# EarthRanger Data Policy

*Last Updated: August 1, 2024*

This EarthRanger Data Policy ("**Data Policy**") describes how The Allen Institute for Artificial Intelligence ("**Ai2**" or "**we**") handles User Data that is collected and stored through the EarthRanger™ system, software, applications, and hosted services (collectively, "**ER Services**"). "**User Data**" means any data or information that is uniquely entered or uploaded by an EarthRanger user ("**you**"), whether manually or via integration with third party data sources (e.g., animal collars, sensors, radios), including hardware, software, APIs, and platforms that are used in connection with the ER Services ("**Third Party Products**").

By agreeing to the EarthRanger End User License Agreement, available at http://earthranger.com/eula ("**EULA**") and using EarthRanger, you agree and consent to AI2's collection, storage, and handling of your User Data in accordance with this Data Policy. If you do not agree, your sole and exclusive remedy is to discontinue your use of the ER Services. Ai2 may modify or amend this Data Policy at any time in its sole discretion and notice of any changes will be reflected in the "last updated" date of this Data Policy. We may additionally communicate to you about updates in other ways, including via email. Your continued use of the ER Services will constitute your acceptance of the updated terms.

## How this Data Policy applies

Ai2 stores and maintains User Data in secured servers in accordance with generally accepted industry standards ("**Hosted Servers**"). This Data Policy only applies to User Data that currently resides within the Hosted Servers. You are solely responsible for any User Data that is directly or indirectly copied, moved, transmitted, transferred, or shared outside of the Hosted Servers ("**Transferred Data**").

Transferred Data may occur or result in the following ways: (1) a direct action by you; (2) a direct action by Ai2 as requested, authorized, or agreed by you; (3) a direct action by a third party partner authorized to provide services for you in connection with the ER Services ("**Deployment Partner**") as requested, authorized, or agreed by you; (4) any direct or indirect action, transfer, or transmission through the use of other Ai2 products, tools and services integrated with the ER Services, such as Gundi™ and Ecoscope™; or (4) any direct or indirect action, transfer, or transmission outside of the Hosted Servers through the use of Third Party Products.

You understand and agree that your use of any Third Party Products is governed by the respective third party terms and conditions ("**Third Party Terms**"), which may contain different policies and practices regarding the third party's collection, storage, and use of your data. Ai2 will not be responsible or liable in any way for Third Party Products, Transferred Data, or your use or inability to use the same. You agree to assume the sole risk and liability in your use of any Third Party Products, and it is solely your responsibility to comply with Third Party Terms.

## How we handle User Data

### 1. Protection of your User Data

We will only use your User Data to provide you the ER Services. Ai2 will never go into the Hosted Servers to access your User Data without your express permission or as agreed in writing, except in the following circumstances: (a) as

necessary for Ai2's or a Deployment Partner's authorized support personnel (collectively, "**Support Personnel**") to provide support services to you, such as to investigate, fix, or conduct maintenance work on any technical issues affecting your use of the ER Services; (b) as part of any user training for your organization or site; (c) as required by a court or government order; (d) to satisfy legal and regulatory requirements or comply with applicable laws, or (e) as needed to implement, integrate, connect, or enable your use of any Third Party Products with the ER Services.

## 2. Technical System Function and Monitoring

"**Derived Data**" means any non-specific, aggregated data derived from User Data, wherein its derived form does not identify you or reveal any specific details about your site. As such, Ai2 may access and use Derived Data without obtaining explicit permission from you. Derived Data may also be shared with third parties in accordance with the Third Party Terms that govern Hosted Servers, Third Party Products, and other software tools that are used to develop, operate, support, maintain, and provide the ER Services to you. This section provides information about the Derived Data that may be generated from the ER Services, and the purpose and nature of its collection and use.

### 2.1. Server Error Logs

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|---|---|
| Description | Server log files that describe unexpected behavior encountered by the EarthRanger software. |
| User Data Accessed | Ai2 logs information about errors that occur in the EarthRanger software, which may contain certain details or specifics about User Data when such User Data has caused errors. |
| Source | Log files from Hosted Servers that are aggregated using hosting provider's log tools. These server logs are subject to Third Party Terms. |
| Purpose | For awareness of errors of the ER Services when they occur and assistance in debugging them. |
| Retention | Log entries get permanently deleted two (2) weeks after they are originally recorded. |
| Who has access | Support Personnel and Ai2 developers who may receive segments of logs to aid in debugging or other technical issues with the ER Services. |

