

Teralytic Privacy Policy

This Privacy Policy explains who Teralytic is, how Teralytic collects, shares and uses Personal Information, and how you can exercise your privacy rights. This Privacy Policy applies to Subscribers of Teralytic's Services and Visitors to Teralytic's Website.

1. About Teralytic

Teralytic, Inc. ("Teralytic," "us" or "we") provides Teralytic Soil Probes ("Device") to customers under a [Device Lease and Data Upload Agreement](#) ("Agreement"). Teralytic also operates a Website and associated services that allows customers and some non-customers with access to data generated by the Device. Use of the Website is subject to Teralytic's [Terms of Service](#).

2. Key Terms

In this Privacy Policy, these terms have the following meanings:

"Subscriber" means any person or entity that is registered with us to use the Services.

"Personal Information" means any information that identifies or can be used to identify a Subscriber or a Visitor, directly or indirectly. Examples of Personal Information include first and last name, date of birth, email address, gender, occupation, or other demographic information.

"Website" means any websites we own and operate (such as www.teralytic.com) or any web pages, interactive features, applications, widgets, blogs, social networks, social network "tabs," or other online, mobile, or wireless offerings that post a link to this privacy policy.

"Web Services" means any service provided through a Website or associated mobile, tablet or similar application.

"Services" means Web Services and those services offered according to the Agreement.

"Visitor" means any person who visits any of Teralytic's Websites.

"you" and "your" means, depending on the context, either a Subscriber or a Visitor.

3. Privacy for Subscribers

This section applies to the Personal Information we collect and process from a Subscriber or potential Subscriber through the provision of the Web Services. If you are not a Subscriber, the Visitors section of this policy may be more applicable to you and your data. In this section, "you" and "your" refer to Subscribers and potential Subscribers.

3.1. Information We Collect

The Personal Information that Teralytic may collect broadly falls into the following categories:

- A. **Information you provide to us:** In the course of engaging with our Services, you may provide Personal Information about you. Personal Information is provided to us when you sign up for and use the Services, consult with our customer service team, send us an email, integrate the Web Services with another website.

- B. **Information we collect automatically:** When you use the Web Services, we may automatically collect certain information about your device and usage of the Services. We use cookies and other tracking technologies to collect some of this information.
- C. **Information we collect from other sources:** We may obtain information about you from third-party sources, such as public databases, social media platforms, third-party data providers and our joint marketing partners.
- D. **Information from the use of our mobile apps:** When you use our mobile apps, we may collect certain device and usage-related information in addition to information described elsewhere in this Privacy Policy.

3.2. Use of Personal Information

We may use the Personal Information we collect through the Services or other sources for a range of reasons, including:

- **To bill and collect money owed by you.**
- **To send you alerts.**
- **To communicate with you about your account.**
- **To provide customer support.**
- **To enforce compliance with the Agreement or other contracts with you.**
- **To comply with court orders, subpoenas, and other legal requests.**
- **To provide information to our advisors, including attorneys and accountants.**
- **To prosecute and defend a legal proceeding.**
- **To provide, support and improve the Services.** For example, this may include sharing information with third parties in order to provide and support our Services or to make certain features of the Services available to you.
- **To combine information.** We may combine Personal Information with other information we collect or obtain about you (such as your Data generated by your Device) to serve you specifically, such as to deliver a product or service according to your preferences.
- **Other purposes.** To carry out other legitimate business purposes, as well as other lawful purposes about which we will notify you.

3.3. Cookies and Tracking Technologies

Teralytic and our partners may use various technologies to collect and store information when you use our Services, and this may include using cookies and similar tracking technologies. These technologies allow Teralytic to collect information such as the recipient's IP address, browser, email client type and other similar details. We use this information to measure the performance of our Web Services and enhance our Services.

