

## **PRIVACY POLICY**

*Last Updated: January 28th, 2026*

This Privacy Policy ("Policy") describes how Octane Software, Inc. ("Provider," "we," "us," or "our") collects, uses, discloses, and processes information in connection with our platform and services. By creating an account or using the platform (including trials, proofs of concept, unpaid access, or paid access), Customer agrees to this Policy.

This Policy is incorporated into and subject to our Terms and Conditions and any separate signed agreement between Provider and Customer. In the event of conflict, a signed agreement governs, followed by the Terms and Conditions, followed by this Policy.

### **1. INFORMATION WE COLLECT**

#### **1.1 Information Customer Provides**

We collect information provided directly by Customer and its authorized users:

- Account registration information (name, email address, company name, job title, phone number)
- Billing and payment information
- Communications sent to us
- Information provided through support requests or onboarding

#### **1.2 Platform and Advertising Data**

Consistent with Section 6 of our Agreement, Customer grants Provider limited rights to collect and process data. Through Customer's use of the platform and integrations, we collect and process:

- Advertising account data, campaign data, and performance metrics
- CRM, pipeline, and revenue data Customer connects to the platform
- Conversion and attribution data
- Site analytics and visitor behavior data collected through Provider's scripts
- Any other data Customer provides access to through platform integrations

#### **1.3 Information Collected Automatically**

When Customer or its users access the platform, we automatically collect:

- IP addresses and geolocation data
- Device identifiers and browser information
- Usage data, including pages viewed, features used, and session duration
- Cookies and similar tracking technologies
- Log data and access timestamps

## **1.4 Information from Third Parties**

We may collect information about Customer from:

- Advertising platforms and technology partners
- Data enrichment providers
- Publicly available sources

## **2. HOW WE USE INFORMATION**

We use information for any lawful purpose, including:

- Providing, operating, and improving the platform and services
- Processing transactions and managing Customer accounts
- Analyzing platform usage and developing new features
- Training, improving, and developing our algorithms, models, and machine learning capabilities (Provider retains all intellectual property rights in such derivative works per Section 2.1 of our Agreement)
- Creating aggregated, anonymized, or de-identified datasets for analytics, benchmarking, or broader business initiatives (per Section 6.2 of our Agreement)
- Communicating with Customer about the platform, including service updates and marketing
- Generating performance results, case studies, and testimonials (per Section 12 of our Agreement)
- Complying with legal obligations
- Enforcing our agreements
- Protecting the security and integrity of the platform

## **3. HOW WE SHARE INFORMATION**

### **3.1 Service Providers**

We share information with third parties that perform services on our behalf, including hosting, analytics, payment processing, and customer support.

### **3.2 Advertising and Analytics Partners**

We may share information with advertising networks and analytics providers to market our services and analyze platform usage.

### **3.3 Marketing and Publicity**

Consistent with Section 12 of our Agreement:

- We may use Customer's name and logo in marketing materials, website, presentations, and customer lists to identify Customer as a client.

- We may develop and publish case studies, testimonials, or performance summaries referencing Customer's use of the services.
- We will not disclose confidential or proprietary information without Customer's prior written approval, consistent with Section 3 of our Agreement.
- Customer may revoke these rights with written notice, and we will make commercially reasonable efforts to remove references from future materials.

### **3.4 Aggregated and De-Identified Data**

Per Section 6.2 of our Agreement, we may use and share aggregated or anonymized data derived from Customer's usage for analytics, benchmarking, or to support broader business initiatives, without restriction. This includes performance benchmarks, industry trends, and platform analytics.

### **3.5 Corporate Transactions**

In connection with any merger, acquisition, financing, reorganization, bankruptcy, or sale of assets, information may be transferred to a successor or affiliate.

### **3.6 Legal Compliance and Protection**

We may disclose information when necessary to:

- Comply with applicable law, regulation, or legal process
- Protect the rights, property, or safety of Provider, our customers, or others
- Respond to claims that content violates the rights of third parties
- Enforce our agreements

## **4. CUSTOMER COMPLIANCE RESPONSIBILITIES**

Per Section 11.2 of our Agreement, Customer is solely responsible for ensuring compliance with all applicable laws, regulations, and industry standards in connection with its use of Provider's services, including but not limited to:

- Cookie consent banners
- Privacy notices
- Data collection disclosures
- Any other requirements under applicable privacy laws (including GDPR, CCPA, and other data protection regulations)

Provider shall not be responsible for any fines, claims, or regulatory issues arising from Customer's failure to comply with applicable privacy laws.