### 2.2. Device Integration

| | |
|---|---|
| Description | Derived Data that contains aggregated information about the functioning of Third Party Products, such as device count and usage. We do not retain information about specific devices or the specific data coming from them. |
| User Data Accessed | A count of the devices used, but no User Data is read from those devices. |
| Source | Log files from Hosted Servers that are aggregated using hosting provider's log tools. These server logs are subject to Third Party Terms. |

| Purpose | Monitor and ensure the proper functioning of integrations between Third Party Products and the ER Services. This information helps Support Personnel predict, be aware of, and solve system issues. Also used for tracking device usage to make improvements to the ER Services. Some information, aggregated at a very high level, may be used for marketing purposes (e.g. "EarthRanger is integrated with [x,xxx] sensors throughout Africa"). |
|---|---|
| Retention | Retained in the aggregate form. |
| Who has access | Key Support Personnel and Ai2 developers who may receive segments of logs to aid in debugging or other technical issues with the ER Services. |

## 2.3.   Product Usage and Enhancement

| Description | Derived Data that contains aggregated information about how the ER Services are being used, including the number of users accessing the ER Services, what features users may access, and how long or how often users are using them. This excludes any User Data that you directly enter through the ER Services while using those features. For example, if you enter a "Role" parameter as part of your profile in your user account, we use such information for grouping usage information based on the role (i.e. user type), and not by specific user. |
|---|---|
| User Data Accessed | None. |
| Source | Web analytics tools like Google Analytics, subject to Third Party Terms. |
| Purpose | We use this information to gain metrics and insights to measure how useful certain features are for your site so we can improve such features and/or the ER Services overall, such as: <br>● To test new versions of features against previous versions to make sure they have a positive impact with the updates. <br>● To engage with you or other users that do not appear to be using certain aspects of the ER Services to see if we can help via training, additional features, etc. <br>In addition, Derived Data about users' "Role" parameters allows us to leverage data on engagement and feature adoption to be more focused to the types of users using it. For example, we may not expect all users to use the "Export Reports" feature in EarthRanger, but we may want to understand if there are certain roles or categories of users (e.g. park managers) that use the feature and how much they use it to evaluate its utility and effectiveness. |
| Retention | Usage data is retained. |
| Who has access | Support Personnel and Ai2's product design personnel. Deployment Partners receive reports of the sites that they work with. |

**2.4. Impact**

| Description | Derived Data containing aggregated reports and/or incident information captured through the ER Services. For example, aggregated counts such as the number of snares found, the number of arrests made, total ranger patrol distances that EarthRanger helped plan, etc. This Derived Data does not include information that uniquely identifies a device, person, animal, or any other asset specific to your site. |
| --- | --- |
| User Data Accessed | None. Derived Data may include geographic information summarized at the country or continent level, but specific locations will only be recorded with your approval. |
| Source | EarthRanger database. |
| Purpose | Our goal is to help protected area managers in their efforts to save animals and the true measure of success is how those animals fare over time. Our best proxy for that measurement are the metrics that we can glean from reports and incidents. Ai2 is committed to make ongoing developments to the ER Services to make improvements of these metrics. Some of the numbers from the Derived Data might be used for marketing materials, but only at a highly aggregated level that obfuscates the specific participation of your site. |
| Retention | None. |
| Who has access | Only Support Personnel and Ai2 program management will have access to these Derived Data to help assess ER Services as an impact investment for your site. |

## 3. Providing Technical Support

This Section provides information about when and how we may access User Data to provide you technical support for the ER Services. Varying levels of access may be necessary to investigate and address support matters. Support Personnel will request the appropriate level of access from you based on the minimum information required to address the issue. If you deny such access, Support Personnel will be unable to fix, resolve, or fulfill support requests, and Ai2 will not be liable for any delay or failure to follow through on any aspect of the support services as described in the Service Level Agreement (SLA) of the EULA.

For questions or general information about support, please email support@earthranger.com

### 3.1. Support Accounts

To set up and install the ER Services for your organization or site, Support Personnel will need administrative access as part of the default configuration of your EarthRanger account. Once implementation is complete, you may choose to keep or remove such administrative access for Support Personnel. You may also choose to create a designated standing or temporary support account with login credentials for Support Personnel to use for providing future or ongoing

technical support ("**Support Account**"). Support Accounts are managed by the admins of your organization's EarthRanger account; thus, you may create or disable a Support Account at any time.

### 3.2.    Secure Channel

Support Personnel will use an encrypted communication channel (e.g. WhatsApp) to communicate any sensitive information on technical support matters, such as requesting login credentials for Support Accounts ("**Secure Channel**"). Only Support Personnel will have access to the Secure Channel and any account information or User Data that may be shared in the exchange of messages between you and Support Personnel. We encourage you to take other reasonable measures to protect any information you share in the Secure Channel, such as deleting the message history. However, if you share any information outside of the Secure Channel (e.g. via email) or with third parties, Ai2 will not be responsible for monitoring or preventing any unintended use or disclosure of such information and you are solely responsible for managing any information you share outside of the Secure Channel.