3.4. Subscriber's Data Protection Rights

Subscribers may have the following data protection rights:

- **To access, correct, update or request deletion of Personal Information.** Teralytic takes reasonable steps to ensure that the data we collect is reliable for its intended use, accurate, complete and up to date. As a Subscriber, you can manage many of your individual account and profile settings within the dashboard provided through the

Teralytic platform, or you may contact us directly by emailing us at info@teralytic.com.

- In addition, individuals who are residents of the European Union can object to processing of their Personal Information, ask to restrict processing of their Personal Information or request portability of their Personal Information. You can exercise these rights by contacting us at info@teralytic.com.
- Similarly, if Personal Information is collected or processed on the basis of consent, the data subject can withdraw their consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your Personal Information conducted in reliance on lawful processing grounds other than consent.
- The right to complain to a data protection authority about the collection and use of Personal Information. For more information, please contact your local data protection authority.

4. Privacy for Visitors

This section applies to Personal Information that we collect and process through our Websites and in the usual course of our business, such as in connection with our recruitment, events, sales and marketing activities. **In this section "you" and "your" refers to Visitors.**

4.1. Information We Collect

- Information you provide to us on the Website or otherwise:** Our Website may ask you to provide Personal Information voluntarily. For example, we may ask you to provide certain Personal Information (such as your name, contact details, company name, profile information) in order to sign up for a free or paid Teralytic account, apply for a role with Teralytic, or otherwise submit inquiries to us. We may also collect Personal Information, such as your contact and job details and feedback, when you attend our events, take part in surveys, or through other business or marketing interactions we may have with you. You may choose to provide additional information when you communicate with us or otherwise interact with us, and we will keep copies of any such communications for our records.
- Information we collect automatically through the Website:** When you visit our Website, we may also collect certain information automatically from your device. In some countries, including countries in the European Union, this information may be considered Personal Information under applicable data protection laws.

4.2. Use of Personal Information

We may use the information we collect through our Website for various reasons, including:

- To provide, operate, optimize, and maintain our Website.
- To send you information for marketing purposes, in accordance with your marketing preferences.
- For recruitment purposes if you have applied for a role with Teralytic.
- To respond to your online inquiries and requests, and to provide you with information and access to resources or services that you have requested from us.
- To manage our Website and system administration and security.
- To improve the navigation and content of our Website.
- To identify any server problems or other IT or network issues.

- To process transactions and to set up online accounts.
- To compile aggregated statistics about site usage and to better understand the preferences of our Visitors.
- To develop and improve our Services.
- To customize content and layout of the Website.
- To carry out other legitimate business purposes, as well as other lawful purposes.

In addition, we may combine Personal Information with other information we collect or obtain about you (such as information we source from our third-party partners) to serve you specifically, such as to deliver a product or service according to your preferences or restrictions, or for advertising or targeting purposes in accordance with this Privacy Policy. When we combine Personal Information with other information in this way, we treat it as Personal Information.

4.3 Cookies and Tracking Technologies

Teralytic and our partners may use various technologies to collect and store information when you use our Services, and this may include using cookies and similar tracking technologies. These technologies allow Teralytic to collect information such as the recipient's IP address, browser, email client type and other similar details. We use this information to measure the performance of our Web Services and enhance our Services.

4.4. Visitors' Data Protection Rights

You have the following data protection rights:

- **To access, correct, update, or request deletion** of your Personal Information. Teralytic takes reasonable steps to ensure that the data we collect is reliable for its intended use, accurate, complete, and up to date. You may contact us directly at any time about accessing, correcting, updating, or deleting your Personal Information, or altering your data or marketing preferences by emailing us at [_@Teralytic.com](mailto: @_@Teralytic.com). We will consider your request in accordance with applicable laws.
- In addition, if you are a resident of the European Union, you can **object to processing** of your Personal Information, ask us to **restrict processing** of your Personal Information or **request portability** of your Personal Information. You can exercise these rights by emailing us at [_@Teralytic.com](mailto: @_@Teralytic.com).
- Similarly, if we have collected and processed your Personal Information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your Personal Information conducted in reliance on lawful processing grounds other than consent.
- You have the **right to complain to a data protection authority** about our collection and use of your Personal Information. For more information, please contact your local data protection authority.

