

Squava Terms of Service Agreement

This Terms of Service Agreement ("Agreement") is entered into as of the date of electronic acceptance by You (the "User") and Squava, LLC ("Squava"). This Agreement sets forth the terms and conditions of Your use of Squava's online services (the "Services," as defined below). Your electronic acceptance of this Agreement means that You have read, that You understand, and that You accept and acknowledge to be bound by the terms of this Agreement.

Your electronic acceptance also signifies Your agreement that Squava may change or modify this Agreement from time to time, and that such changes will be of full force and effect as if the modified terms were present at the time of Your original acceptance of the Agreement. Any changes to this Agreement are made in the absolute and sole discretion of Squava. If You do not agree to be bound by the terms of this Agreement and any changes thereto, then do not use the Services.

Now, therefore, You and Squava agree as follows:

1. Definitions

- a. **"Services"** - Squava is a cloud-based Software as a Service (SAAS) that offers a full-service time tracking, billing, invoicing, project management, financial, and accounting system.
- b. **"Confidential Information"** - Any information that is not public knowledge and that is obtained from Squava in the course of, or in connection with, the Agreement. Intellectual Property owned by Squava (or its licensors), including the coding, implementation, methods, and systems used in the Services provided by Squava, is Squava's Confidential Information. The Data is Your Confidential Information.
- c. **"Data"** - All data, content, and information (including Personal Information) owned, held, used or created by or on behalf of You that is stored or inputted into the Services.

- d. **"Force Majeure"** - an event that is beyond the reasonable control of a party, excluding: an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or a lack of funds for any reason.
- e. **"Intellectual Property Rights"** - Includes copyright and all worldwide rights conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trade marks and designs, data and databases, code, confidential information, trade secrets, know how, processes, and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.
- f. **"Website"** - The Internet site provided by Squava for You to use the Services.
- g. **"You" and "Your"** - The User and any individual or entity acting on behalf of or authorized, in-fact or impliedly, to act on behalf of the User.

2. Services

- a. **Non-Exclusivity** - Squava's provision of the Services to You is non-exclusive. Nothing in this Agreement prevents Squava from providing the Services to any other person, business, or entity.
- b. **Availability** - Squava will use reasonable efforts to ensure the Service is available on a 24/7 basis in the United States. However, it is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. Squava will use reasonable efforts to publish on the Website advance details of any unavailability.
Through the use of web services and APIs, the Service may interoperate with a range of third party service features. Squava does not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third party

feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, Squava may cease to make available that feature to You. If Squava exercises its right to cease the availability of a third party feature, You are not entitled to any refund, discount or other compensation.

- c. **Programming Errors** - Squava does not guarantee that the Services will be free from programming errors or bugs. Squava will do its best to ensure that the Services are of high quality and sufficient for Your needs. However, You understand and accept that the Services are provided on an "as is" basis. You unconditionally release Squava from any and all liability for any defects in the Services.
- d. **Hackers** - Squava will use industry standard computer security to prevent access to the Data by unauthorized third parties. You understand, however, that security of the Data is not guaranteed and You expressly release Squava from any and all liability for any improper access or use of the Data by unauthorized third parties.
- e. **Additional Related Services** - Squava may, from time to time, make available additional services to supplement the Services. At Your request and subject to You paying any applicable fees, Squava may agree to provide to You an additional related service on the terms of the Agreement.
- f. **Modification to the Services** - Squava reserves the right at any time to modify or discontinue the services, whether temporarily or permanently, without notice. Squava further reserves the right to modify pricing for the Services at any time, while You maintain the right to terminate the Services at any time.

3. User Obligations

- a. **General Use** - You must use the Services in accordance with the Agreement solely for Your own internal business purposes. You may not allow others to access the Services for any purpose other than an authorized purpose under this Agreement. You may only use the

Services for lawful purposes. Further, You may not resell or make available the Services to any third party, or otherwise commercially exploit the Services.

- b. Access conditions** - When accessing the Service, You agree to:
- i. not impersonate another person or misrepresent authorization to act on behalf of others or Squava
 - ii. correctly identify the sender of all electronic transmissions
 - iii. not attempt to undermine the security or integrity of the systems supporting the Services
 - iv. not use, or misuse, the Service in any way which may impair the functionality of the supporting systems or impair the ability of any other user to use the Service
 - v. not attempt to view, access or copy any material or data other than Your Data
 - vi. neither use the Service in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is objectionable, incorrect or misleading
 - vii. comply with any terms of use on the Website, as updated from time to time by Squava
 - viii. not use the Services for any illegal or unauthorized purpose
 - ix. not copy, reproduce, distribute, or create derivative works from the content provided to You through the Services
 - x. not reverse engineer or reverse compile any of the Service technology
- c. Authorizations** - You are responsible for procuring all licenses, authorizations and consents required for it and its personnel to use the Services, including to use, store and input Data into, and process and distribute Data through, the Services.
- d. Accuracy of Data** - Your use of the services is at Your own risk, and You are solely responsible for the accuracy of any Data inputted by You for use in the Services.

