



Terms of Service

Effective Date: 9-1-2020

This SEQNC Terms of Service constitutes a legally binding agreement between you (“you” or “Subscriber”) and Seqnc, Inc., a Delaware Corporation (“we” or “SEQNC”) governing your use and access to app.seqnc.com and www.seqnc.com (the “Platform”) and the cloud-based financial modeling, planning, and analysis software and services made available through the Platform (collectively the “Services”).

By clicking the “I Agree to the SEQNC Terms of Service and Privacy Policy” box or (i) accessing or using any part of the Platform or (ii) initiating any transaction on the Platform, you agree to be bound by these Terms of Service.

These Terms of Service includes provisions for binding arbitration on an individual basis – which includes a waiver of a right to a jury trial or a right to file a class action.

1. **Definitions.** The following terms shall be capitalized throughout these Terms of Service and shall be defined as follows:
 - a. **Authorized Users.** The term “Authorized Users” refers to all individuals authorized by Subscriber to access and use your SEQNC account.
 - b. **Content.** The term “Content” shall mean any and all text, data, code, software, graphics, information, Service Data, images, audio, visual or audiovisual combinations or other materials submitted, uploaded, imported, communicated or exchanged with Subscriber to facilitate the provision of Services under these Terms of Service.
 - c. **Service Data.** The term “Service Data” means the data input by Subscriber and extracted and analyzed in accordance with SEQNC’s proprietary financial modeling, planning, and analysis.
 - d. **Subscription Tier.** The term “Subscription Tier” refers to the subscription tier selected and purchased by Subscriber on the Platform.
 - e. **Subscription Fees.** The Term “Subscription Fees” refers to the fees associated with the Services under the selected Subscription Tier.
2. **Services.** SEQNC will provide Services to Subscriber in accordance with the terms and conditions of the Subscription Tier selected by Subscriber on the Platform. SEQNC may from time to time issue updated versions of its software and Services. You consent to such automatic updates and agree that these Terms of Service will apply to all such upgrades.
3. **Your SEQNC Account.** To be eligible to use the Services, you must be at least 18 years of age and/or have legal capacity to enter into a binding contract in your country of residence, establish an online account and accept these Terms of Service. In establishing an account, you consent to receive all communications with regard to any activity related to the Platform and/or Services by email, in-platform notifications, or other form of electronic or digital communications.

- 4. Account Security.** Access by Subscriber and Authorized Users shall be subject to the terms and conditions of these Terms of Service. Subscriber shall be responsible for maintaining the confidentiality and security of account login information and is responsible for any and all activities that occur under Subscriber's account. Subscriber must immediately notify SEQNC at terms@seqnc.com of any change in authorization, any unauthorized use of your account or username, or other account related security breach of which you are aware. ***SEQNC shall not be liable for any loss or damage arising from the failure of any user to keep your password or account secure.***
- 5. Use Restrictions.** Subscriber will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services. Subscriber will not make the Services available for the benefit of any third party, or sell, resell, license, sublicense, distribute, rent or lease the Services to any third party for any purpose, commercial or otherwise.
- 6. End User License Agreement.** SEQNC hereby grants Subscriber a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable, revocable license during the Subscription Term to access and utilize the Services pursuant to the terms of the Subscription Tier purchased by Subscriber. Unless otherwise stated herein, nothing in these Terms of Service or use of the Platform and Services gives Subscriber or its Authorized Users a right or license to use any of SEQNC's copyrights, trade names, trademarks, service marks, logos, domain names, or any other intellectual property rights.
- 7. Content License.** Subscriber hereby grants to SEQNC a non-exclusive, perpetual, sublicenseable, irrevocable, royalty-free, worldwide right and license to collect, process, store, host, copy, transmit, display, distribute, disseminate, modify, and create derivative works of any and all Content for (a) the purposes of providing the Services, and (b) to perform analytics on anonymized Service Data at the aggregate level.
- 8. Trademark/Logo License.** Subscriber grants to SEQNC a license to use Subscriber's company name, logo and/or relevant trademarks ("Properties") to (a) market and promote the Services, and/or (b) upon Subscriber's request, to customize Subscriber's Services with its own company names and applicable logos. This includes the worldwide right to copy, translate, broadcast, transmit, distribute, exhibit, perform, publish and display the Properties as incorporated into SEQNC's marketing and promotional materials. Your permission to use the Properties may be terminated at any time upon thirty (30) days prior written notice to SEQNC at terms@seqnc.com.
- 9. Idea Submissions License.** We consider any suggestions, ideas, proposals or other material submitted by users, whether solicited or unsolicited, (collectively, the "Material") to be non-confidential and non-proprietary. We shall not be liable for the disclosure, use or exploitation of such Material. You hereby grant to SEQNC a worldwide, non-exclusive, perpetual, irrevocable, royalty-free and transferable right and license to incorporate, use, publish and exploit the Material for any purpose whatsoever, commercial or otherwise, without compensation or accounting.
- 10. Free and/or Beta Services.** From time to time, SEQNC may offer certain Beta and/or free Services. Any beta or other Services offered on the Platform at no charge to its users may be

