

**DATA PRIVACY AMENDMENT TO AGREEMENT  
THE IRVINE UNIFIED SCHOOL DISTRICT**

**AND**

ImPACT Applications, Inc.

**WHEREAS**, the Irvine Unified School District ("District") and ImPACT Applications, Inc., (hereinafter referred to as Provider"), have entered into an Agreement whereby Provider has agreed to provide a non-exclusive, non-transferable (except as permitted in the Underlying Agreement), license to the District to access and use the Product(s) via the ImPACT Site or Customer Site; (hereinafter referred to as "Service") and

**WHEREAS**, in order to provide the Services described above, Provider may receive documents defined as student records under FERPA and California AB 1584, among other statutes, which are therefore subject to statutory protection; and

**WHEREAS**, the Agreement, either having been executed prior to or after the enactment of AB 1584, (currently found in Education Code section 49073.1), and may not contain all of the provisions required by that Statute;

**WHEREAS**, the parties wish to execute this Amendment to bring the underlying Agreement in full compliance with AB 1584.

**NOW THEREFORE**, for good and valuable consideration, the Parties agrees as follows:

**PURPOSE**

1. The purpose of this Amendment is to bind the parties to uphold their responsibilities under all applicable privacy statutes, including the Family Education Rights Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), and AB 1584, found in Education Code including Section 49073.1. Specific duties are set forth below.

**DATA OWNERSHIP AND AUTHORIZED ACCESS**

2. Data Property of District: All information, data, and other content transmitted by the District to the Provider, or entered or uploaded under District's user accounts, remain the sole property of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes. Provider and the District shall establish reasonable procedures by which a parent, legal guardian or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account.

3. Data Access: Provider may access District data solely to fulfill its obligations under this Amendment.

4. Third Party Access: Provider may not distribute District data or content to a third party except for the Provider's subcontractors or agents, without District's express written consent, unless required by law.

Provider shall ensure that any subcontractor or agents that create, receive, maintain or transmit Protected Information on behalf of the Provider agree in writing to restrictions and conditions no less restrictive than those that apply to the Provider under this Amendment and the Underlying Agreement.

5. Third Party Request: Should a third party, except the Provider subcontractors and agent provided for herein, contact Provider with a request for District data, including law enforcement and government entities, the Provider shall redirect the third party to request the data directly from the District. Provider shall notify the District in advance of a compelled disclosure to a third party unless legally prohibited.

6. Applicability of COPPA: Provider warrants to District that all data collected directly from children and/or data resulting from tracking children's use of the service is subject to parental consent and will occur in strict conformity to the requirements of the Children's Online Privacy Protection Act (COPPA). District shall obtain such parental consent. Provider may not sell or market student data, or use student data for sale or marketing purposes without express parental consent.

## DUTIES

7. District: The District will perform the following duties:

(a) Provide Data: Provide data for the purposes of the Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g.

(b) Precautions: Take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

(c) Notification: Notify Provider promptly of any known or suspected unauthorized access.

8. Provider: Provider will perform the following duties:

(a) Privacy Compliance: Comply with all FERPA, COPPA, PPRA and AB 1584 (Education Code section 49073.1), among others. These duties shall include the following:

(b) Authorized Use: The data shared under the Agreement shall be used for no purpose other than the work stated in this Amendment and or otherwise authorized under the statutes referred to in subsection (a), above.

(c) Employees Bound: As applicable, require all employees of Provider and agents with access to data to comply with all applicable provisions of FERPA laws with respect to the data shared under this Amendment. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to data pursuant to this Amendment.

(d) Secure Environment: Maintain all data obtained pursuant to this Amendment in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Amendment except as necessary to fulfill the purpose of the original request. Provider has security measures in place to help protect against loss, misuse and alteration of the data under Provider's control. When the Service is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Provider shall host the service in a secure server environment that uses a firewall and other advance technology in an effort to prevent interference or access from outside intruders. The

service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

(e) No Disclosure: Not disclose any data obtained under this Amendment in a manner that could identify an individual student to any other entity in published results of studies as authorized by this Amendment. De-identified information may be used by the vendor for the purposes of development and improvement of educational sites, services or applications.