- e. **Limited Power of Attorney** - You hereby appoint Squava and its third party vendors as Your agent with limited power of attorney to access and retrieve the Data on Your behalf.

4. Conditions of Use

Your use of the Services is subject to the following conditions. Violation of any of the conditions below may result in the immediate termination of Your account:

- a. No bots or computer program interaction! Only humans are allowed to use the Services. No scripting, auto-parsing, or any other method of automated data collection is permitted.
- b. You are solely responsible for ensuring the confidentiality and security of login information. Squava is not liable for any loss or damage from Your failure to secure any login information.
- c. You authorize Squava to use the Data in a collective capacity and in conjunction with aggregated data from other customers for purposes of performing system analyses, aggregate data analysis, improving the service, and for developing and offering additional related services.

1. Jurisdiction

You agree that the federal and state courts of Utah will have jurisdiction over any disputes that may arise over this Agreement and the Services. You further agree that venue for any dispute will lie exclusively in the State of Utah.

1. Confidentiality

You and Squava agree to keep confidential all information including, without limitation, the terms of this agreement, any business and financial information regarding Squava, the Data, and any Confidential Information subject to this Agreement.

1. Entire Agreement and Amendment

This Agreement constitutes the entire understanding between the parties hereto and supersedes any prior agreements or understandings related to the Services. This Agreement cannot be amended by any oral agreement or understanding or by any past practice or course of dealing. No sales representative or non-authorized employee of Squava has any authority,

express or implied, to amend, alter or change this Agreement. Squava reserves the right to modify any terms and conditions contained in this Agreement at anytime.

1. Payment Terms

New Users are entitled to a fourteen (14) day free trial of the Services. A valid credit card is required for You to continue using the Services after the trial period. The Service fees do not include taxes or duties imposed by governing agencies, and You are solely responsible for payment of all taxes or duties.

After the free trial period, the Services are provided on a recurring monthly or discounted annual payment basis. The Services are billed in advance for the period and renew monthly or annually until changed or canceled. The Service fees (including applicable taxes or duties) are non-refundable. No refunds or credits are provided for partial months, for upgrades or downgrades, or for time when the Service is or was not used in an open account.

Squava reserves the right to change the Service fees at any time.

1. Term and Termination / Cancellation

This Agreement shall remain in full force and effect until terminated by either party in accordance with the terms herein. You are responsible to properly terminate Your Service by speaking with a Squava Customer Service Representative to cancel Your account. An email, mail, phone message, or other communication request to cancel Service is not considered cancellation. There is no fee to terminate the Services and You will not be charged after termination. If You selected a discounted annual payment option and period, You can not terminate this Agreement until the annual term is complete. Upon termination of the account, You will no longer have access to the Data and the Data may be permanently removed from the Services. Squava retains the right to retain or delete Your Data at its sole discretion. It is Your responsibility to obtain copies of the Data before termination of the account.

Squava reserves the right, without obligation, to refuse the Services to anyone and to close Your account(s) without notice for any or no reason.

1. No Waiver

Failure by either party to require performance of any term or obligation of this Agreement shall not constitute a waiver of its right to (1) subsequently

enforce such term; (2) enforce other terms of this Agreement; or (3) terminate this Agreement. Should any portion of this Agreement be adjudged to be unenforceable, that shall not affect the enforceability of other provisions of this Agreement.

1. Applicable Law

This Agreement shall be enforced and interpreted under the laws of the State of Utah as applicable to contracts or agreements executed in or to be performed in the State of Utah. Both parties agree to be subject to jurisdiction and venue in either state court in Salt Lake County or federal court in the District of Utah, Central Division.

1. Limitation of Liability

USER AGREES TO INDEMNIFY AND HOLD HARMLESS SQUAVA AND ITS SUBSIDIARIES AND AFFILIATES, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, PARTNERS, MEMBERS AND OTHER OWNERS, AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, SETTLEMENTS, COSTS, AND EXPENSES (INCLUDING LEGAL FEES) INsofar AS SUCH LOSSES, OR ACTIONS IN RESPECT THEREOF, ARISE FROM OR ARE BASED ON: 1) ANY FAILURE OR BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT, OR AGREEMENT MADE BY SQUAVA HEREIN; AND 2) ANY CLAIM RELATED TO USER'S BUSINESS, APPLICATIONS, SOFTWARE, WEBSITE, OR OPERATIONS OF ANY KIND.

Last updated: July 26, 2016