5. How Teralytic Shares Information

We may share and disclose your Personal Information to the following types of third parties for the purposes described in this Privacy Policy:

- A. **Our service providers:** Sometimes, we share your information with our third-party service providers, who help us provide and support our Services and other business-related functions.
- B. **Advertising partners:** We may partner with third-party advertising networks and exchanges to display advertising on our Websites or to manage and serve our advertising on other sites and may share Personal Information with them for this purpose.
- C. **Any competent law enforcement body, regulatory body, government agency, court or other third party** where we believe disclosure is necessary (a) as a matter of applicable law or regulation, (b) to exercise, establish, or defend our legal rights, or (c) to protect your vital interests or those of any other person.
- D. **A potential buyer (and its agents and advisors)** in the case of a sale, merger, consolidation, liquidation, reorganization, or acquisition.
- E. **Any other person with your consent.**

6. Legal Basis for Processing Personal Information (EU Persons Only)

If you are from the European Union, our legal basis for collecting and using the Personal Information described above will depend on the Personal Information concerned and the specific context in which we collect it.

However, we will normally collect and use Personal Information from you where the processing is in our legitimate interests and not overridden by your data-protection interests or fundamental rights and freedoms. Typically, our legitimate interests include improving, maintaining, providing, and enhancing our technology, products, and services; ensuring the security of the Services and our Website; and for our marketing activities. If you are a Subscriber, we may need the Personal Information to perform a contract with you. In some limited cases, we may also have a legal obligation to collect Personal Information from you. Where required by law, we will collect Personal Information only where we have your consent to do so.

7. Your Ability to Opt-Out

Subscribers and Visitors who have opted in to our marketing emails can opt out of receiving marketing emails from us at any time by clicking the "unsubscribe" link at the bottom of our marketing messages. All opt-out requests can also be made by emailing us at info@teralytic.com.

8. Security

Teralytic takes appropriate and reasonable technical and organizational measures to protect Personal Information from loss, misuse, unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in the processing and the nature of the Personal Information.

Teralytic subscriber accounts require a username and password to log in. Subscribers must keep their username and password secure. Teralytic cannot resend forgotten passwords but we will only provide Subscribers with instructions on how to reset them.

9. Retention of Information

Teralytic retains Personal Information where we have an ongoing legitimate business or legal need to do so. When we have no ongoing legitimate business need to process your Personal Information, we will either delete or anonymize it or, if this is not possible (for example, because your Personal Information has been stored in backup archives), then we will securely store your Personal Information and isolate it from any further processing until deletion is possible.

10. California Privacy

Under California Law, California residents have the right to request in writing from businesses with whom they have an established business relationship, (a) a list of the categories of Personal Information, such as name, email, and mailing address, and the type of services provided to the customer that a business has disclosed to third parties (including affiliates that are separate legal entities) during the immediately preceding calendar year for the third parties' direct marketing purposes, and (b) the names and addresses of all such third parties. To request the above information, please contact us at info@teralytic.com.

11. Modifications

We may change this Privacy Policy at any time and from time to time. All updates and amendments are effective immediately upon receiving notice, or upon visiting the Website.

12. Miscellaneous Legal Terms

This Privacy Policy is governed by New York law. Any suit naming Teralytic (including any affiliated company or brand, owners, employees, attorneys, or agents) as a party involving these Terms must be filed in the state courts or federal district court located in New York, and you consent to venue and jurisdiction there. Teralytic's failure to enforce any provision in this Privacy Policy is not a waiver of the right to do so at a later date. If any provision is found unenforceable, the remaining provisions of the Privacy Policy will remain in full effect. You may not assign your Teralytic account or any of your rights in this Agreement. Teralytic may assign its rights without your consent. This Agreement does not create an employee, partnership or agency relationship between you and Teralytic. Any dispute that involves the Agreement is subject to binding arbitration as further explained by the Agreement.