(f) Disposition of Data: Destroy all personally identifiable data obtained under this Amendment when it is no longer needed for the purpose for which it was obtained, or transfer said data to the District or District's designee, according to a schedule and procedure as the Parties may reasonably agree. Nothing in this Amendment authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

(g) Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to District data stored on equipment used by Provider or in facilities used by Provider, Provider will: promptly notify the District of the suspected or actual incident; promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; assist the District in notifying affected users commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident.

## **DATA REQUEST**

9. Data Requested: [ImPACT requires the following data: First Name, Last Name, DOB, Sex, Height, Weight, Handedness and Test Scores/Responses. Optional fields include Address, email address, ethnicity, first and second languages and education level.

10. School Year: Provider is requesting data for the following school year(s): The initial term under this agreement will commence on July 1, 2021 and terminate on June 30, 2022. Parties have the option for up to (4) one-year renewals under this Agreement.

## **AUDIT**

11. The District reserves the right to inspect the Provider's books, records, policies and procedures to ensure compliance with this Amendment and applicable law.

## **AGREEMENT**

12. Priority of Agreements: This Amendment shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and AB 1584. In the event there is conflict between the terms of this Amendment and the Agreement or any other bid/RFP, license agreement, or contract document(s) in existence, the terms of this Amendment shall apply.

13. Other Provisions Unaffected: Except as described in paragraph 12 above, all other provisions of the Agreement shall remain unaffected.

14. Modification of Agreement: No modification or waiver of any term of this Amendment is effective unless signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last day noted below.

**IRVINE UNIFIED SCHOOL DISTRICT**

By: 

Date: May 26, 2021

Printed Name: John Fogarty

Title/Position: Asst Supt Business Services

USD Board Approved 5/25/2021

**IMPACT APPLICATIONS, INC.**

By: 

Date: 03-16-21

Printed Name: Jim Gyurke

Title/Position: Chief Executive Officer

Note: Electronic signature not permitted.

# Terms of Use

*Effective November 7th, 2018*

These terms of use govern your use of the ImPACT Applications, Inc. ("ImPACT Applications") web site including, but not limited to the Customer Center and training materials contained therein (the "ImPACT Applications Site"), the ImPACT Applications concussion assessment tools available on or through the ImPACT Applications Site (each an "ImPACT Applications Product" and collectively, the "ImPACT Applications Products"), the results generated by the ImPACT Applications Products, information which appears on the ImPACT Applications Site or ImPACT Applications Products such as articles for scholarly publications, and other material contained on the ImPACT Applications Site and in ImPACT Applications Products all of which are provided to you for informational purposes only.

**Neither the ImPACT Applications Site nor the ImPACT Applications Products constitute medical advice.**

You should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using an ImPACT Applications Product or otherwise. In the event you believe you have suffered a concussion or some other medical condition you should immediately seek the advice of a neuropsychologist, medical doctor or another qualified healthcare provider. If you are suffering from symptoms that may be related to a concussion or some other serious medical condition you should immediately stop using the ImPACT Applications Site and/or the ImPACT Applications Products and call 911 or seek the attention of a qualified healthcare provider immediately.

## **Disclaimer of warranties; limited liability of ImPACT Applications**

The ImPACT Applications Site, the ImPACT Applications Products, and the results received as a result of the use of either the ImPACT Applications Site and/or the ImPACT Applications Products are provided to you on an "as is," "where is" basis.

