

## DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the March Networks Terms of Service for Cloud based Video Services (the “**Agreement**”) between March Networks, as defined in the Agreement (“**March Networks**”) and Subscriber as defined in the Agreement (“**Subscriber**”), governing certain products, technology and/or services provided by March Networks (collectively, the “**Offerings**”). This DPA becomes part of the Agreement for Subscribers and is incorporated into the Agreement by reference. This DPA is effective as of the same date as the Agreement.

For purposes of this DPA, March Networks and Subscriber may be referred to individually as a “**party**” and collectively as the “**parties**”. This DPA reflects each party’s understanding and agreement with regard to the Processing of Subscriber Personal Information. In the event of a conflict between this DPA and the Agreement, the terms and conditions set forth in this DPA shall supersede and control with respect to such conflict. For the avoidance of doubt, any provision set forth in the Agreement that is neither addressed nor contradicted by this DPA shall remain in full force and effect. Any capitalized term that is used, but not otherwise defined, herein shall be ascribed the meaning set forth in the Agreement.

Each party’s signature to the Agreement shall constitute signature and acceptance of this DPA, including any exhibit or terms attached hereto or otherwise incorporated herein.

### 1. DEFINITIONS

- 1.1. **Canadian Data Privacy Law** includes the Personal Information Protection and Electronic Documents Act and substantially similar provincial legislation, as applicable to the Processing, as amended or replaced from time to time.
- 1.2. **California Consumer Privacy Act (“CCPA”)** means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (“**CPRA**”) and any other applicable amendments (codified at Cal. Civ. Code § 1798.100 et seq.), and includes any and all implementing regulations thereto.
- 1.3. **Data Breach** means any unauthorized access, use, loss, acquisition, exfiltration, or disclosure of unencrypted Subscriber Personal Information. A Data Breach does not include an Unsuccessful Security Incident.
- 1.4. **Data Controller** means, to the extent that term is recognized under applicable law, an entity that determines the purposes and means of the Processing of Personal Information.
- 1.5. **Data Processor** means, to the extent that term is recognized under applicable law, an entity that Processes Personal Information on behalf of a Data Controller.
- 1.6. **Data Protection Law** means all laws, statutes, and regulations applicable to the Processing of Subscriber Personal Information under the Agreement, including (when applicable) US Data Privacy Law and Canadian Privacy Law. Nothing herein concedes the applicability of any Data Protection Law to Subscriber, or a particular consumer or Data Subject.
- 1.7. **Data Subject** means an identified or identifiable individual whose Personal Information is being Processed by March Networks.
- 1.8. **Documented Instructions** means the Processing terms and conditions set forth in the Agreement (including this DPA) and any applicable statement of work, Offering documentation/specifications, or similar materials issued thereunder.
- 1.9. **Personal Information** means any information or data that, alone or in combination with other information or data, can be used to reasonably identify a particular individual, or, as if defined as such under Data Protection Law, a household or device, and is subject to, or otherwise afforded protection under, an applicable Data Protection Law.
- 1.10. **Process, Processing, or Processes** means any action performed on Subscriber Personal Information, including collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transfer or otherwise making available, alignment or combination, restriction, deletion, or destruction, and otherwise includes handling of Personal Information defined as “processing” under Applicable Laws. .

- 1.11. **Subprocessor** means any third-party organization engaged by March Networks, or by another Sub-processor, to Process Subscriber Personal Information on its behalf.
- 1.12. **Subscriber Personal Information** means the Personal Information that March Networks Processes on behalf of Subscriber.
- 1.13. **United States (US) Data Privacy Law** means all federal, state, and local data privacy laws in the United States, including but not limited to the CCPA, Colorado Privacy Act, Connecticut Data Privacy Act, Delaware Online Privacy and Protection Act, Montana Consumer Data Privacy Act, Oregon Consumer Privacy Act, Utah Consumer Privacy Act, Virginia Consumer Data Protection Act, the Illinois Biometric Information Privacy Act, Washington My Health My Data Act, and their implementing rules and regulations.
- 1.14. **Unsuccessful Security Incident** means an unsuccessful attempt or activity that does not compromise the security of Subscriber Personal Information, including (without limitation) pings and other broadcast attacks of firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

