

Toptech Systems, Inc.

PRIVACY POLICY

Welcome to www.toptech.com (the “Site”), a website provided by Toptech Systems, Inc., a global company dedicated to streamlining data management and bringing efficiencies from the load rack to the back office through presets and automation software, (“Toptech”). Toptech respects your privacy, and this policy covers Toptech’s processing, protection, transfer and use of information collected from you through the Site, your use of software products licensed from Toptech (“Software”) or other sources in the ordinary course of Toptech’s business.

1. Acceptance

You should review this policy carefully, and be sure you understand it, prior to using the Site or any Software, or otherwise providing any information to Toptech. Your use of the Site or any Software, or your otherwise providing any information to Toptech, is deemed to be irrevocable acceptance by you of this policy. If you do not agree to this policy, you should not use, and should immediately terminate your use of, the Site or such Software, as applicable, and not otherwise provide any information to Toptech. For purposes of this Section, accessing the Site only to review this policy or any terms of use is not deemed to be use of the Site.

2. Privacy Shield

Some information collected by Toptech relates to individuals in the European Union or Switzerland. The European Union and Switzerland have adopted requirements for the protection of certain information, and in order to satisfy such requirements, Toptech complies with, and has self-certified to the U.S. Department of Commerce under, the E.U.-U.S. Privacy Shield Framework Principles, including the Supplemental Principles, and the Swiss-U.S. Privacy Shield Framework Principles, including the Supplemental Principles, regarding its processing, protection, transfer and use of “personal data” transferred from the European Union and

Switzerland, as applicable, to the United States (the “Privacy Shield Principles”)¹. In particular, Toptech has self-certified that, with respect to all Shield Information, it will adhere to the Privacy Shield Principles of notice, choice, accountability for onward transfer, security, data integrity and purpose limitation, access and recourse, enforcement and liability.

For purposes of enforcing compliance with the Privacy Shield Principles, Toptech is subject to the investigatory and enforcement authority of the U.S. Federal Trade Commission, which can impose sanctions consisting of administrative orders and civil penalties. Additional information regarding the Privacy Shield Principles can be obtained on the U.S. Department of Commerce’s website at <http://privacyshield.gov> and Toptech is listed as having self-certified under the Privacy Shield Principles at <https://www.privacyshield.gov/list>.

3. **Information**

In this policy:

(a) “Analytical Information” means all Non-Personal Information collected by Toptech through the use of cookies (or other similar tracking devices) and server log files (including, but not limited to, (i) your search terms, (ii) your computer’s access date and time, browser, connection speed, Internet service provider, language, location, manufacturer, operating system and other visit details, and (iii) whether or not you opened e-mail messages and other electronic communications from Toptech, and if you did, the times they were opened);

(b) “California Information” means all Personal Information that relates to residents of

¹ Toptech is aware of (1) the judgment by the Court of Justice of the European Union on July 16, 2020 that resulted in the E.U.-U.S. Privacy Shield Framework no longer being a valid mechanism for complying with the E.U. data protection requirements, and (2) the opinion of the Federal Data Protection and Information Commissioner of Switzerland issued on September 8, 2020 that concluded the Swiss-U.S. Privacy Shield Framework does not provide an adequate level of protection for data transfers from Switzerland to the United States pursuant to Switzerland’s Federal Act on Data Protection. Toptech will, nonetheless, continue to comply with the Privacy Shield Principles in accordance with statements published by the U.S. Department of Commerce until further guidance is available.

California and that is covered by the California Consumer Privacy Act or the California Online Privacy Protection Act (collectively, the “California Laws”);

(c) “Collected Information” means all Personal Information and Non-Personal Information;

(d) “Non-Personal Information” means all information that is collected by Toptech, whether electronically or manually, through (i) the Site, (ii) any Software, (iii) e-mail messages and other electronic communications that you send to Toptech and (iv) other sources in the ordinary course of Toptech’s business and that is not Personal Information;

(e) “Personal Information” means all information collected by Toptech, whether electronically or manually, through (i) the Site, (ii) any Software, (iii) e-mail messages and other electronic communications that you send to Toptech and (iv) other sources in the ordinary course of Toptech’s business, that relates to an individual and that identifies, or can be used in conjunction with other readily-accessible information to identify, such individual (including, but not limited to, name, e-mail address, home address, phone number, opinions, social security number (or other government-issued identification number), employer’s name, occupation, title, driver’s license number and human resources information relating to employees of Toptech in Belgium or the United States);

(f) “Sensitive Information” means all Shield Information of an individual concerning the (i) health, (ii) racial or ethnic origin, (iii) political opinions, (iv) religious or philosophical beliefs, (v) union membership, (vi) genetic data, (vii) biometric data or (viii) sex life or sexual orientation of such individual; and

(g) “Shield Information” means all Personal Information collected by Toptech, whether electronically or manually, through (i) the Site, (ii) any Software, (iii) e-mail messages and other electronic communications that you send to Toptech and (iv) other sources in the ordinary course

of Toptech's business that relates to individuals in the European Union or Switzerland and that is covered by the Privacy Shield Principles.