terminated by either party at any time. SEQNC further reserves, in its sole and absolute discretion, the right to disable, suspend, modify or impose fees on any Services, at any time. SEQNC will notify its users of any changes in fees for Services and users will be free to terminate the Services prior to the imposition of any newly imposed fees. ***Notwithstanding the foregoing, users shall have the ability to access their accounts and Service Data following termination of the Services in accordance with Section 14 of these Terms of Service.***

11. Third Party Account Credentials & Authorization. To enable SEQNC to import content from third party platform services utilized by Subscriber, Subscriber shall provide to SEQNC the account credentials for applicable third party services and applications (“Third Party Platforms”) to allow SEQNC to map the data for purposes of utilizing the Services. Subscriber hereby authorizes SEQNC to utilize Subscriber’s account credentials for purposes of providing the Services under this Agreement. ***SEQNC shall not be liable to Subscriber for any damages in the event any Third Party Platforms terminates Subscriber’s account or access to their services as a result of providing SEQNC with the authorization to access Subscriber’s accounts.***

12. Subscription Fees and Term.

- a. **Payment:** You expressly authorize us to charge the applicable Subscription Fees pursuant to the authorized payment method selected by you on the Platform.
- a. **Late Payments.** In the event SEQNC is unable to process payment of the applicable fees, SEQNC reserves the right to suspend or terminate services for payments that are more than thirty (30) days past due. Past due payments will accrue interest at the greater of 1.5% monthly or the highest interest rate allowable under applicable law.
- b. **Subscription Term:** The term of the subscription will commence on the date the subscription is purchased and shall continue for the periodic subscription term chosen by you on the Platform (“Subscription Term”), and any renewal thereof, until terminated pursuant these Terms of Service.
- c. **No Refunds:** Subscriber shall be responsible for all fees for the entire Subscription Term. Fees will not be prorated upon cancellation and/or termination and all fees paid through the date of termination are nonrefundable.

13. Subscription Automatic Renewal- Your Subscription Will Renew Unless You Cancel: Subscriptions are for a pre-paid Subscription Term YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION TERM FOR A SUBSEQUENT SUBSCRIPTION TERM. YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

- a. **Notice of Cancellation Required.** You agree that we may automatically renew your subscription and charge your account on the last day of your Subscription Term (the “Renewal Date”), unless you cancel your subscription before the Renewal Date. SEQNC WILL AUTOMATICALLY RENEW YOUR SUBSCRIPTION ON THE RENEWAL DATE UNTIL YOU CANCEL YOUR SUBSCRIPTION OR SEQNC NO LONGER OFFERS THE SERVICES.
- b. **Notice Of Automatic Renewal:** You will receive prior notice by email that your subscription will be renewed for a similar periodic term. The notice will let you know that your current Subscription Term is about to end and the Renewal Date when your subscription will be renewed and your account charged. The notice will provide you with information on how to cancel the automatic renewal. All notices regarding your subscription will be sent to your last

email of record. TO CANCEL YOUR SUBSCRIPTION WITHOUT YOUR ACCOUNT BEING CHARGED FOR THE NEXT TERM, YOU MUST DO SO BEFORE THE RENEWAL DATE.

