

LICENSE PLATE READERS USAGE AND PRIVACY POLICY (FIGat7th)

PURPOSE OF THIS POLICY

Automated license plate reader (“ALPR”) technology may be used at FIGat7th. ALPR technology used at FIGat7th and the data collected by such technology at FIGat7th (“ALPR Information”) may be used in connection with the provision of parking services and parking lot access (“Parking Services”).

The ALPR technology used at FIGat7th is operated by ABM Parking Services (“ABM”). To view ABM’s ALPR Usage and Privacy policy, visit <https://www.abm.com/wp-content/uploads/2019/12/ALPR-Policy-FINAL-.pdf> (the “ABM Policy”).

To the extent BOP FIGat7th LLC or BOP FIGat7th Parking LLC or any of their affiliates or subsidiaries (“BOP”) access ALPR Information collected at FIGat7th, this License Plate Reader Usage and Privacy Policy (this “ALPR Policy”) describes how BOP collects, uses, discloses, and stores such ALPR Information.

Please read this ALPR Policy carefully. By using the Parking Services, you acknowledge that you have read and understand this ALPR Policy and the ABM Policy and agree to be bound by the provisions therein. THIS ALPR POLICY CONTAINS IMPORTANT INFORMATION, INCLUDING HOW DISPUTES WILL BE RESOLVED THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS.

BOP’S USE AND SHARING OF ALPR INFORMATION

ALPR Information may be used and shared by and on behalf of BOP to:

- Help identify vehicles that are not parked in designated parking areas, so that separate areas in the parking facility may be maintained for retail center and office building uses.
- Help identify vehicles parked in the designated FIGat7th parking area that are not customers of FIGat7th, such as commuters, nearby office building workers, and visitors to nearby offices. Parking in the FIGat7th retail parking area while going to other places not associated with FIGat7th is prohibited.
- Verify or establish non-compliance with the parking program and/or abuse of the FIGat7th retail parking facilities and validation program. This may result in enforcement actions allowable by lease, parking agreements, or applicable laws, including towing, temporarily disabling a vehicle in a non-damaging manner, suspension or termination of parking rights, imposition of daily visitor parking rates without validation, or any combination of the foregoing.
- Detect vehicles known to be associated with persons that have been banned from the property.
- Reduce wait time when entering and exiting.
- Prevent visitors from paying an incorrect fee.
- Provide assistance to a person experiencing difficulty locating their car.
- Respond to a lawsuit (civil or criminal), legal proceeding, or grand jury investigation, including response to a duly issued subpoena.
- Document any security-related incident occurring in or about BOP’s respective properties (including on adjacent public rights-of-way).
- Assist law enforcement agencies in order for BOP to manage security matters and for law enforcement agencies to manage their own law enforcement matters and serve the community.
- Assist in any investigation by insurers.
- Assist in connection with any anticipated, threatened, or actual legal matter or dispute.

- Pursue other legitimate purposes, such as protecting the safety of shoppers and guests, investigating and preventing fraud or illegal activity, conducting security testing of the ALPR system, and to maintain and provide the Parking Services.

The ALPR system and its data may be remotely accessed for the purpose of implementing and maintaining the ALPR system.

ALPR Information may also be shared with local, state, or federal law enforcement (“Law Enforcement”), including to:

- Detect vehicles known to be associated with persons that have been banned from the property.
- Verify the location of vehicles that are suspected by Law Enforcement of being associated with a crime or investigation.
- Otherwise assist Law Enforcement with investigations.

ALPR Information may also be shared with Law Enforcement or government entities, and to comply with laws, regulations court orders and subpoenas, and other requests for information by authorities. ALPR Information may also be shared with other third parties to assist in managing security and if BOP believes such use or disclosure is necessary to help enforce BOP’s rights, to protect individuals’ safety, or to assist in fraud prevention or investigation or to otherwise help prevent unlawful activity.

BOP does not sell ALPR Information to third parties for their own uses in exchange for monetary or other valuable consideration.

HOW ALPR INFORMATION IS COLLECTED

When the ALPR system is activated, ALPR Information may be collected automatically at the following collection points¹:

- When vehicles enter the parking facility.
- When vehicles exit the parking facility.
- When vehicles park within the retail parking area.