## 2. SCOPE AND APPLICABILITY; OWNERSHIP

- 2.1. **Scope; Applicability.** This DPA applies where and only to the extent that: (i) March Networks Processes Subscriber Personal Information on the behalf of Subscriber as a Data Processor in the course of providing Offerings pursuant to the Agreement and (ii) Subscriber is subject to a Data Protection Law. Notwithstanding expiry or termination of the Agreement, this DPA will remain in effect until, and will automatically expire upon, deletion or return of all Subscriber Personal Information by March Networks to Subscriber.
- 2.2. **Data Ownership.** As between Subscriber and March Networks, Subscriber owns the Subscriber Personal Information and all Subscriber Personal Information shall remain the property of Subscriber. Subscriber hereby grants and agrees to grant to March Networks and its affiliates a worldwide, non-exclusive, royalty-free right and license to Process the Subscriber Personal Information to the extent reasonably necessary to provide, monitor, and modify the Offerings or as otherwise set forth herein.
- 2.3. **Usage Data.** March Networks may collect and retain, during and after the term of the Agreement: (i) data that is automatically generated by the Offerings in connection with Subscriber's use, configuration, and deployment of the Offerings, including patterns identified through the use of algorithms regarding credentialing and access requests, log data and data regarding the performance and availability of the Offerings and (ii) Subscriber Personal Information that has been anonymized in such a manner that it is not, alone or in combination with other data, reasonably identifiable to Subscriber or any of Subscriber's employees or customers and is aggregated with the data of other Subscribers (such data described in this Section 2.3 (i) and (ii), collectively, "**Usage Data**"). March Networks may use and exploit Usage Data for any legally permissible purpose, provided that if March Networks furnishes Usage Data to unaffiliated third parties, such Usage Data shall be presented in a manner that is not, alone or in combination with other data, reasonably identifiable to Subscriber or any of Subscriber's employees or customers. Subscriber specifically authorizes March Networks to use Personal Information to generate Usage Data on its behalf and authorizes March Networks to use and disclose Usage Data for the purposes set out in this Section 2.3.

## 3. NATURE AND PURPOSE OF PROCESSING; CALIFORNIA DISCLAIMERS

- 3.1. **Roles and Responsibilities.** For the purposes of this DPA, the Subscriber shall be considered a Data Controller and March Networks shall be considered a Data Processor with respect to Subscriber Personal Information. March Networks shall process any Subscriber Personal Information only in accordance with the Documented Instructions, unless required to do otherwise by law. In the event March Networks is compelled by law to Process Subscriber Personal Information other than in accordance with the terms and conditions set forth in the Documented Instructions, March Networks shall notify Subscriber of that legal requirement prior to Processing, unless such notification is expressly prohibited by law. Except as otherwise provided for herein, any Processing activities by March Networks outside the Documented Instructions, if any, will require prior written agreement between March Networks and Subscriber.
- 3.2. **Details of Processing.** The subject-matter, duration, nature, and purpose of the Processing, the types of Subscriber Personal Information, and the categories of Data Subjects covered by this DPA are set forth in the Agreement and this DPA, and, when necessary, supplemented in an additional statement of work or similar work order executed between the parties. The parties agree that Subscriber is solely responsible for determining the types of Subscriber Personal Information uploaded to, and used within, the Offerings.
- 3.3. **CCPA Disclaimer.** For purposes of the CCPA, Subscriber shall be considered a "Business" and March Networks shall be considered a "Service Provider." With regard to any Subscriber Personal Information that March Networks processes on behalf of Subscriber pursuant to this Agreement, March Networks hereby acknowledges and agrees that March Networks (i) shall not

