information, like name, postal address, email address and phone number, as well as more sensitive personal information, such as financial payment card information.
- vi. Protected Data.
- vii. Quantitative reporting data derived from use of the Subscription Service. All data collected, used, and disclosed will be in aggregate form only and will not identify Clients or Users.
- viii. Electronic communications protocols. ibex Digital may automatically receive information from you as part of the communication connection itself, which often consists of cookies (a small piece of information sent by a web server to store on a web browser so it can later be read back from that browser), network routing information (where you came from), equipment information (browser type or device type), your IP address (which may identify your general geographic location or company), and date and time. We may also automatically receive and record information about your interaction with the Platform, such as clickstream information (when each webpage was visited and how much time was spent on the page), how often you access the Platform, performance data, aggregate usage, or general geo-location data.

This data, collected and processed by ibex Digital, as it pertains to each Client, is collectively referred to herein as the “**Collected Information.**”

- b. **Use of Collection.** ibex Digital uses the Collected Information to perform the Services offered to Clients and may access, collect, analyze, and use such Collected Information for the following purposes:
 - i. **Service Offering:** In order to provide the Services, it may be necessary for ibex Digital to access, store, and retain Client Data for purposes such as service enablement, billing, account maintenance, Client support, responding to Client requests, customization, training, or other services, and to ensure performance improvement plans and programs.
 - ii. **Performance Purposes:** In order to ensure satisfactory performance standards, security levels, and enforcement of service-level commitments, it may be necessary for ibex Digital to access a Client’s services environment.

- iii. **Reporting Purposes:** In order to provide reporting as outlined in the Services Agreement, ibex Digital will engage directly with all Content and Collected Information, including Client Data, and Customer Data.
 - iv. **Maintenance, Fixes, and Upgrade Purposes:** In order to upgrade the system to the latest version or to monitor system performance or to introduce issue fixes, it may be necessary, without notice to the Client, for ibex Digital to access the Platform and provide patches, updates, and fixes.
 - v. **Communication Purposes:** In order to better serve the Client, such as to provide emergency notifications, to offer support services, or to communicate beneficial offers, it may be necessary to engage with the information directly. This may include access to information for the purpose of reproducing an error or troubleshooting an incident.
 - vi. **Legal Purposes:** ibex Digital may be required to provide data to comply with any law, court order, governmental authority, legally mandated reporting, or other legal process requirements (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence, for national security and/or law enforcement purposes; (d) to enforce our terms and conditions; and (e) to allow us to pursue available remedies or limit the damages that we may sustain. Additionally, in the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings), we may transfer the Collected Information we have collected to the relevant third party.
- c. **Client Obligations Regarding Customer Data.** ibex Digital operates with the understanding that it is your obligation to notify individuals whose personal data may be included in your Customer Data about the personal data you collect and the purposes for which you collect it, to obtain their consent to our processing of their personal data, where required, and to ensure that such personal data is reliable for its intended use, accurate, complete and current.

Notwithstanding anything else to the contrary herein, we will not use, disclose, review, share, distribute, transfer, or reference any Collected Information except as permitted in the Services Agreement, this Policy, or as required by law.

Unless otherwise expressly set forth in an a mutually executed agreement between Client and ibex Digital, ibex Digital shall not be deemed to have a direct relationship with Customers who provide Personally Identifiable Information. Therefore, Clients control and are responsible for correcting, deleting, or updating information they have collected from individuals using the Subscription Service. We are not responsible for our Clients' use of information collected through the Platform.

4. **Data Protection.** ibex Digital has adopted and implemented reasonable data collection, storage, and processing practices and security measures to protect against the unauthorized access, alteration, disclosure, or destruction of Collected Information. We use standard security protocols and mechanisms to exchange the transmission of sensitive data such as credit card details. When you enter sensitive Personal Information such as your credit card number on our site, we encrypt it using secure socket layer (SSL) technology. The “**ibex Digital Security Policies**” cover the management of security for both its internal operations as well as the Platform. These policies govern all areas of security applicable to ibex Digital’s Services, and are available for review at our website.

5. **Notice of a Security Breach.** ibex Digital promptly evaluates and responds to incidents that create suspicions of unauthorized handling of services data that result in a **Security Breach**. If ibex Digital determines that your Collected Information has been misappropriated or otherwise wrongly acquired by a third party, as part of a Security Breach, ibex Digital will promptly report such misappropriation or acquisition to you. Additionally, ibex Digital will notify appropriate regulatory bodies of any Security Breach, where applicable and required under applicable law. In the event criminal activity is suspected or known to have occurred, ibex Digital will notify the appropriate administrative, legal, and/or law enforcement authorities as soon as practical. However, ibex Digital reserves the right to delay notification under any contractual agreement in situations in which law enforcement is investigating the Security Breach, or when the delay is necessary to restore the reasonable integrity of the information system.
6. **Disclosure to Third Parties.** ibex Digital may share any Collected Information with vendors, subcontractors, and Service Providers utilized in connection with the operation of our business and the provision of our Services.

a. We may disclose Collected Information to the following third parties:

- i. Our subsidiaries and affiliates;
- ii. Vendors, subcontractors, business partners, and Service Providers we use to support our Services and/or who provide services on behalf of our Clients;
- iii. In the event of merger, acquisition, or any form of sale or transfer of some or all of our assets (including in the event of a reorganization, dissolution, or liquidation), in which case Collected Information will be among the assets transferred to the buyer or acquirer.

Any access to or use of data by these third parties will be consistent with the terms of the Services Agreement and this Policy.

b. We may also disclose Collected Information to third parties to:

- i. Comply with any law, court order, governmental authority, legally mandated reporting, or other legal obligation.
- ii. Enforce or apply the terms of the Services Agreement between a Client and ibex Digital pursuant to which the Client purchased the Subscription Service for access to the Platform.
- iii. Protect the rights, property, health, or safety of ibex Digital, its employees, and its Clients, as well as Users and Customers, and the general public.

7. **Data Retention.** ibex Digital may retain the Collected Information for as long as you have a subscription to the Platform and are utilizing ibex Digital Products, as it may be useful in order to potentially contact you about the Platform, other services, products, or offerings, or as required by law or reasonably necessary for ibex Digital to comply with any legal obligations, or to enforce our rights or to resolve disputes.

In some cases, we may retain the Collected Information in an aggregated and anonymous manner indefinitely.

8. **Changes to this Policy.** ibex Digital reserves the right and discretion to change, modify, add, or remove any portion of this Policy at any time without prior notice. Your continued use of the Platform and ibex Digital's Services constitute your agreement to such updated Policy.
9. **Contact for Questions, Comments, or Concerns.** If you have any question, comment, or concern about this Policy or our practices in handling the data we collect, please contact ibex Digital as follows: support@bundledealer.com.