- c. **Payment And Price:** The renewal payment is due on the Renewal Date and will automatically be charged to the payment mechanism utilized by you for the original subscription or the most recent renewal. THE RENEWAL PRICE WILL BE THE CURRENT RATE THEN IN EFFECT AT THE TIME OF RENEWAL. YOU WILL RECEIVE A NOTICE PRIOR TO RENEWAL OF ANY CHANGES IN SUBSCRIPTION PRICE OR THESE TERMS OF SERVICE.
- d. **How To Cancel Automatic Renewal:** IF YOU DO NOT WANT TO RENEW, YOU MUST CANCEL YOUR SUBSCRIPTION THROUGH SUBSCRIBER'S ACCOUNT MANAGEMENT.

14. Termination.

- a. **Automatic Termination.** These Terms of Service shall automatically terminate upon the bankruptcy or insolvency of either party.
- b. **Breach.** Either party may terminate these Terms of Service if the other party breaches any material provisions of these Terms of Service and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach.
- c. **Effect of Termination:** During the thirty (30) day period following termination or expiration of the Subscription Term, SEQNC will, upon Subscriber request, grant Subscriber access to the Services for the sole purpose of downloading Subscriber's financial reports. After expiration of the thirty-day period, SEQNC may, without liability or obligation of further notice to Subscriber, delete Subscriber's account and related Service Data.
- d. **Survival:** The following Sections survive termination of these Terms of Service: Individual Arbitration, Idea Submission License, Subscriber Promotional License, Content License, Confidentiality & Non-Disclosure, Disclaimer of Warranties, Disclaimer of Third Party Conduct, Limitation of Liability, Indemnity, and Governing Law.

15. Confidentiality & Non-Disclosure. SEQNC may have access to Subscriber's confidential and proprietary Service Data in providing and supporting the Services to Subscriber. ("Confidential Information"). SEQNC shall not disclose any Confidential Information to any third party for any reason without your prior written consent. SEQNC will not disclose any Confidential Information to any person or entity other than its employees or agents who have a need to know about such information in order to provide the Services. In the event SEQNC is requested or required by legal process to disclose any of the Confidential Information, SEQNC shall give you prompt notice so that you may seek a protective order or other appropriate relief prior to any such disclosure.

16. Security and Privacy. SEQNC shall protect the security of Confidential Information pursuant to commercially acceptable standards, but in no case less than reasonable care. SEQNC will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Confidential Information. SEQNC will only use personal information in accordance with its Privacy Policy.

17. Back Up Data Responsibility. SEQNC will use good faith efforts to backup data periodically. Backups are intended for internal uses only and we cannot guarantee that a backup will be

available for restore upon your request. The Services enable Subscriber to export Service Data at Subscriber's discretion, and SEQNC encourages Customer to back-up its Service Data by exporting it regularly. **It is Subscriber's responsibility to backup all Service Data in order to prevent potential data loss.**

- 18. Representations and Warranties.** Subscriber represents and warrants that Subscriber is at least 18 years of age and/or have the legal capacity to form a binding contract in Subscriber's country of residence. If Subscriber is registering on behalf of a corporate entity, Subscriber represents and warrants that you are authorized to enter into, and bind the entity to, these Terms of Service.
- 19. Export Compliance.** Services may be subject to export laws and regulations of the United States and other jurisdictions. Subscriber represents and warrants that it is not named on any U.S. government denied-party list. Subscriber shall not permit access or use any Services in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.
- 20. Individual Arbitration.** EXCEPT AS OTHERWISE STATED HEREIN, any claim or controversy with SEQNC arising out of or relating to the Platform, Services and/or these Terms of Service (including its formation, interpretation, performance and breach) shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, excluding any rules or procedures governing or permitting class actions. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Federal Arbitration Act shall govern the interpretation and enforcement of these Terms of Service.

ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ON AN INDIVIDUAL BASIS ONLY. THE PARTIES EXPRESSLY **WAIVE** THEIR RIGHT TO FILE OR JOIN A CLASS ACTION OR PRIVATE ATTORNEY GENERAL ACTION, OR TO CONSOLIDATE THEIR ARBITRATION WITH OTHER ARBITRATIONS. YOU ARE **WAIVING YOUR RIGHTS** TO HAVE YOUR CASE DECIDED BY A **JUDGE OR JURY**. IF ANY PROVISION OF THIS ARBITRATION AGREEMENT IS FOUND UNENFORCEABLE, THE UNENFORCEABLE PROVISION SHALL BE SEVERED AND THE REMAINING PROVISIONS SHALL REMAIN ENFORCEABLE.

