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## **16. PRIVACY.**

**16.1. Information Collected.** Diagnostics collects network performance and connection information from the cellular data adapter in use on licensed devices within an End-User's mobile deployment. The types of personally identifiable information collected includes but is not limited to Device Name, Logged-In User Name, Account Phone Number, Adapter Serial number correlated with location information. The information is collected from each licensed device and transmitted via a secure SSL protocol to the Diagnostics server placed in service by your Diagnostics Administrator. In some installations, these transmissions are also sent through a VPN, as established and administered by the End-User's VPN Administrator.

**16.2. Your Use of Information Collected.** You understand that Diagnostics is capable of permitting you to use the information identified in Section 16.1 to identify when and where each device has been used, and may also be used to develop Coverage Maps that show aggregated connection and network performance information for all devices within a particular map grid location during a specified time-period. You further understand and acknowledge that devices that contribute data samples to each map grid location are individually identifiable. Device Maps show connection and network performance information in discrete traces plotted on a map for an individual device or devices. These traces correspond to the actual date and time of sample generation, and enable non-real-time review of collected information.

**16.3. Privacy and Access to the Information.** Access to personally identifiable information collected and stored in the Diagnostics database is only by authorized users via log-in controlled by User-Name and Password. User-Name and Password accounts are established by End-User's Diagnostics Administrator(s). PDF and Image Files, and KML Location Files, containing map information can be exported and saved. These features are provided within Diagnostics in order to allow End-Users to document and archive connection and network performance. These files contain no inherent encryption and contain personally identifiable information and you agree to take reasonable precautions to properly secure the personally identifiable information in accordance with End-User's privacy information policies and applicable state and federal laws.

**16.4. Privacy and commitment to security.** Diagnostics has put in place appropriate physical, electronic, and administrative controls to enable End-Users to safeguard and prevent unauthorized access to the information collected.

**16.5. NetMotion's Access and Use of Information.** You understand and acknowledge that NetMotion may access and use the information collected as described in Section 16.1 of this EULA as follows:

- a. To perform routine maintenance, technical support or help, troubleshooting, debugging of the software, quality control checks and the like, during the term of this EULA; and
- b. NetMotion may use the information collected by Diagnostics as described in Section 16.1 for one or more of the purposes set forth in Section 16.2 and may share such information with unrelated third parties, provided however, that NetMotion shall not disclose to unrelated third parties personally identifiable information, unless required by court order, law, regulation or the like.

### **16.6 Privacy notice.**

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