



NASUNI CORPORATION

CALIFORNIA PRIVACY SUPPLEMENT

Last Updated: January 4, 2023

This California Privacy Supplement (the "Supplement") sets forth the disclosure obligations of Nasuni Corporation and its subsidiaries ("Nasuni", "we", "us" and "our") under the California Privacy Rights Act of 2020 (collectively with any regulations promulgated thereunder, the "CPRA"). This Supplement describes the categories of Consumer Information (as defined below) Nasuni has collected, the categories of Consumer Information Nasuni has disclosed, the categories of Consumer Information Nasuni has sold (if any) or shared (if any), and a description of the rights of a Consumer (as defined below). This Supplement supplements the information contained in the Nasuni Privacy Policy <https://www.nasuni.com/legal/privacy/>.

If an organization with which you are associated (an "Organization") purchases any of our products or services, we may receive Consumer Information about you in connection with our provision of our products or services to your Organization. To the extent we process or access such Consumer Information solely in order to provide our products or services to your Organization or only for a business purpose (as defined in the CPRA) pursuant to a written contract with your Organization, we will act as a service provider (as defined in the CPRA) or a contractor (as defined in the CPRA), as applicable, on behalf of your Organization in respect of that Consumer Information; this Supplement will not apply to the processing of that Consumer Information and your Organization will act as a business (as defined in the CPRA) in respect of that Consumer Information. The business is responsible for obtaining all necessary consents and providing you with all requisite information as required by applicable law. To the extent we process your Consumer Information for any other lawful business or commercial purpose of ours that is outside the scope of our role as a service provider or contractor, we will act as a business with respect to such Consumer Information and this Privacy Supplement will apply to the processing of such Consumer Information.

For purposes hereof, "**Consumer Information**" means information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with particular California residents or households (each, a "**Consumer**", "**User**", or "**you**"). Consumer Information does not include (i) publicly available information (as defined below); (ii) de-identified or aggregated consumer information; and (iii) information excluded from the CPRA's scope, such as: (a) health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data, and (b) information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994. For purposes hereof, "publicly available information" means information that is lawfully made available from federal, state, or local government records, or information that we have a reasonable basis to believe is lawfully made available to the general public by you or from widely distributed media, or information made available by a person to whom you have disclosed the information if you have not restricted the information to a specific audience.

For purposes hereof, "Sensitive Consumer Information" means: (1) Consumer Information that reveals (A) a Consumer's social security, driver's license, state identification card, or passport number; (B) a Consumer's account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; (C) a Consumer's precise geolocation; (D) a Consumer's racial or ethnic origin, religious or philosophical beliefs, or union membership; (E) the contents of a Consumer's mail, email, and text messages, unless we are the intended recipient of the communication; (F) a Consumer's genetic data; and (2)(A) Consumer

Information consisting of biometric information processed for the purpose of uniquely identifying a Consumer; (B) Consumer Information collected and analyzed concerning a Consumer's health; or (C) Consumer Information collected and analyzed concerning a Consumer's sex life or sexual orientation. **We do not collect, use or disclose your Sensitive Consumer Information..**

As used in this Supplement, "sell" (including any grammatically inflected forms thereof) means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Consumer Information to a third party for monetary or other valuable consideration. "Selling" does not include (i) disclosing Consumer Information to a third party at your direction, (ii) where you intentionally interact with one or more third parties, or (iii) transfers of your Consumer Information to a third party as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of Nasuni, provided that information is used or shared consistent with the CPRA.

As used in this Supplement, "share" (including any grammatically inflected forms thereof) means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Consumer Information to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions with a third party for cross-context behavioral advertising for our benefit in which no money is exchanged. "Sharing" does not include (i) disclosing Consumer Information to a third party at your direction, (ii) where you intentionally interact with one or more third parties, or (iii) transfers of your Consumer Information to a third party as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of Nasuni, provided that information is used or shared consistently with the CPRA.