4. **Collection**

No Collected Information is obtained from you unless it is voluntarily provided, except for any Collected Information obtained automatically through the Site as set forth in this policy or any Software in connection with its intended functionality. Regardless of the method used to obtain Collected Information, Toptech will only collect Personal Information in a manner that is consistent with the purposes for which it was provided, and except for Shield Information, Toptech's other legitimate business purposes (including, but not limited to, marketing). You are responsible for obtaining any approvals, authorizations, consents, permissions and permits that are required in connection with your providing Toptech with any information (including, but not limited to, any information relating to a third party).

5. **Choice**

You may refuse to provide any information to Toptech at any time by terminating your use of the Site and all Software, or in all other cases not involving use of the Site or any Software, by notifying Toptech as set forth in Section 24. If you refuse to provide any information when requested to do so by Toptech, the Site or any Software, you may not be able to access, or otherwise receive the benefits of, certain services from Toptech, features of the Site or functionality of such Software.

6. **Electronic Communications**

Whether or not you have previously sent Toptech an e-mail message, you consent to Toptech's sending you e-mail messages and other electronic communications (a) in connection with your use of the Site or any Software, (b) in the ordinary course of Toptech's business or (c) for any other legitimate business purpose (including, but not limited to, marketing). Since Toptech endeavors to send e-mail messages and other electronic communications only to individuals desiring to receive them, you can unsubscribe to such e-mail messages or other electronic

communications at any time by contacting Toptech as set forth in Section 24 or by following the directions contained in such e-mail messages or other electronic communications.

7. **Analytical Information**

When you access the Site or use any Software that is licensed as “software as a service” or otherwise hosted by Toptech, Toptech will collect Analytical Information. Your browser may provide you with the ability to not accept cookies, as well as the ability to delete already-existing cookies. If you refuse, or delete previously-existing, cookies, you may not be able to enjoy some features of the Site or functionality of any Software.

Analytical Information will only be used by Toptech (a) to record your use of the Site or any Software, (b) to diagnose problems with the Site or any Software, (c) to improve the Site or any Software and make the Site or such Software, as applicable, more useful to you and other users, and (d) for other legitimate business purposes of Toptech (including, but not limited to, marketing). Toptech will collect Analytical Information either directly or by third parties acting on its behalf.

8. **Sensitive Information**

Any provision of this policy to the contrary notwithstanding, in the unlikely event that Toptech collects any Sensitive Information from you, Toptech will obtain your explicit consent (i.e. among other things, you must “opt in”) before such Sensitive Information is (a) disclosed to a third party or (b) used for a purpose other than the purposes for which such Sensitive Information was collected. Toptech will also treat as Sensitive Information any Personal Information of an individual received from a third party if the third party identifies it in writing to Toptech, and treats it, as Sensitive Information.

9. **Location**

All Collected Information is controlled or processed by Toptech at 1124 Florida Central Parkway, Longwood, Florida 32750, and on servers owned by a third party and located at an off-

site data center in Northern Virginia. Toptech may transfer Personal Information to any other third party only as set forth in Section 12.

10. **Protection**

Except as provided in the immediately following sentence, Toptech will use commercially reasonable efforts to protect Personal Information from loss, misuse and unauthorized access, alteration, destruction and disclosure. Certain Collected Information posted by you on the Site may be accessible to the general public, and Toptech is not responsible for protecting such Collected Information from loss, misuse or unauthorized access, alteration, destruction or disclosure. For example, if you participate in a public forum on the Site, any information disclosed by you when doing so will be available to the general public. Also, since no transmission of information over the Internet or electronic storage of information is completely secure, it is possible that Collected Information could be lost, misused or accessed, altered, destroyed or disclosed without authorization, even if Toptech uses such reasonable efforts. In providing information to Toptech, you must assume the risk that Collected Information could be lost, misused or accessed, altered, destroyed or disclosed without authorization.

11. **Use**

All Collected Information may be used by Toptech for any legitimate business purpose (including, but not limited to, creating statistical benchmarks and marketing), except that, in the case of Shield Information and only to the extent required by the Privacy Shield Principles, such purpose cannot be incompatible with the purpose for which such Shield Information was collected by Toptech, unless you have subsequently authorized its use for such purpose. If Toptech expressly states in this policy or in a writing that any Collected Information will only be used for a specific purpose, Toptech will only use it for such purpose, unless you subsequently consent to its being used for another purpose.