(1) “Sell” or “Share” the Personal Information, (2) retain, use, or disclose the Subscriber Personal Information for any purpose other than for the specific purpose of performing the Offerings, (3) retain, use, or disclose Subscriber Personal Information outside of the direct business relationship with Subscriber, or (4) combine the Subscriber Personal Information that March Networks receives from, or on behalf of, Subscriber with data that March Networks receives from, or on behalf of, another party, or collects from its own interaction with a Data Subject, except to the extent reasonably necessary to provide the Offerings and as expressly permitted by law, and (ii) shall, at Subscriber’s reasonable request, cease any unauthorized Processing of the Subscriber Personal Information and grant Subscriber authorization to assess and remediate any such unauthorized Processing. Without limiting the foregoing, each party acknowledges and agrees that the provision of Subscriber Personal Information from Subscriber to March Networks does not constitute, and is not the intent of either party for such provision of Subscriber Personal Information to constitute, a “Sale” or the “Sharing” of Personal Information, and if valuable consideration, monetary or otherwise, is being provided by Subscriber pursuant to the Agreement, such valuable consideration, monetary or otherwise, is so being provided for the Offerings being rendered and not for the provision of Personal information. For purposes of this Section 3.3 only, the terms “Business,” “Service Provider,” “Personal Information,” “Share,” “Sharing,” “Sale,” and “Sell” shall have the same meaning as set forth in the CCPA (Cal. Civ. Code § 1798.140). The limitations set forth in this Section 3.3 shall not be interpreted to prevent March Networks from complying with an applicable law, statute, regulation, or a binding order of a governmental or regulatory body.

#### **4. SUBSCRIBER OBLIGATIONS**

- 4.1. Accuracy; Compliance. Subscriber shall be responsible for complying with all requirements that apply to it under applicable Data Protection Law and the Documented Instructions it furnishes to March Networks. Subscriber acknowledges and agrees that it will be solely responsible for the following: (i) the accuracy, quality, and legality of Subscriber Personal Information, (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Law for the collection and use of the Subscriber Personal Information, including obtaining any necessary consents and authorizations from Data Subjects, providing necessary notices to Data Subjects, or otherwise. Without limiting the generality of the foregoing, Subscriber acknowledges and agrees that Personal Information may be Processed in jurisdictions other than the jurisdiction in which the information was collected, and will obtain all necessary consents and provide all necessary notices in respect of such transfers and conduct any such transfer or privacy impact assessment required as a result; and (iii) ensuring that the Documented Instructions comply with all applicable laws, statutes, and regulations, including applicable Data Protection Law. For the avoidance of doubt, Subscriber hereby represents to March Networks that Subscriber has the legal authority and appropriate business purpose to provide March Networks with any and all Subscriber Personal Information in conjunction with the Offerings, and when legally required, has obtained the consent from all applicable Data Subjects concerning the Processing described herein. Upon request from March Networks, Subscriber shall provide to March Networks within three (3) business days written evidence of such notifications, consents, authorizations, and assessments described herein. Subscriber shall inform March Networks, immediately and without undue delay (and in any event within 72 hours) if Subscriber is not able to comply with its responsibilities set forth in the Documented Instructions or if the Documented Instructions violate an applicable Data Protection Law, and in either such circumstance, March Networks shall be permitted, upon notice to Subscriber, to immediately terminate the Agreement or to cease any Processing without being in breach of the Agreement.
- 4.2. Sufficiency. Subscriber is solely responsible for reviewing the Offerings, including any available documentation and features to determine whether the Offerings satisfy Subscriber’s requirements, business needs, and legal obligations. For the avoidance of doubt, Subscriber is responsible for its use of the Offerings, including making appropriate use of the Offerings to ensure a level of security appropriate to the risk with respect to the Subscriber Personal Information, securing its account authentication credentials, protecting the security of Subscriber Personal Information when in transit to and from the Offerings, taking appropriate steps to securely encrypt and/or backup any Subscriber Personal Information uploaded to the Offerings, and properly configuring the Offerings and using available features and functionalities to maintain appropriate security in light of the nature of the Subscriber Personal Information. March Networks has no obligation to protect Subscriber Personal Information that Subscriber elects to transmit, store, or transfer outside of the Offerings (e.g., offline or on-premises storage).
- 4.3. Audio/Video Disclaimers and Consents. Subscriber acknowledges and agrees that Subscriber solely determines the purpose and the means for which Subscriber uses the Offerings to collect video, audio, and similar signals data, and there are privacy and other laws applicable in Subscriber’s jurisdiction that impose certain responsibilities on Subscriber and Subscriber’s use of the Offerings. Subscriber agrees that it is Subscriber’s sole responsibility, and not the responsibility of March Networks, to ensure that Subscriber complies with any applicable laws when Subscriber uses the Offerings, including but not limited to: (i) any laws or regulations relating to the recording or sharing of video or audio content, (ii) any laws or regulations requiring that notice be given to or that consent be obtained from third parties with respect to Subscriber’s use of the Offerings (for example, laws or regulations requiring Subscriber to display appropriate signage advising others that audio/visual recording is taking place), and/or (iii) any laws or regulations requiring (1) that installation of any of the Offerings that take visual and/or audio recordings be installed at such an angle that it does not take any recordings beyond the boundary of Subscriber’s property (including public pavements or roads); and (2) that, if Subscriber uses Subscriber’s property as a workplace, Subscriber complies with laws governing the monitoring of employees.