**TO THE MAXIMUM EXTENT PERMITTED, IMPACT APPLICATIONS MAKES NO WARRANTY AS TO THE IMPACT APPLICATIONS SITE, THE IMPACT APPLICATIONS PRODUCTS, THE OPERATION OF THE IMPACT APPLICATIONS SITE, OR TO ANY SERVICES PROVIDED BY IMPACT APPLICATIONS THROUGH THE IMPACT APPLICATIONS SITE, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, SATISFACTORY QUALITY, DIAGNOSTIC ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED, IN NO EVENT WILL IMPACT APPLICATIONS OR ANY OF ITS SUBCONTRACTORS OR LICENSORS BE LIABLE TO LICENSEE OR ANY THIRD PARTY (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR**

**CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE IMPACT APPLICATIONS SITE, THE IMPACT APPLICATIONS PRODUCTS OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO, THE INABILITY TO ACCESS THE IMPACT APPLICATIONS SITE OR THE IMPACT APPLICATIONS PRODUCTS, INACCURATE RESULTS, LOSS OF PROFITS OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, CLAIMS RELATED TO DIAGNOSTIC ACCURACY AND/OR MEDICAL MALPRACTICE OR PERSONAL INJURY, EVEN IF IMPACT APPLICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**TO THE MAXIMUM EXTENT PERMITTED, IMPACT APPLICATIONS AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS AND AFFILIATES HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY RELATED TO THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, OR TIMELINESS OF THE IMPACT APPLICATIONS SITE, THE IMPACT APPLICATIONS PRODUCTS, MATERIALS PROVIDED TO YOU THROUGH THE IMPACT APPLICATIONS SITE OR IMPACT APPLICATIONS PRODUCTS, LINKS THAT MAY APPEAR ON THE IMPACT APPLICATIONS SITE OR IN THE IMPACT APPLICATIONS PRODUCTS AND OTHER MATERIALS THAT MAY BE MADE AVAILABLE TO YOU FROM TIME-TO-TIME ON THE IMPACT APPLICATIONS SITE OR THROUGH THE IMPACT APPLICATIONS PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED, IN NO EVENT SHALL IMPACT APPLICATIONS' AGGREGATE LIABILITY EXCEED FEES ACTUALLY PAID TO IMPACT APPLICATIONS IN THE 12-MONTH PERIOD PRIOR TO SUCH LIABILITY.**

**Use of the ImPACT Applications Site and the ImPACT Applications Products are governed by these Terms of Use.**

The laws of the United States and foreign countries regarding copyrights, trademarks, trade secrets, and/or service marks protect the ImPACT Applications Site, the ImPACT Applications Products, and many or all of the other materials provided to you through the ImPACT Applications Site and/or ImPACT Applications Products. All right, title and interest in and to the ImPACT Applications Site and each of the ImPACT Applications Products shall remain solely with ImPACT Applications or its affiliates. Any use of the ImPACT Applications Site, the ImPACT Applications Products and/or the materials made available to you on the ImPACT Applications Site or through the ImPACT Applications Products not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other applicable laws. ImPACT Applications reserves the right to alter, change or modify without notice the ImPACT Applications Site and/or the ImPACT Applications Products.

In the event you should violate any of these Terms of Use, your license to use the ImPACT Applications Site and the ImPACT Applications Products shall automatically and immediately terminate and you will be required to immediately destroy any copies you have made of any portion of the ImPACT Applications Products or other materials.

**Authority; Consent; Compliance with Applicable Laws; Privacy**



By accessing the ImPACT Applications Site and the ImPACT Applications Products you represent and warrant to ImPACT Applications and its affiliates that: (1) you are an authorized ImPACT Applications user and you meet all applicable requirements to use the ImPACT Applications Products; (2) you and/or your organization have properly secured all required consents to collect, use and access the information made available by accessing the ImPACT Applications Products; and (3) your use of the ImPACT Applications Products complies with all applicable privacy rules and regulations including, but not limited to, the collection and processing of Personal Identifiable Information and data concerning health.