### 3.3.    Third Party Products

To configure or integrate any Third Party Products for use with the ER Services, we may need to access the data from those sources ("**Product Data**"). For example, to integrate sensors with the ER Services, Ai2 may need to access sensor data that resides in the manufacturer's software. The nature of access required to configure the Product Data will vary depending on the provider of the Third Party Product. This may range anywhere from access via an API token or temporary administrative level access to your Third Party Product account.

Where access credentials to any Third Party Product accounts are necessary, Support Personnel will send a request through the Secure Channel. With your express permission, Ai2 may share your credentials with a limited number of Ai2's authorized employees and contractors on the EarthRanger development team to develop, implement, update, or support integrations with Third Party Products. Once the work is complete, we will notify you that the credentials are no longer needed. You are solely responsible for ensuring that Ai2's access and use of any Product Data and Third Party Products with the ER Services complies with the Third Party Terms or is otherwise authorized in writing by the Third Party Product provider. We may reject or disable any integrations with Third Party Products at any time in our sole discretion if we have reason to believe that its use disrupts the proper working of the ER Services or violates any Third Party Terms or applicable laws.

Please note that we store access information at the system level so that the ER Services can continually incorporate Product Data from integrated Third Party Products as part of your User Data. Depending on the nature of the integration and the Third Party Product in question, such access information may take different forms and be stored in different ways. For more information on integrations, and Ai2's collection and storage of access information for any specific Third Party Products, please contact [support@earthranger.com](mailto:support@earthranger.com).

### 3.4.    Deployment Partner Services

If you choose to share any User Data or account information with Deployment Partners, you acknowledge that their policies and practices may be different from what is stated in this Data Policy. All technical support and related services provided by Deployment Partners are separately governed by the terms and conditions of the service agreement entered between you and the Deployment Partner. You are solely responsible for any User Data, Product Data, credentials, or other information that you choose to share with Deployment Partners, which will be deemed as Transferred Data under this Data Policy.

### 4. User Data Storage

Ai2 stores User Data in Hosted Servers located in Germany, Singapore, and the United States. If your site is located in a country that requires User Data to be stored in a different jurisdiction, you may request an exception from Ai2. We will review such requests on a case-by-case basis, however, Ai2 has the sole discretion to decide where to set up any Hosted Servers. If we can accommodate your request, there must be a separate written agreement executed between your organization and Ai2 for your User Data to be stored in a different jurisdiction. Subject to the foregoing, we will store your User Data in a Hosted Server in the agreed jurisdiction. Otherwise, we will choose the most suitable Hosted Server location among our existing infrastructure.

Our storage of User Data as described in this Section refers to "data at rest" (i.e. data that is ultimately stored in a Hosted Server). We differentiate "data at rest" with "data in transit" (i.e. data that is actively moving from one location to another across the internet or a network). Data in transit may use networks or services outside of your site's country to transmit information from your computer through the web. This Section does not apply to Transferred Data, Product Data, or Derived Data, which may be subject to Third Party Terms and stored outside of your site's country, regardless of its jurisdiction.

### 5. User Data Retention

Upon any termination of the ER Services pursuant to the EULA, AI2 will make your User Data available to you for a period of one (1) year following the termination date in a commonly used, industry-accepted format, or as mutually agreed in writing between you and AI2. Thereafter, your User Data will be deleted in accordance with Ai2's internal data retention and deletion procedures.

### 6. Opt-in for AI/ML Use

Ai2 may request to access and use your User Data in connection with machine learning and artificial intelligence development to further improve and enhance the ER Services ("**AI/ML Use**"). Your decision to participate is voluntary and we will not access or use your User Data for this purpose without your express consent to opt-in to AI/ML Use. You may opt-in by completing the associated consent form or a similar mechanism that Ai2 makes available to record your authorization. For questions about AI/ML Use, please contact [support@earthranger.com](mailto:support@earthranger.com).

### 7. EarthRanger Privacy Policy

This Data Policy is intended to cover User Data that is not personal information. For information about Ai2's collection, storage, and handling of your personal information, please refer to the EarthRanger Privacy Policy at [https://www.earthranger.com/privacy-policy](https://www.earthranger.com/privacy-policy) ("**Privacy Policy**"). The Privacy Policy is intended to supplement this Data Policy. To the extent there is any conflict between this Data Policy and the Privacy Policy, this Data Policy will take precedence specifically with respect to User Data. If you and Ai2 enter into any other written agreement signed by authorized signatories of both parties, such other written agreement will take precedence to the extent that it contains express terms and conditions specifying that it amends or supersedes this Data Policy.

### Questions

For questions related to this Data Policy, please contact [info@earthranger.com](mailto:info@earthranger.com).