Categories of Consumer Information Nasuni Collects

We have collected the following categories of Consumer Information from Consumers within the last twelve months and we may collect the following categories of Consumer Information from Consumers:

| Category | Consumer Information collected | Purposes (including business or commercial purposes) for which we collect or use Consumer Information | Categories of third parties with whom we have shared Consumer Information and the business or commercial purpose for sharing such Consumer Information | Categories of third parties to whom we have sold Consumer Information and the business or commercial purpose for selling such Consumer Information | Categories of third parties to whom we have disclosed Consumer Information for a business purpose and the business or commercial purposes for disclosing Consumer Information | Categories of sources from which Consumer Information is collected |
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| A. Identifiers. | A real name, postal address, Internet Protocol address, email address, . | <p>As described in the Privacy Policy https://www.nasuni.com/legal/privacy/</p> <p>To fulfill or meet the reason you provided the information. For example, if you disclose your name and contact information to request a price quote or ask a question about our products or services, we will use that Consumer Information to respond to your inquiry. If you provide your Consumer Information to purchase a product or service, we will use that information to process your payment and facilitate activation. We may also save your information to facilitate new product orders or process returns.</p> <p>As described to you when collecting your Consumer Information or as otherwise set forth in the CPRA.</p> <p>To evaluate or conduct a merger, divestiture, restructuring,</p> | N/A | N/A | We may disclose Consumer Information as described in the Privacy Policy, in the Section entitled “How we share your personal information” and the Section entitled “Cookies”, and/or to third-party processors and service providers as set forth in the Privacy Policy , in each case for the purposes described in column 3 of this table. | <i>Directly from you.</i> For example, (i) if you visit our websites, respond to a survey, participate in a telephone interaction, fill out a registration form, (ii) if you fill out a form or communicate with us through one of our websites to receive information about our business services or to schedule a demonstration of our services, products or programs, and (iii) if you expressed interest in being |

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| | | <p>reorganization, dissolution, or other sale or transfer of some or all of Nasuni's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Consumer Information held by Nasuni about our Users is among the assets transferred.</p> | | | | <p>contacted by us at a trade show in which we participated or hosted.</p> <p><i>Indirectly from you.</i> For example, from your activity on our Website.</p> <p><i>Directly and indirectly from activity on our websites.</i> For example, from observing your actions on our websites or through your submission of an online form requesting a demonstration of one of our products or services.</p> <p><i>From Third Parties that contract with us or interact with us in connection with the services we perform.</i> For example, from (i) vendors and partners that help us to build contact lists, supplement or update your information in our database, or confirm/verify our records and information are accurate and up to</p> |
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| | | | | | | date, (ii) third parties that may contact you, on our behalf, to provide you relevant content, or (iii) third parties that integrate their services or products with ours or provide us access to their services. |
| B. Personal information described in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). | Name, address, telephone number, | <p>As described in the Privacy Policy https://www.nasuni.com/legal/privacy/</p> <p>To fulfill or meet the reason you provided the information. For example, if you disclose your name and contact information to request a price quote or ask a question about our products or services, we will use that Consumer Information to respond to your inquiry. If you provide your Consumer Information to purchase a product or service, we will use that information to process your payment and facilitate activation. We may also save your information to facilitate new product orders or process returns.</p> <p>As described to you when collecting your Consumer Information or as otherwise set forth in the CPRA.</p> <p>To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Nasuni's assets, whether as a going concern or as part of bankruptcy,</p> | N/A | N/A | We may disclose Consumer Information as described in the Privacy Policy , in the Section entitled "How we share your personal information" and the Section entitled "Cookies", and/or to third-party processors and service providers as set forth in the Privacy Policy , in each case for the purposes described in column 3 of this table. | <i>Directly from you.</i> For example, (i) if you visit our websites, respond to a survey, participate in a telephone interaction, fill out a registration form, (ii) if you fill out a form or communicate with us through one of our websites to receive information about our business services or to schedule a demonstration of our services, products or programs, and (iii) if you expressed interest in being contacted by us at a trade show in which we participated or hosted. |

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| | | liquidation, or similar proceeding, in which Consumer Information held by Nasuni about our Users is among the assets transferred. | | | | <p><i>Indirectly from you.</i> For example, from your activity on our Website.</p> <p><i>Directly and indirectly from activity on our websites.</i> For example, from observing your actions on our websites or through your submission of an online form requesting a demonstration of one of our products or services.</p> <p><i>From Third Parties that contract with us or interact with us in connection with the services we perform.</i> For example, from (i) vendors and partners that help us to build contact lists, supplement or update your information in our database, or confirm/verify our records and information are accurate and up to date, (ii) third parties that may contact you, on our behalf, to provide</p> |
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| | | | | | | you relevant content, or (iii) third parties that integrate their services or products with ours or provide us access to their services. |
| C. Internet or other electronic network activity information. | Browsing history, search history, information on a Consumer's interaction with a Website, application, or advertisement. | <p>As described in the Privacy Policy https://www.nasuni.com/legal/privacy/</p> <p>To fulfill or meet the reason you provided the information. For example, if you disclose your name and contact information to request a price quote or ask a question about our products or services, we will use that Consumer Information to respond to your inquiry. If you provide your Consumer Information to purchase a product or service, we will use that information to process your payment and facilitate activation. We may also save your information to facilitate new product orders or process returns.</p> <p>As described to you when collecting your Consumer Information or as otherwise set forth in the CPRA.</p> <p>To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Nasuni's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Consumer Information held by Nasuni about our Users is among the assets transferred.</p> | N/A | N/A | We may disclose Consumer Information as described in the Privacy Policy , in the Section entitled "How we share your personal information" and the Section entitled "Cookies", and/or to third-party processors and service providers as set forth in the Privacy Policy , in each case for the purposes described in column 3 of this table. | <p><i>Directly from you.</i> For example, (i) if you visit our websites, respond to a survey, participate in a telephone interaction, fill out a registration form, (ii) if you fill out a form or communicate with us through one of our websites to receive information about our business services or to schedule a demonstration of our services, products or programs, and (iii) if you expressed interest in being contacted by us at a trade show in which we participated or hosted.</p> <p><i>Indirectly from you.</i> For example, from your activity on our Website.</p> |