For a description of policies and methods used by ImPACT Applications to protect personal data refer to the Privacy Notice available at <https://impacttest.com>

### **Issuance and use of your ImPACT Applications password**

Upon becoming a user of the ImPACT Applications Site and/or a licensee of an ImPACT Applications Product you will be issued a unique password that will enable you to access certain portions of the ImPACT Applications Site and the ImPACT Applications Products. Your password will also allow you to provide and store certain information on the ImPACT Applications Site. Once you have been issued a password for the ImPACT Applications Site and/or Product you shall be solely responsible for taking all reasonable steps to ensure that no unauthorized access to your ImPACT password occurs. You shall be solely responsible for the safekeeping of your password, authorizing use of your password, contacting ImPACT Applications immediately upon learning of a misappropriation of your password and/or your request to deactivate your password. You grant ImPACT Applications and all other persons or entities involved in the operation of the ImPACT Applications Site and ImPACT Applications Products the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the ImPACT Applications Site and ImPACT Applications Products.

### **Links to other sites and advertisements**

ImPACT Applications may provide links to third-party web sites on the ImPACT Applications Site and/or in the ImPACT Applications Products. ImPACT Applications shall not be responsible for the content provided through third-party sites linked from time-to-time to the ImPACT Applications Site and/or ImPACT Applications Products and does not make any representations regarding their content, accuracy or non-infringement. You agree that your use of third-party websites is at your own risk and subject to the terms of use of use for such sites.

### **Indemnity**

You agree to defend, indemnify, and hold harmless ImPACT Applications, its officers, directors, shareholders, agents, licensors, suppliers, successors and assigns and affiliates harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable attorney's and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

### **General**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE BREACH THEREOF, AND/OR ANY OTHER DISPUTE BETWEEN THE PARTIES RELATED TO THE SUBJECT MATTER OF THESE TERMS OF USE, TO INCLUDE ANY CLASS ACTION LAWSUIT, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES INCLUDING THE OPTIONAL RULES FOR EMERGENCY MEASURES OF PROTECTION, WHICH SHALL BE THE EXCLUSIVE FORUM FOR ANY DISPUTES. THE ARBITRATION HEARING SHALL TAKE PLACE IN ALLEGHENY COUNTY, PENNSYLVANIA, BEFORE A SINGLE ARBITRATOR TO BE SELECTED PURSUANT TO THE RULES OF THE AAA. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IF FOR ANY REASON THIS ARBITRATION CLAUSE IS STRICKEN OR DEEMED TO BE UNENFORCEABLE, THE PARTIES AGREE THAT THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY OR THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA SHALL SERVE AS THE SOLE AND EXCLUSIVE FORUMS TO RESOLVE ANY DISPUTES RELATING TO THESE TERMS OF USE, THE ENFORCEMENT THEREOF, OR ANY OTHER DISPUTE RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES SPECIFICALLY EXCLUDE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS TO THESE TERMS OF USE. THIS PROVISION IS INTENDED TO BE SEVERABLE FROM THE OTHER PROVISIONS OF THESE TERMS OF USE, AND SHALL SURVIVE AND NOT BE MERGED INTO ANY SUCH JUDGMENT.

These Terms of Use and the rights, obligations, liabilities, and responsibilities of the parties hereto, shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without reference to the conflicts of laws principles of that or any other jurisdiction. The invalidity of any provision of these Terms of Use by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

All notices required to be in writing shall be delivered by hand, sent by recognized overnight courier (such as Federal Express or UPS), electronic mail, or mailed by certified or registered mail, return receipt requested, postage pre-paid addressed to the parties at the addresses first set forth below, or at such other address as the applicable party may designate in writing.

The waiver by either party of any default or breach of these Terms of Use will not constitute a waiver of any other or subsequent default or breach. No act, delay or omission on the part of either party will be deemed a waiver unless expressly made in writing.



# Privacy Notice

**Effective date of this Privacy Notice – January 31st, 2020.**

***Summary of Changes:***

This revision contains non-material changes such as new company address, EU representative and minor editorial and formatting.

