

# Terms of Service

These Terms of Service ("**Terms**") explain our obligations as a service provider and your obligations as a customer. Please read these Terms carefully and contact us if you have any questions. These Terms are binding on any use of SEDNA products and services and apply to you from the time that SEDNA provides you with access to any of its products or services.

## Definitions used in these Terms

So that we can be completely clear, these are words that we use in these Terms which have the noted precise meanings:

**"Confidential Information"** means our confidential information.

**"Schedule"** means a Schedule detailing Licenses and Pricing, as attached hereto. The Schedule may include any per user or transaction fees, initial subscription fees, any initial subscription term, and any other relevant order information as we deem necessary.

**"Service", "Services"** means one (or more) website, application software or service provided by SEDNA.

**"Terms"** mean these Terms of Service.

**"Us", "we", "our", "SEDNA Systems", or "SEDNA"** means SEDNA Systems Pte. Ltd., SEDNA Systems Europe, Ltd., and SEDNA Systems, Inc.

**"You"** means the person who accesses and uses SEDNA Services. If you are using SEDNA Services on behalf of an organization or entity, the term "you" includes your organization or entity as well. "Your" has a corresponding meaning.

# Using our services

## Who can use our Services

You may use our Services only if you can form a binding contract with us. Such use must be in compliance with these Terms and all applicable laws.

From time to time we may modify these Terms. Any modified version of these Terms will be effective at the time it is posted on our website and you are bound to the latest version of these Terms by your continued use of our Services. If you do not agree to be bound by these Terms (as amended from time to time), you must notify us of your decision and immediately stop using our Services.

## Your rights

Access to a Service is provided only when a Schedule has been completed. The Schedule is an agreement that specifies which Service or Services you are purchasing, how you will pay for the Service or Services, and how much you will pay for the Service or Services. If there is any direct ambiguity, conflict or inconsistency between these Terms and an applicable Schedule, the terms of the applicable Schedule will take precedence.

Subject to all of these Terms, including up-to-date payment of fees, we grant you a non-exclusive, non-transferable right to use the Service or Services that you have purchased from us solely for your internal business operations. You agree that if a Schedule limits you to a particular number of users of our Services that you will abide by such limitation.

## Our obligations

We will make our Services available to you for at least 99.5% of the time (24 hours a day, seven days a week) computed over a year, but we will exclude scheduled system maintenance from the 99.5% availability. We will perform scheduled system maintenance from time to time. You will be provided with at least six (6) hours' notice in advance of any scheduled system maintenance.

If we are unable to provide you with a full 99.5% Service availability we will offer to provide you with a credit for the affected Service for the difference between actual availability of the Service and the 99.5% availability rate. The credit for Service will be shown as a deduction from the amount due from you to us for fees for the affected Service in the next invoice or credit card charge. By your use of the Service, you agree that the credit is the only recourse you will have if Service availability falls below the 99.5% target.

We will make reasonable customer support available to you in accordance with the Customer Support Policies below.

## **Your obligations**

You must:

- Only access our Services using the provided account credentials, passwords and web addresses (URLs);
- Maintain the security of your account at all times. This includes, but is not limited to, keeping any passwords or other account credentials private and safe, and regularly changing applicable passwords;
- Immediately inform us if your passwords or other credentials are compromised in any way;
- Ensure that you have adequate computing and network resources to make use of the Services; and
- Comply with any applicable laws of the country from which you use or otherwise access our Services.

You must not:

- Do anything which could reasonably be expected to damage, disable, overburden, materially impair or undermine the security of any of our Services;
- Store, distribute or transmit any material during the course of use of our Services that is unlawful, harmful, threatening, defamatory, obscene or infringing on copyright or any other intellectual property rights, or in breach of applicable privacy and anti-spam laws;
- Use our service for any illegal activity or violate any laws as a result of using our Services;
- Question or dispute our ownership or validity of our Services and/or

the intellectual property rights in our Services.

## Paying for our services

You must pay for our Services in accordance with the applicable Schedule. You must at all times provide us with valid, up-to-date and complete contact and billing details.

If you are paying by credit card, you must also at all times provide us with valid, up-to-date and complete credit card details. If you are paying on a recurring basis by credit card you must authorize us to bill your credit card at the times described in the Schedule.

If you are not paying by credit card, we will invoice you periodically and as agreed in the applicable Schedule. You must pay each such invoice within 15 days of the applicable invoice date.

All payments made by you are non-refundable.