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| | | | | | | <p><i>Directly and indirectly from activity on our websites.</i> For example, from observing your actions on our websites or through your submission of an online form requesting a demonstration of one of our products or services.</p> <p><i>From Third Parties that contract with us or interact with us in connection with the services we perform.</i> For example, from (i) vendors and partners that help us to build contact lists, supplement or update your information in our database, or confirm/verify our records and information are accurate and up to date, (ii) third parties that may contact you, on our behalf, to provide you relevant content, or (iii) third parties that integrate their</p> |
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| | | | | | | services or products with ours or provide us access to their services. |
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Purposes for Collection of Consumer Information; Categories of Sources

We collect Consumer Information for the business or commercial purposes described in the table above. Regarding the categories of sources from which Consumer Information is collected, we collect Consumer Information from the categories of sources described in the table above.

Disclosing Consumer Information

Nasuni may disclose your Consumer Information to a third party for the business or commercial purposes described in the table above. When we disclose Consumer Information for a business or commercial purpose, we enter a contract that describes the purpose and requires the recipient to both keep that Consumer Information confidential and not use it for any purpose except performing the contract.

We disclose your Consumer Information to the following categories of third parties:

- As described in the [Privacy Policy](#), in the Section entitled “How we share your personal information” and the Section entitled “Cookies”.
- Third party processors and Service providers set forth in the [Privacy Policy](#).

Sales and Sharing of Consumer Information

Nasuni had not sold or shared Consumer Information in the preceding twelve (12) months, nor will Nasuni sell or share Consumer Information.

Your Rights and Options

The CPRA provides Consumers (California residents) with specific rights regarding their Consumer Information. This section describes your CPRA rights and explains how to exercise those rights. Please note that these rights are not absolute and in certain cases are subject to conditions or limitations as specified in the CPRA:

Access to Specific Information and Data Portability Rights

You may have the right to request that Nasuni disclose certain information to you about our collection and use of your Consumer Information over the past 12 months or such other period required by the CPRA. Once we receive and confirm your Verifiable Consumer Request (see *Exercising Access, Data Portability, and Deletion Rights*), to the extent required by the CPRA, we will disclose to you:

- The categories of Consumer Information we collected about you.
- The categories of sources for the Consumer Information we collected about you.
- Our business or commercial purpose for collecting that Consumer Information.
- The categories of third parties to whom we disclose that Consumer Information.
- The specific pieces of Consumer Information we collected about you (also called a data portability request).
- If we disclosed your Consumer Information for a business or commercial purpose, a list disclosing disclosures for a business or commercial purpose, identifying the Consumer Information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Nasuni delete any of your Consumer Information that we collected from

you and retained, subject to certain exceptions. Once we receive and confirm a verifiable request from you or your authorized agent (in each case if you are a California resident) in the manner described below in the section titled *Exercising Access, Data Portability, and Deletion Rights* (a “Verifiable Consumer Request”), we will delete (and (and notify our service providers and/or contractors to delete, unless this proves impossible or involves disproportionate effort) your Consumer Information from our records, unless an exception applies or retention of your consumer information is otherwise permitted by the CPRA.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) and/or contractor(s) to:

- Complete the transaction for which we collected the Consumer Information, provide a product or service that you requested, take actions reasonably anticipated by you within the context of our ongoing business relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with applicable law, or otherwise perform our contract with you.
- Help to ensure security and integrity to the extent the use of your Consumer Information is reasonably necessary and proportionate for those purposes.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another Consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair ability to complete the research, if you have provided informed consent.
- Enable solely internal uses that are reasonably aligned with Consumer expectations based on your relationship with us and compatible with the context in which you provided the information.
- Comply with a legal obligation.