This Privacy Notice (the "Notice") describes how ImPACT Applications, Inc. (the "Company", "we", "us") collects, stores, transmits, and protects any information that you give when you use any of the Company's products and services (each a "Service" and collectively, the "Services"). This Notice applies to all of your use of the Services and describes how your Personal Information\* will be treated as you use the Services.

*\*\*Personal Information* is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

The Company is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using the Services, then you can be assured that it will only be used in accordance with this Notice.

This Notice applies to the information collected by the Company on behalf of Health Care Providers or Institutions (e.g., physician, school, sports club, etc.) through Concussion Management Products and supporting applications including:

- Test Applications: ImPACT, ImPACT Pediatric (available through ImPACT Toolkit), and ImPACT Quick Test (available through ImPACT Toolkit);
- Mobile Applications including ImPACT Toolkit that permit users to perform cognitive tests on mobile devices, and ImPACT Passport that allows the test takers to store their unique ID and record symptoms; and
- ImPACT Customer Center web service that enables test results and information collected through Test Applications and Mobile Applications and uploaded to the Company servers to be managed by healthcare providers.

This Notice also describes how we collect and use information that customers provide to us in connection with:

- Creation or administration of ImPACT Applications accounts, which we refer to as "Account Information". For example, Account Information includes names, usernames, phone numbers, email addresses, and billing information associated with a customer's account;
- Training and Education products and services; and
- Information about all Services provided via periodic notifications or requested by visiting the Company sites.

## **What Information We Collect?**

We collect only the minimum necessary information to provide the Services. Depending on the Service, we may collect one or more the following types of information:

- Contact information, such as name, email, and phone number.
- Payment and billing information, such as address, credit card, or bank account details (this information will be encrypted and processed by accredited third party providers and will not be retained upon successful completion of the transaction).
- Demographic information, such as age, gender, language preference, schools or sports clubs, and education.
- Health related information, such as symptoms, concussion history, and medical history related to concussions, and test results.
- Training and education related data, such as session results, and times/dates of sessions.
- Company website related data, such as browser type and IP address.

## **How do we use your personal information?**

We use your personal information to help us, and any organization that you choose to sign-up through, to deliver a service optimized for your needs. This includes:

- Providing updates regarding your account, such as details of reoccurring payments.
- Providing educational information to guide your use of the Services.
- Internal record keeping.
- To improve our Services.
- We may periodically send promotional emails about new products, special offers or other information, which we think you may find interesting using the email address which you have provided.
- We may also send you promotional materials or offers via email, such as discounts on Services. These will always include an option to opt out of future such emails.

## **Disclosure and Sharing of Personal Information.**

The Company will not disclose, move, access, or use Personal Information except as provided in the customer's agreement with the Company, or without your explicit consent, or when the Company believes it is required to do so by law. However, we may collect and use aggregate, de-identified (anonymized), or other information that does not identify you ("De-identified Information") for research or scientific purposes. For the purposes of research, we may include some of your data in scientific studies. For example, to show how test scores generally relate to demographic information, such as age, gender, or sport. If so, this data will be used anonymously, and not directly associated with you in any way.

## **Choices You Have About Collection, Use, Correction, and Erasure of Your Personal Information**

You have a right to be told what Personal Information we hold about you and any third parties we have disclosed it with (with certain exceptions). You also have a right to provide us with corrections if you believe any of your personal information is inaccurate. However, if personal information was collected through an organization such as school, sports team, a medical provider, etc., requests for access, amendments, or erasure should be directed to the organization through which the data was originally collected.

Because the data generated by the Concussion Management Products can only be used by licensed healthcare professional, the test takers will not be granted access to this data by the Company. Requests to view these data should be directed to the healthcare professional.

All institutions and organizations using the Services to administer cognitive tests or collect related data from test takers, are required, as a condition of use or purchase Service, to agree in writing to adhere to the Terms of Use, including this Notice, and to obtain appropriate consent.