12. **Transfers**

Any Collected Information obtained by Toptech, whether or not for a specific purpose, may be transferred to third parties retained by Toptech (including, but not limited to, any affiliates, distributors, sub-contractors or vendors of Toptech) for any purposes for which Toptech could use such Collected Information, except that, in the case of Shield Information and only to the extent required by the Privacy Shield Principles, (a) Toptech will notify you of such transfer, (b) such third party's right to use Shield Information is limited to such purposes, (c) such third party is obligated to provide at least the same level of privacy protection as is required by the Privacy Shield Principles, (d) Toptech takes commercially reasonable steps to ensure that such third party effectively processes Shield Information in a manner consistent with Toptech's obligations under the Privacy Shield Principles, (e) such third party is required to notify Toptech if such third party makes a determination that it can no longer meet its obligation to provide the same level of privacy protection as is required under the Privacy Shield Principles, (f) upon such notice, Toptech must take commercially reasonable steps to terminate and remediate unauthorized processing of Shield Information by such third party, and (g) upon the request of the U.S. Department of Commerce (or its designee), Toptech must provide a summary or representative copy of the relevant privacy provisions of its agreements with such third party. In cases of onward transfers to third parties of Shield Information, Toptech is potentially liable for the failure of such third party to comply with the Privacy Shield Principles.

Certain Collected Information that is obtained by Toptech through any Software and that is not Personal Information may be (a) transferred to clients or customers of Toptech and (b) used by such clients or customers for their business purposes. Toptech has no control over how such clients or customers use any such Collected Information and is not responsible for such use.

Toptech may also at any time, in its sole discretion, transfer to third parties any Collected Information (including, but not limited to, a computer's Internet protocol addresses), whether or not you furnished such Collected Information for a specific purpose, to (a) comply with, or as permitted by, any applicable law or government request, including to meet national security and law enforcement requirements, (b) cooperate with law enforcement, and other third parties, in

investigating a claim of fraud, illegal activity or infringement of intellectual property rights, (c) protect the rights, property or legitimate business interests of Toptech or a third party, or (d) transfer such Collected Information to a third party purchasing all, or substantially all, of Toptech's assets. If Collected Information is so transferred, Toptech will have no responsibility for any action of the third party to whom or which such Collected Information is transferred.

13. **Deletion**

Upon your sending a request Toptech as set forth in Section 24, Toptech will delete any Personal Information relating to you from its servers (or the servers of third parties acting on behalf of Toptech) when it is no longer required for the purposes for which Toptech collected it, unless Toptech (a) is legally permitted or required to continue holding it, (b) reasonably believes it is relevant to any pending or threatened dispute, judicial proceeding, government investigation or other similar matter, or (c) has any other lawful basis to continue holding it.

14. **Third-Party Sites**

The Site may contain links to, or be accessible from, websites provided by third parties (individually a "Third-Party Site"). Your use of a Third-Party Site will be subject to its terms of use and other provisions, and you are responsible for complying with such terms and other provisions. This policy does not cover the privacy policies or practices of any Third-Party Site, and Toptech is not responsible for any information you submit to, or otherwise collected by, any Third-Party Site. Toptech is only responsible for Collected Information obtained by it (a) through your authorized use of the Site or any Software, or (b) from other sources in the ordinary course of its business. You should consult each Third-Party Site for its privacy policy or practice before submitting any information to, or otherwise using, such Third-Party Site.

15. **Access**

Toptech does not warrant or represent that any Collected Information will be accurate or error-free. Upon your request, you will be granted access to your Shield Information in the possession, or under the control, of Toptech solely for the purpose of correcting or deleting any

such Shield Information that is inaccurate or has been processed in violation of the Privacy Shield Principles, except where the burden or expense of providing such access would be disproportionate to the risks to your privacy or where the rights of a third party would be violated. If you desire access to any Shield Information, you must contact Toptech in writing as set forth in Section 24.

16. **California Residents**

Toptech does not sell any California Information, and will, to the extent required by the California Laws, disclose, delete or take any other action with respect to any California Information. A resident of California may request (a “California Request”) pursuant to the California Laws, among other things, that Toptech:

(a) Disclose to such resident:

- (i) The categories of California Information relating to such resident that are collected by Toptech;
- (ii) The categories of sources from whom or which California Information relating to such resident is collected by Toptech;
- (iii) The purposes for Toptech’s collecting California Information relating to such resident;
- (iv) The categories of third parties to whom or which Toptech transfers California Information relating to such resident;
- (v) The specific pieces of California Information relating to such resident collected by Toptech; and
- (vi) If California Information is disclosed for a business purpose to a third party, the categories of such California Information relating to such resident that are disclosed for a business purpose, and the categories of third parties to whom or which such California Information are disclosed for a business purpose; and

(b) Except in certain circumstances, delete California Information of such resident.