Correction Request Rights

You have the right to request that we correct inaccurate Consumer Information about you that we maintain, taking into account the nature of the Consumer Information and the purposes of the processing of the Consumer Information. If we receive a Verifiable Consumer Request from you to correct inaccurate Consumer Information, we will use commercially reasonable efforts to correct such inaccurate Consumer Information as directed by you, pursuant to Section 1798.130 of the CPRA and regulations adopted pursuant to the CPRA.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a Verifiable Consumer Request to us by either:

- Calling us at one of these numbers: in the United States: 1.888.6.NASUNI (1.888.662.7834); Internationally (+1.857.444.8400) or United Kingdom (+44.208.158.3080).
- Contacting us at privacy-request@nasuni.com or by visiting www.nasuni.com/unsubscribe.

Only you or someone legally authorized to act on your behalf (such as an authorized agent), may make a Verifiable Consumer Request related to your Consumer Information. Someone legally authorized to act on your behalf (such as an authorized agent) may make a Verifiable Consumer Request on your behalf, provided that you have duly authorized that person or entity to make such a Verifiable Consumer Request on your behalf and provided that that person or entity can provide verification of their authority to make

such a request on your behalf where required. You may also make a Verifiable Consumer Request on behalf of your minor child. You may only make a Verifiable Consumer Request for access or data portability twice within a 12-month period. The Verifiable Consumer Request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Consumer Information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with Consumer Information if we cannot verify your identity or authority to make the request and confirm the Consumer Information relates to you.

Making a Verifiable Consumer Request does not require you to create an account with us. We will only use Consumer Information provided in a Verifiable Consumer Request to verify the requestor's identity or authority to make the request. In the event you make a request under this Section, we may take various approaches to verify your identity depending on the nature of your request. These approaches may include initiating video conferencing or telephone calls with you or reaching out to you by email or otherwise to ask you questions pertaining to the information we have about you.

Response Timing and Format

We endeavor to respond to a Verifiable Consumer Request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the Verifiable Consumer Request's receipt or such other period required by the CPRA. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your Consumer Information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance, specifically, electronically, in a human-readable text (txt) format. We do not charge a fee to process or respond to your Verifiable Consumer Request unless it is excessive, repetitive, or manifestly unfounded, taking into account the administrative costs of providing the information or communication or taking the action requested. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request. Additionally and alternatively, if your requests are manifestly unfounded or excessive, in particular because of their repetitive character, we may or refuse to act on the request and notify you of the reason for refusing the request

Consumer Information Sales/Sharing Opt-out and Opt-in Rights

We do not sell or share Consumer Information.

Non-Discrimination

We will not discriminate against you for exercising any of your CPRA rights. Unless permitted by the CPRA, we will not:

- Deny you goods or Services.
- Charge you different prices or rates for goods or Services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or Services.
- Suggest that you may receive a different price or rate for goods or Services or a different level or quality of goods or Services.

However, we may offer you certain financial incentives permitted by the CPRA that can result in different prices, rates, or quality levels. Any CPRA-permitted financial incentive we offer will reasonably relate to your Consumer Information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

Changes to Our Privacy Supplement

Nasuni reserves the right to amend this Supplement at our discretion and at any time. When we make changes to this Supplement, we will post the updated Supplement on the Website and update the Supplement's effective date. To the extent permitted by applicable law, your continued use of our Website following the posting of changes constitutes your acceptance of such changes.

Consumer Information Retention

We will only retain your Consumer Information (including Sensitive Consumer Information) for as long as necessary to fulfill the purposes for which we collected it or as otherwise permitted by applicable law. To determine the appropriate retention period for Consumer Information, we consider the amount, nature, and sensitivity of that Consumer Information, the potential risk of harm from unauthorized use or disclosure, the purposes for which we process your Consumer Information and whether we can achieve those purposes through other means, and the applicable legal requirements.

Contact Information

If you have any questions or comments about this Supplement, the ways in which Nasuni collects and uses your information described herein (and in the Nasuni Privacy Policy), your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: in the United States: 1.888.6.NASUNI (1.888.662.7834); Internationally (+1.857.444.8400) or United Kingdom (+44.208.158.3080).

Website: www.Nasuni.com

Email: privacy-request@Nasuni.com

Postal Address:

Nasuni Corporation

1 Marina Park

Boston, MA 02210

Attention: WEBSITE USER COMMUNICATION