## **Retention**

The Company will retain Personal Information for at least 7 years or in accordance with any federal or state requirements, unless requested otherwise through a written request sent to the Company's Data Protection Officer (see contact information at the end of this Notice).

## **Use of the Site by Children**

Our Services are not intended to attract children under the age of 18. In accordance with local regulations (such as the Children's Online Privacy Protection Act "COPPA"), the Company will not knowingly collect or accept personally identifiable information from a child under the age of 18 without a parent's or guardian's prior consent.

The information collected from children under 18 through the Concussion Management Products or Mobile Applications are intended only with the consent and under the supervision of a parent or guardian, or, in the case of use through an institutional user, with the consent and supervision of such institutional user acting with authority and consent from the parent or guardian.

## **Compliance with Law Enforcement**

The Company will make any legally-required disclosures of any breach of the security, confidentiality, or integrity of your electronically stored personal data.

The Company cooperates with government and law enforcement officials or private parties to enforce and comply with the law. We may disclose any information about you

to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims, legal process (including subpoenas), to protect the property and rights of the Company or a third party, the safety of the public or any person, to prevent or stop any illegal, unethical, or legally actionable activity, or to comply with the law.

## **Cross-Border Processing and Transfer of Information**

All Personal Information and health related data collected through Concussion Management Products and Mobile Applications are stored in secure location in compliance with local regulations governing cross-border data transfer.

Information collected through all other services or provided during customer support interactions will be stored in the United States. When you provide personal information, you fully understand and unambiguously consent to the transfer of your personal information to, and the collection and processing of such personal information in the United States. For Services users who are residents of the United Kingdom, European Union, and other European Economic Area nations, please be advised that while there is some uncertainty as to the scope of the EU General Data Protection Regulation (GDPR) as applied to US-hosted Services such as ours, our practices in handling personal information collected through the Services relating to residents of your jurisdictions are designed to conform to the GDPR.

We do not use or share personal information for any marketing purposes unrelated to the Services.

## **Data Security**

We are committed to ensuring that our customers are accessing applications securely. In order to prevent unauthorized access or disclosure, we have put in place technical and organizational measures appropriate to the risks to the information we collect. The following technical controls have been put in place to help protect customers and meet compliance requirements.

## **Data Protection**

### *Secure Transmission and Storage of Data*

- Connection to the company applications and environment is via TLS cryptographic protocols ensuring that users have a secure encrypted connection
- All data is further encrypted while in transit and also when persisted “at rest”



## *Network Protection*

- Perimeter firewalls and edge routers block unused protocols
- Internal firewalls segregate traffic between the application and database tiers
- Intrusion detection sensors throughout the internal network report events to a security event management system for logging, alerts, and reports
- A third-party service provider periodically scans the network externally and alerts changes in baseline configuration
- Managed intrusion detection monitors suspicious network traffic, sending alerts to the Company's security team while blocking the traffic

## *Disaster Recovery*

- The system replicates customer data to a second datacenter on an hourly basis
- Data is transmitted across a secure connection
- Data Recovery Time Objective: 24/48 hours (standard / extended)

## *Backups*

- All data is backed up at each data center on an hourly basis

## *Internal and Third-party Testing and Assessments*

- All Company Services are validated prior to public launch using documented software validation procedures to comply with medical device regulations and standards for software quality. Validation is built into the software development processes.
- The Company tests its applications for security vulnerabilities, and regularly scans the Company's network and systems for vulnerabilities. Third-party tools are used to assess software and infrastructure vulnerabilities regularly, including:
  - Application vulnerability assessments
  - Network vulnerability assessments
  - Penetration testing and source code vulnerability review
  - Security control framework

## *Security Monitoring*

The Company's Information Security team monitors notifications from various sources and alerts from internal systems to identify and manage threats.

## **Compliance**

The Company partners with top tier, ISO 27001 and/or SOC 2 Type II compliant data centers to ensure the availability and security of the Company system and to protect customer data from theft, corruption, or mishandling.