## **5. DATA RETENTION**

We retain information for as long as necessary to provide the platform and services, comply with legal obligations, resolve disputes, and enforce our agreements. We may retain aggregated, anonymized, or de-identified data indefinitely for analytics, benchmarking, research, and product development purposes.

## **6. COOKIES AND TRACKING**

We use cookies, pixels, Provider scripts, and similar technologies to operate the platform, collect data, analyze usage, and deliver marketing. Customer may adjust browser settings to refuse cookies, but this may affect platform functionality. We do not respond to "Do Not Track" signals.

## **7. SECURITY**

We implement reasonable administrative, technical, and physical safeguards. However, per Section 5.1 of our Agreement, the platform is provided "as is" and without guarantees. We cannot guarantee absolute security of information.

## **8. THIRD-PARTY PLATFORMS AND INTEGRATIONS**

The platform integrates with third-party advertising platforms and services. Per Section 5.3 of our Agreement, Customer acknowledges that the effectiveness and stability of the services depend on multiple external factors, including ad platform behavior, site infrastructure, and data flow. We are not responsible for the privacy practices of third-party platforms, and Customer's use of such integrations is subject to those third parties' terms and policies.

## **9. CHILDREN**

The platform is not directed to individuals under 16, and we do not knowingly collect information from individuals under 16.

## **10. INTERNATIONAL TRANSFERS**

Provider is based in the United States. By using the platform, Customer consents to the transfer of information to the United States, which may have different data protection laws than Customer's jurisdiction.

## **11. CUSTOMER RIGHTS AND CHOICES**

### **11.1 Account Information**

Customer may access and update account information by logging into the platform or contacting us.

### **11.2 Marketing Communications**

Customer may opt out of marketing emails by clicking "unsubscribe" in any marketing email. Customer may not opt out of transactional or service-related communications.

### **11.3 Marketing and Publicity Permissions**

Per Section 12.3 of our Agreement, Customer may revoke marketing and publicity rights with written notice, and we will make commercially reasonable efforts to remove references from future materials.

### **11.4 California Residents**

California residents may have rights under the California Consumer Privacy Act, including the right to know, delete, correct, and opt out of the sale or sharing of personal information. To exercise these rights, contact us at [privacy@tryoctane.com](mailto:privacy@tryoctane.com). We will verify identity before processing requests.

For purposes of California law, we may "sell" or "share" identifiers, commercial information, and internet activity with advertising and analytics partners.

### **11.5 Other Jurisdictions**

Residents of other jurisdictions may have additional rights under applicable law. Contact us to submit a request.

## **12. CONFIDENTIALITY**

Per Section 3 of our Agreement, each party agrees to treat non-public information—including model outputs, pricing, business practices, customer data, and trial/POC results—as confidential unless otherwise agreed in writing. This does not apply to information already public or legally required to be disclosed.

## **13. LIMITATION OF LIABILITY**

Per Section 7 of our Agreement:

- Provider's total liability for any claim related to this Policy shall not exceed fees paid by Customer in the 3 months prior to a claim.
- Neither party shall be liable for indirect, consequential, or punitive damages.

## **14. INDEMNIFICATION**

Per Section 11.4 of our Agreement, Customer shall defend, indemnify, and hold harmless Provider and its affiliates, officers, and employees from and against any third-party claims, damages, losses, liabilities, or costs (including reasonable attorneys' fees) resulting from:

- Customer's misuse of the services
- Breach of any agreement with Provider

- Failure to comply with applicable laws or regulations

## **15. DISPUTE RESOLUTION**

Per Section 9 of our Agreement, any dispute arising out of or relating to this Policy will be resolved through binding arbitration in Delaware. Both parties waive the right to a trial by jury.

## **16. GOVERNING LAW**

This Policy is governed by the laws of the State of Delaware, without regard to conflict-of-laws rules.

## **17. UPDATES TO THIS POLICY**

Provider may update this Policy periodically. Customer's continued use of the platform after changes are posted constitutes acceptance of the updated Policy.

## **18. PRIORITY OF AGREEMENTS**

If Customer and Provider enter into a separate, signed agreement governing privacy, data processing, or any related subject, that agreement will supersede this Policy to the extent of any conflict.

## **19. CONTACT**

Questions about this Policy may be directed to:

Octane Software, Inc. [privacy@tryoctane.com](mailto:privacy@tryoctane.com)