A California Request (a) can only be made twice in a 12-month period, (b) will require the collection of certain information by Toptech to verify the identity of such resident, and (c) must be submitted to Toptech as set forth in Section 24. Toptech will respond to any such request within 45 days after receiving such information.

The California Laws require certain additional disclosures that can be found at this link: [California Privacy Disclosures](#). Toptech will not discriminate against a resident of California for exercising any right of such resident under the California Laws, except as permitted under the California Laws.

17. **Applicable Law**

This policy shall be governed by, and construed and interpreted in accordance with, (a) in the case of Shield Information, and solely to the extent required by the Privacy Shield Principles, the Privacy Shield Principles, (b) in the case of California Information, and solely to the extent required by the California Laws, the California Laws, (c) any other applicable privacy law solely to the extent required by such law, and (d) in all other cases, the laws of the state of Florida, without regard to its principles of conflict of laws. If there is any conflict or inconsistency between any provision of this policy and any provision of any applicable law, the latter shall control.

18. **Complaints**

Except as set forth in Section 19, any complaint by you regarding any Collected Information, or otherwise relating to this policy, must first be submitted to Toptech as set forth in Section 24, and Toptech must be given a reasonable opportunity of not less than 30 days to investigate and respond to your complaint. Upon Toptech's completing such investigation and so responding, Toptech and you must then attempt, in good faith, to promptly resolve any remaining aspects of your complaint. If any aspect of your complaint remains unresolved after an additional

reasonable period of time of not less than 30 days, you may commence litigation against Toptech in connection with the unresolved portion of your complaint only in a court located in Seminole County, Florida, and having subject matter jurisdiction over your complaint. You consent to any such court's being, and waive any objection (including, but not limited to, any such objection based on inconvenience) to such court's not being, a proper venue for your complaint.

19. **Independent Recourse Mechanism**

If you have a complaint that relates to any Shield Information, Toptech offers an independent recourse mechanism to resolve your complaint that you may use in lieu of the process described in Section 18. The independent recourse mechanism, which is more fully described at <http://privacysshield.gov>, offered by Toptech is the BBB EU Privacy Shield. In order to access the independent recourse mechanism for more information or to file a complaint, please visit <http://www.bbb.org/EU-privacy-shield/for-eu-consumers/>. The services of the BBB EU Privacy Shield with respect to any such complaint will be provided at no cost to you.

If all other options available to you for resolving a complaint under the Privacy Shield Principles are unsuccessful, and upon satisfaction of certain other conditions, you can lodge your complaint with the Privacy Shield Panel, which is an "arbitration mechanism" of three neutral arbitrators. Any decision of the Privacy Shield Panel will be binding on Toptech, and enforceable in courts of the United States.

With respect to human resources data that is Shield Information and that is used by Toptech in the context of an employment relationship, Toptech will cooperate with, and comply with the advice given by, the European Union data protection authorities.

20. **Entire Agreement**

Except as set forth in this Section, this policy contains the entire agreement, and supersedes all prior oral and written agreements, proposals and understandings, between you and Toptech, with respect to Collected Information. If you use the Site or any Software, or otherwise have business

dealings with Toptech, such use or dealings will be subject to this policy, plus any other written agreement between the parties that is applicable thereto (including, but not limited, any applicable terms of use, and any applicable license agreement). To the extent there is any conflict or inconsistency between any provision of this policy and any provision of such other agreement, the former shall control.

21. **Severability**

Whenever possible, each provision of this policy shall be interpreted to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder of such provision, or any other provision of this policy, being prohibited or invalid.

22. **Revisions**

Toptech may revise any provision of this policy from time to time by posting the revised provision on the Site so long as such revision does not conflict with the Privacy Shield Principles, the California Laws or any other applicable law. Any such revision will take effect immediately upon such posting, and will apply to all Collected Information obtained by Toptech after such posting. It is your responsibility to periodically check this policy on the Site for revisions to this policy.

23. **Expenses**

Except as provided in this policy, the Privacy Shield Principles or any applicable law, you are solely responsible for all fees and disbursements of any attorney or other advisor retained by you in connection with enforcing your rights under this policy.

24. **Contact Information**

If you (a) desire to make a California Request, or (b) have any questions or complaints, desire additional information, or need to notify Toptech of anything, relating to this policy, please promptly contact Toptech using one of the methods set forth below:

Regular mail: Toptech Systems, Inc.
 Attn: Director of Finance
 1124 Florida Central Parkway
 Longwood, Florida 32750

E-mail: bpickett@idexcorp.com

Toll-free phone no.: 1-800-208-0547

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