## Company Personnel

All Company employees must abide by this Notice and internal privacy policies and those who violate them are subject to disciplinary action, up to and including termination. All Company employees are required to sign non-disclosure agreements and are required to complete ongoing security training throughout the year.

## Physical Security

The Company's system is hosted with trusted data center partners who maintain ISO 27001 and/or SOC 2 Type II compliance. Physical access is strictly controlled both at the perimeter and at building access points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic systems. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.

Additionally, these data center facilities provide: automatic fire detection and suppression equipment, redundant data center electrical power systems, climate control to maintain a constant operating temperature for servers and other hardware; continuous monitoring of electrical, mechanical, and life support systems and equipment, and secure storage device decommissioning.

## Use of Cookies and Tracking Technology

The Company uses cookies to track your activity on the Company Websites.

A cookie is a small file which asks permission to be placed on your computer's hard drive. The file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

The Company uses traffic log cookies to identify which pages are being used. This helps the Company analyze data about web page traffic and improve the Company Websites in order to tailor it to customer needs. The Company only uses this information for statistical analysis purposes. Overall, cookies help the Company provide you with a better website, by enabling the Company to monitor which pages you find useful and which you do not. A cookie in no way gives the Company access to your computer or any information about you.

By visiting Company Websites, you are giving your consent to the use of cookies, but you can modify your browser settings to decline cookies if you prefer.

You can learn more about cookies, and how to control or delete cookies at <https://www.aboutcookies.org>.



## Social Media

When you participate in various social media forums like Facebook and Twitter, you should be familiar with and understand the tools provided by those sites that allow you to make choices about how you share the personal data in your social media profile(s). The Company bound by the privacy policies of these third parties, so we encourage you to read the applicable privacy notices, terms of use and related information about how your personal data is used in these social media platforms.

Additionally, depending on the choices you have made regarding your settings on these social media sites, certain personal data may be shared with the Company about your online activities and social media profiles, which the Company may use to contact you or advertise Company's Services.

## California Privacy Disclosures

The Company does not permit third parties to collect personal information about an individual's online activities over time and across different Websites when an individual uses Company Services or visits Company Websites; and therefore, does not respond to Do Not Track ("DNT") signals.

If you are a California resident and would like to make a request, the identity of any third parties to whom the Company has disclosed personal information for the third parties' direct marketing purposes, within the previous calendar year, along with the type of personal information disclosed please submit your request in writing to [privacy@impacttest.com](mailto:privacy@impacttest.com).

## European Residents

When you use the Services, we will inform you what personal information are necessary to receive the Services. You may withdraw consent for future processing or communications at any time, and you may lodge a complaint with the data protection supervisory authority in your country of residence if you believe that our processing has violated the law. You may contact our Data Protection Officer at the address listed in Contact below, or our European Representative.

We have appointed EU Rep as our Representative under Article 27 of the EU General Data Protection Regulation ("GDPR"). GDPR queries from EU Data Subjects or Data Protection authorities should be addressed to [eurep@bizlegal.eu](mailto:eurep@bizlegal.eu). BizLegal Ltd trading as EU Rep have their registered office at 27 Cork Road, Middleton Co. Cork, Ireland. Company number 635921.

## Privacy Policy Updates

We may occasionally update this Notice. When we do, we will also revise the "Effective Date" at the top of this page. For material changes to this Notice, we will notify you either by placing a prominent notice on the Company Websites or the Customer Center,

or by sending you a notification directly. Your continued use of the Services constitutes your agreement to this Notice and any updates.

## Contact

If you have any questions about this Notice, your rights or any other aspects of your privacy **and how we are collecting, using, protecting, and/or disclosing the personal information we collect**, or need assistance submitting a complaint to a data protection supervisory authority (regional government agency) please contact us at:

Attn: Data Protection Officer  
ImPACT Applications, Inc.  
2140 Norcor Avenue, Suite 115  
Coralville, IA 52241  
[privacy@impacttest.com](mailto:privacy@impacttest.com)