The ALPR Information collected may include:

- A photograph and/or video clip of the license plate (including parts of the vehicle surrounding the license plate).
- The license plate number (to the extent recognized by the ALPR system).
- The location, date, and time the data was collected.

ALPR is not 100% accurate and may require visual verification of ALPR Information. BOP may verify ALPR Information by comparing the record of the license plate character recognition performed by the ALPR system to the photograph of a license plate captured by the ALPR system. Other video surveillance on the property may also be used to confirm the validity of ALPR Information. ALPR Information and the ALPR system is subject to periodic monitoring, correction, and audit; however, no representation is made that any specific ALPR Information has or will be reviewed for errors and/or corrected.

The ALPR system cannot be relied upon to provide a complete inventory of all vehicles in the parking facilities at any specific time.

HOW BOP STORES AND PROTECTS ALPR INFORMATION

To the extent BOP obtains ALPR Information, BOP uses safeguards like physical access controls, digital permission controls, and other technological, procedural, and operational security measures to protect such

¹ See the ABM Policy for additional information regarding the collection of ALPR Information at FIGat7th.

ALPR Information. Generally, BOP does not retain ALPR Information for more than 30 days unless specifically retained in connection with one or more of the purposes described above (in which case ALPR Information may be exported to or saved in a separate file for such use).

In addition to ABM, the following categories of personnel of BOP and their managing agents and/or independent contractors, may be given access to ALPR information:

- Parking Manager
- Assistant Parking Manager
- Parking Office Manager
- Lead Parking Supervisors
- Parking Equipment Maintenance Technicians
- Parking Clerical Staff

All personnel of BOP and their managing agents and/or independent contractors who are authorized to access ALPR Information or any ALPR system are trained in the proper use and handling of ALPR data in order to help safeguard customer privacy and comply with applicable laws and BOP policies.

Access to such ALPR Information is controlled or logged by the following means:

- Unique user names and passwords are assigned to each individual

The custodian of record for the ALPR system is ABM. In the event BOP accesses ALPR Information, the custodian of such ALPR Information is the Parking Office Manager.

LIMITATIONS

This ALPR Policy pertains only to BOP's access to ALPR Information at FIGat7th; it does not pertain to information collected by BOP in any other manner.

BINDING ARBITRATION AND DISPUTE RESOLUTION

Any controversy or claim arising out of your use of the Parking Services and/or this ALPR Policy shall be settled by binding arbitration before Judicial Arbitration and Mediation Services ("JAMS"), in California or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures"), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Please go to www.jamsadr.com to see a complete copy of the JAMS Rules and Procedures or to submit a claim for arbitration. The JAMS Rules and Procedures are available at www.jamsadr.com or by calling +1 (800) 352-5267. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Notwithstanding the foregoing, you and BOP may assert claims in small claims court in accordance with this paragraph if the claims satisfy the jurisdictional requirements of such small claims court, and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The United States Federal Arbitration Act shall govern the enforceability, interpretation and effect of terms set forth in this provision. Otherwise, the arbitrator shall apply California law or applicable federal law consistent with applicable statutes of limitations and shall honor claims of privilege recognized at law. Payment of the parties' costs and fees owed to JAMS and the arbitrator will be determined by the JAMS Rules and Procedures and fee schedule, and in such case will be subject to any limitations on costs and fees owed by you as provided in the JAMS Rules and Procedures. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated

on a class, representative, or collective basis, or as a private attorney general on behalf of other persons similarly situated, then the entirety of this arbitration provision shall be null and void, and neither you nor BOP shall be entitled to arbitrate the dispute.

THE ARBITRATION OF DISPUTES PURSUANT TO THE ABOVE PARAGRAPHS SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU MAY NOT BRING ANY CLAIM AS A PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHER SIMILARLY SITUATED PERSONS. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

BY AGREEING TO THE DISPUTE RESOLUTION TERMS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL. DO NOT USE THE PARKING SERVICES IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

This ALPR Policy will be governed by and construed in accordance with the internal laws of California, without regard to conflicts of law principles. BY USING THE PARKING SERVICES, YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PARKING SERVICES AND/OR THIS ALPR POLICY WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

UPDATES

BOP reserves the right to update this ALPR Policy from time to time. Please read this ALPR Policy prior to using the Parking Services.

QUESTIONS?

Any questions regarding the ALPR program and this ALPR Policy may be directed to the property management office.