- 4.4. **Biometric Data.** Subscriber may, in its sole discretion, utilize features within the Offerings that collect and Process facial scans, facial imagery, and other biometric data, and, in such circumstances, March Networks will Process such facial scans, facial imagery, and other biometric data in order to provide Subscriber the Offerings. As between the parties, Subscriber is solely responsible for obtaining consent on behalf of both Subscriber and March Networks, including express written consent where required by law, to enable both Subscriber and March Networks to engage in such biometric data processing, and for registering the collection, use and/or Processing of biometric data with relevant authorities where such registration is required under applicable laws SUBSCRIBER SHALL NOT, IN ANY CIRCUMSTANCE, USE THE OFFERINGS IN PLACES OF PUBLIC ACCOMMODATIONS WITHIN THE BOUNDARIES OF THE CITY OF PORTLAND, OREGON, EXCEPT TO THE EXTENT PERMITTED BY AND IN ACCORDANCE WITH PORTLAND CITY CODE § 34.10.040 (EXCEPTIONS). Subscriber hereby represents and warrants to March Networks that Subscriber shall use the services to collect and Process facial scans, facial imagery, and other biometric data only in accordance, and in full compliance, with biometric data privacy laws, including the Illinois Biometric Information Privacy Act and the Texas Capture or Use of Biometric Identifier Act, and has provided notice to and obtained consent from all individuals with respect to whom Subscriber collects, uses, and Processes facial scans, facial imagery, and other biometric data.

## 5. **CONFIDENTIALITY; SECURITY**

- 5.1. **Confidentiality.** March Networks shall undertake measures designed to maintain the confidentiality of all Subscriber Personal Information and ensure that individuals who are authorized to Process Subscriber Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 5.2. **Information Security.** March Networks shall maintain reasonable technical, physical, and administrative safeguards (including without limitation policies, procedures, staffing, and contractual provisions) to protect and safeguard Subscriber Personal Information. Without limiting the generality of the foregoing, March Networks shall protect the Subscriber Personal Information with at least the same degree of care it uses to protect data and information of similar nature and importance but not less than reasonable care. Without limiting the generality of its obligations, March Networks shall protect the security, confidentiality, and integrity of the Subscriber Personal Information by: (i) securely storing and transporting Subscriber Personal Information, (ii) securely disposing of and deleting Subscriber Personal Information, when appropriate, so as to render the information unreadable and irretrievable (including without limitation from electronic media), and (iii) requiring that personnel with access to Subscriber Personal Information are subject to a written agreement with confidentiality and security obligations consistent with those imposed on March Networks by this DPA.