The AAA's rules, as well as forms for initiating arbitration proceedings, are available at www.adr.org. When initiating a request to arbitrate with the AAA, you must also send a copy of the completed form to: terms@seqnc.com

Exception – Small Claims Court Claims. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in small claims courts for disputes or claims within the scope of that court's jurisdiction.

- 21. DISCLAIMER OF WARRANTIES: TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THESE TERMS OF SERVICE, INCLUDING ANY "BETA" RELEASES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SEQNC DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR SERVICES**

(I) WILL BE UNINTERRUPTED, TIMELY OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, OR (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. EXCEPT WHERE PROHIBITED BY LAW, SEQNC EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT AND WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON THE PLATFORM, INFORMATION, CONTENT, MATERIALS, PRODUCTS, AND SERVICES.

22. DISCLAIMER OF THIRD PARTY CONDUCT: SEQNC DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE PLATFORM OR SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SEQNC MAKES NO WARRANTIES REGARDING THIRD PARTY SERVICES, GOODS, RESOURCES AND INFORMATION INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT AND WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON SUCH THIRD PARTY SERVICES, GOODS, RESOURCES OR INFORMATION.

23. LIMITATION OF LIABILITY. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM AND SERVICES IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SEQNC NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM OR SERVICES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, SECURITY BREACH, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE PLATFORM AND SERVICES, EVEN IF SEQNC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

24. INDEMNITY. To the maximum extent permitted by law, Subscriber agrees to indemnify, defend and hold harmless SEQNC, and its subsidiaries, affiliates, officers, directors, shareholders, employees, representatives, agents, volunteers, attorneys, managers, licensors, business partners and each of their respective successors and assigns (the "Indemnified Parties") from and against all damages, losses, liabilities, claims, expenses, fees or costs (including, without limitation, reasonable attorneys' fees and costs) incurred in connection with any claim, demand or action brought or asserted against any of the Indemnified Parties arising out of or relating to Subscriber's (i) use of the Platform or Services (ii) breach of these Terms of Service, (iii) violation of any third party right, including without limitation any intellectual property right, publicity, property or privacy right, and/or (iv) a breach of Subscriber's representation or warranties under these Terms of Service.

25. Miscellaneous Provisions:

a. Severability. The validity or unenforceability of any provision of these Terms of Service shall not affect the validity or enforceability of any other provision of these Terms of Service.

- b. Modifications.** No modification of these Terms of Service shall be effective unless it is in writing and signed by an authorized representative of the parties herein.
- c. Choice of Law.** These Terms of Service shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to or application of California's conflict of law principles. The parties consent to the jurisdiction of the State of California, and venue in the County of Contra Costa, with regard to any controversy or claim arising out of or relating to these Terms of Service, or the breach thereof.
- d. Assignment.** Neither party shall assign any of the rights or obligations under these Terms of Service without the prior written consent of the other Party. However, consent is not required for an assignment of these Terms of Service in connection with a change of control, merger, stock transfer, sale or other disposition of substantially all the assets of the assigning party's business.
- e. Successors and Assigns.** These Terms of Services are binding on and inure to the benefit of the parties and their respective successors and permitted assigns.
- f. No Waiver.** No failure or delay by a party exercising any right, power or privilege under these Terms of Service will operate as a waiver thereof.
- g. No Agency.** No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms of Service.
- h. Interpretation.** Headings are for reference purposes only and do not limit the scope or extent of such section.
- i. Notices.** All notices required or permitted to be given under these Terms of Service will be in writing and delivered to: SEQNC at terms@seqnc.com and Subscriber at email account associated with Subscriber's SEQNC account.

26. Entire Agreement. These Terms of Service comprises the entire agreement between the parties and supersedes all prior or contemporaneous agreements, written or oral, between the parties regarding the subject matter contained herein.