## 6. **DATA SUBJECT AND GOVERNMENT REQUESTS; COOPERATION**

- 6.1. **Data Requests.** March Networks shall, to the extent legally permitted, promptly notify Subscriber if March Networks receives a request from (i) a government or regulatory authority regarding the Processing of, or seeking access to, Subscriber Personal Information (“**Government Data Request**”) or (ii) a Data Subject seeking to exercise a data protection right or privilege, such as the right of data access, correction, or deletion (a “**Data Subject Request**”), and March Networks shall, to the extent practicable, seek to direct the requestor to Subscriber. Taking into account the nature of the Processing, March Networks shall assist Subscriber by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Subscriber’s obligation to respond to a Government Data Request or a Data Subject Request. In addition, to the extent Subscriber, in its use of the Offerings, does not have the ability to address the Government Data Request or the Data Subject Request, March Networks shall, upon Subscriber’s request and to the extent legally required, furnish commercially reasonable efforts to assist Subscriber in responding to such requests. Subscriber shall be responsible for any costs arising from March Networks’ provision of such assistance described herein. For the avoidance of doubt, Subscriber shall be solely and fully responsible and liable for appropriately responding to a Government Data Request or a Data Subject Request.
- 6.2. **Impact Assessments; Consultation.** Upon Subscriber’s request, March Networks shall (at Subscriber’s sole cost and expense) provide Subscriber with commercially reasonable cooperation and assistance (i) needed to fulfil Subscriber’s obligation under applicable Data Protection Law to undertake a data protection or transfer impact assessment related to Subscriber’s use of the Offerings, to the extent Subscriber does not otherwise have access to the relevant information, and to the extent such information is available to March Networks and (ii) with respect to a consultation with a government or regulatory authority.
- 6.3. **Recordkeeping and Disclosures.** Subscriber acknowledges that March Networks may be required under applicable Data Protection Law to: (i) collect and maintain records of certain information, including the name and contact details of each Data Controller on behalf of which March Networks is acting and, where applicable, of such Data Controller’s local representative and data protection officer and (ii) make such information available to a government or regulatory authority. Accordingly, to the extent such Data Protection Law applies to the Processing of Subscriber Personal Information, Subscriber will, where requested, provide such information related to Section 6.3 (i) and (ii) to March Networks, and will ensure that all such information is kept accurate.

## **7. RETURN OR DESTRUCTION OF DATA; AUDITS**

- 7.1. Process and Obligations. Upon the expiration or other termination of the Agreement or Subscriber's request, March Networks shall: (i) return the Subscriber Personal Information to Subscriber and then dispose of and delete all Subscriber Personal Information in March Networks' possession or control, and (ii) provide Subscriber written certification of such disposal and deletion. March Networks' obligations with respect to Subscriber Personal Data pursuant to the Agreement and this DPA will continue until all disposal and deletion of such Subscriber Personal Data. March Networks shall not be required to delete or return Subscriber Personal Information to the extent that March Networks is required by applicable law or order of a governmental or regulatory body to retain some or all of the Subscriber Personal Information or such Subscriber Personal Information is required for March Networks to enforce or defend its legal rights or interests. In addition, except to the extent required by applicable law, March Networks shall not be required to delete or return Subscriber Personal Information archived on back-up systems if March Networks shall securely isolate it and protect it from any further Processing, nor shall March Networks actively or intentionally use such Personal Information for any other purpose, and such Subscriber Personal Information is deleted in accordance with March Networks' standard overwriting and deletion policies and other applicable policies and procedures.

## **8. DATA BREACH PROCEDURES**

- 8.1. Response Plans. March Networks shall establish, implement, and maintain a written incident response plan ("IRP") to identify, remediate, respond to, and recover from an actual or a reasonably suspected Data Breach.
- 8.2. Reporting to Subscriber. Upon confirming a Data Breach, March Networks shall, to the extent legally required: (i) notify Subscriber of a Data Breach as soon as reasonably practicable and in accordance with the timeframes set forth in applicable Data Protection Law, (ii) provide timely information to Subscriber relating to the Data Breach as it becomes known or as is reasonably requested by Subscriber, and (iii) promptly take reasonable steps to contain, investigate, and mitigate any Data Breach.
- 8.3. Incident Notification. March Networks will cooperate with Subscriber's reasonable requests with respect to responding to Subscriber's regulators or customers concerning a Data Breach. Notwithstanding the foregoing, Subscriber acknowledges and agrees that (i) March Networks will not assess the contents of Subscriber Personal Information in order to identify information subject to any specific legal requirements, (ii) Subscriber shall be solely responsible for notifying or disclosing a Data Breach to any applicable government agency, individual, or entity, (iii) Subscriber may not name March Networks in consumer or regulatory notifications or press releases without March Networks' consent (except as required by law), and (iv) Subscriber shall coordinate with March Networks on developing the content of any public statements or any required notices for the affected Data Subjects and/or notices to the relevant supervisory authorities related to the Data Breach. Nothing in this DPA shall be interpreted to prevent March Networks from complying with its own data incident notification requirements. Without limiting the generality of the foregoing, where there has been a violation or attempted violation of any confidentiality obligation concerning Personal Information under Data Protection Laws in Quebec, March Networks will notify the Subscriber, without delay. March Networks will cooperate fully in the investigation by the Subscriber of any such violation or attempted violation, including by providing the Subscriber with sufficient access to Personal Information as is necessary for the Subscriber to undertake its assessment.
- 8.4. Disclaimers. Any notification, assistance, or cooperation provided by March Networks in accordance with this Section 8 shall not be interpreted or construed in any manner whatsoever (including in a legal proceeding) as an admission of liability, wrongdoing, or fault by March Networks. To the extent a Data Breach is directly a result of an act or omission of March Networks, then March Networks shall, subject to the limitations of liability set forth in the Agreement, be liable for the costs to investigate and respond to the Data Breach in accordance with the terms of the Agreement.

## **9. SUBPROCESSORS; AUDITS**

- 9.1. Subprocessors. Subscriber hereby acknowledges and agrees that March Networks may use Subprocessors to assist with its provision of Offerings to Subscriber, provided March Networks executes with any such Subprocessor a written agreement that contains terms and conditions that are substantially similar to the terms and conditions set forth in this DPA and March Networks remains liable for any acts or omissions of any such Subprocessor. March Networks will restrict the Sub-processors' access to the Personal Information only to what is necessary to maintain and provide the services in connection with the Offerings or to fulfil legal obligations and will prohibit the Sub-processors from accessing the Personal Information for any other purpose. March Networks shall undertake all reasonable efforts to ensure that any such Subprocessor can comply, and is in compliance, with the terms and conditions set forth in this DPA.

- 9.2. **Audit Rights.** To the extent required under Applicable Data Protection Law, March Networks will make available to Subscriber all relevant information in March Networks' possession or control that is necessary to demonstrate compliance with this DPA. March Networks will also allow for and contribute to audits by Subscriber (or its appointed third party auditors) in relation to March Networks Processing of Subscriber Personal Data, provided however, Subscriber agrees to take all reasonable measures to prevent unnecessary disruption of March Networks' operations and to exercise its audit rights only once every twelve (12) calendar months. Subscriber is solely responsible for fees and costs of the audit, including any reasonable costs that March Networks incurs to cooperate with the audit. Any third party auditor must be suitably qualified and sign an appropriate non-disclosure and confidentiality agreement with March Networks before any audit.

## **10. MISCELLANEOUS**

- 10.1. **Governing Clauses.** The parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity, and this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.
- 10.2. **Severance.** Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible, or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.
- 10.3. **Business Contact Data.** Subscriber acknowledges and agrees that it must, from time to time, furnish to March Networks certain Business Contact Data pertaining to its employees and other personnel to facilitate the use of the Offerings or undertake other transactions. Subscriber further acknowledges and agrees that (i) March Networks will be considered a data "controller" with respect to such Business Contact Data and March Networks will collect, use, and maintain such Business Contact Data in accordance with the March Networks Privacy Policy available on its website, (ii) Subscriber has the lawful authority to collect and furnish March Networks such Business Contact Data, (iii) any Business Contact Data furnished to March Networks from Subscriber is accurate and reliable, (iv) Subscriber will promptly notify March Networks of staffing or other changes that affect March Networks' use of the Business Contact Information, and (v) Subscriber has, when required by law, provided notice of all the foregoing to, and received the applicable consent from, any employee or personnel whose Business Contact Data is so provided to March Networks under the Agreement. For purposes of this Section 10.3, the term "Business Contact Data" means any personally identifiable information that is used for the purpose of communicating, or facilitating communication, with an individual in relation to their employment, business, or profession, such as the individual's name, position title, and employment-related address, telephone number, or e-mail address.
- 10.4. **Wi-Fi Network and Bluetooth Information.** To connect to the Offerings over the Internet from a computer, a smartphone or a tablet, March Networks will need to connect it to Subscriber's Wi-Fi network. During setup, the Offerings will ask for Subscriber's Wi-Fi network name (SSID) and password to connect to the Internet. The Offerings will save this information on the device, along with Subscriber's IP address, so that Subscriber can access it and control it from Subscriber's computer, smartphone, or tablet, and so that it can communicate with March Networks' servers and download software updates. Once connected to Subscriber's Wi-Fi network, the Offerings regularly sends data to March Networks to provide Subscriber with the Offerings. Some of the Offerings may broadcast an identifying signal wirelessly to connect with Subscriber's Bluetooth-enabled devices (such as a smartphone or tablet) in order to deliver features.
- 10.5. **Recording Disclaimer.** Subscriber agrees that certain federal and state laws prohibit unlawful video recording and the interception and recording of telephone calls and other oral communications by electronic means. IF SUBSCRIBER ENABLES THE OFFERINGS TO RECORD AUDIO AND VIDEO ACTIVITY, IT IS SUBSCRIBER'S SOLE RESPONSIBILITY TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS, INCLUDING BY NOT INSTALLING THE OFFERINGS IN AN AREA WHERE DATA SUBJECTS MAY HAVE AN EXPECTATION OF PRIVACY (E.G., BEDROOMS, RESTROOMS, DRESSING OR CHANGING AREAS, LOCKER ROOMS OR SIMILAR AREAS) AND BY NOTIFYING POTENTIAL DATA SUBJECTS THAT THEY ARE ENTERING A SECURE LOCATION WHERE THEY MAY BE MONITORED AND RECORDED BY THE OFFERINGS. BY ENABLING THE OFFERINGS TO RECORD AUDIO AND VIDEO ACTIVITY, SUBSCRIBER CONSENTS FOR ITSELF AND ALL OTHER PERSONS IDENTIFIED WITHIN THE OFFERINGS THAT THEY ARE AWARE OF THE OFFERINGS AND CONSENT TO BE MONITORED AND THAT THE OFFERINGS' RECORDINGS MAY BE USED BY MARCH NETWORKS TO PROVIDE THE OFFERINGS AND FOR ANY REASONABLE QUALITY ASSURANCE PURPOSES. SUBSCRIBER SHALL NOT INTERCEPT OR RECORD ANY ORAL COMMUNICATION OF ANY PERSON WITHOUT HAVING SUCH PERSON'S PERMISSION TO DO SO.