We shall be under no obligation to provide you or continue to provide you with access to our Services if you have not paid us on time. If the credit card you have provided to us expires or is no longer valid for any reason, we may suspend your access to our Services until the balance is paid and new valid credit card details are provided to us, and we may close access to the Services or permanently close your account.

## Data

Title to our Services and all intellectual property rights in respect of the provision of our Services are our exclusive property.

You grant us a license to use, copy, transmit, store and retain all of your data for the purpose of providing you access to our Services. In the event that your data is lost or damaged, your sole and exclusive remedy will be for us to use commercially reasonable efforts to restore the lost or damaged data from our latest back-up copy.

You consent to our analysis, aggregation and anonymization of any data you provide when using our Services. You agree that we may use this data for any purpose.

SEDNA Systems is strongly committed to being responsible custodians of the information you provide us and the information we collect in the course of operating our business.

Our [Privacy Notice](#) explains how SEDNA Systems, as a data controller, may collect, use, share and protect information that we obtain about you directly or indirectly in accordance with applicable data privacy laws.

## Confidentiality

During your use of the Services, you may be given access to Confidential Information. You agree to hold the Confidential Information in confidence and to not make it available to any third party or to use it or reproduce it without our prior written consent. You agree to immediately inform us if you become aware of any misuse of our Confidential Information.

For greater certainty, we acknowledge that Confidential Information does not include information that: (a) is or becomes publicly known other than through an act or omission by you; (b) was in your possession before we disclosed it to you; (c) was lawfully disclosed to you by a third party who was not restricted with respect to the disclosure; or (d) was independently developed by you as evidenced by your own written records.

## Disclaimer

The following is very important to understand as it restricts the extent to which we are liable for any losses which you may suffer in connection with your use of our Services.

Our Services are designed to provide you with solutions to your operational business problems and we strive to ensure that they do so. However, these Services are provided to you on an “as is” basis. They do what they do. If you have a problem you may contact customer support for resolution but

we are under no obligation to change any software or modify the Services for you.

We take security and data integrity seriously. In addition, we are happy to work closely with you to ensure that you understand everything we do to ensure that our Services are as secure and safe as possible. However, we provide no guarantee that our Services are error-free or entirely secure.

We will have no liability to you if we are prevented or delayed in performing our obligations under these Terms or from carrying on business on account of strikes, shortages, riots, insurrections, war, acts of terrorism, fires, floods, storms, explosions, earthquakes, acts of God, governmental action, labor conditions, failure or disruption of a utility service, internet service provider, hosting provider, or transport or telecommunications network, or any other cause which is beyond our reasonable control.

## Liability

To the maximum extent possible, we exclude all liability and responsibility to you (or anyone else) in contract (including fundamental breach), tort (including negligence) or otherwise, for any loss (including loss of information, data, profits, revenues and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, or inability to use our Services.

You assume sole responsibility for the results obtained from the use of our Services and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by us to you in connection with our Services or any action taken by us at your direction.

We make no warranties, representations or guarantees, whether expressed, implied, statutory or otherwise, concerning, in whole or in part, the Services, and all such warranties, representations and guarantees are expressly disclaimed, including any and all warranties, representations and guarantees as to merchantability, quality, durability or fitness for a particular purpose.

If you suffer loss or damage as a result of our negligence or failure to

comply with these Terms, any claim by you against us arising from our negligence or failure will be limited in respect of any one incident, or series of connected incidents to the fees paid by you in the previous three (3) months or the amount of direct loss or damage suffered by you, whichever is less.

If you are not satisfied with any of our Services, your sole and exclusive remedy is to terminate these Terms in accordance with the termination section of these Terms.

## **Indemnity**

You shall indemnify and hold us harmless against all claims, actions, suits, proceedings, losses, damages, expenses and costs (including, but without limitation, court costs and legal fees) suffered or incurred by us, arising out of or in connection with your use of our Services or otherwise in respect of these Terms.

## **Closing your account**

You can close your account at any time by contacting us to advise us of such closure. Access to the Services will be discontinued on our receipt of your notice of closure and all licenses to use the Services will immediately terminate as will these Terms, with the exception of those terms that survive termination of this Agreement.

Termination of these Terms is without prejudice to any rights or obligations accrued by either you or SEDNA up to and including the date of termination. Any prepayment or fees owed to us due to any minimum usage requirements provided for in the Schedule are due immediately upon termination.

If you fail to abide by the Terms, we reserve the right to suspend access to our Services or to permanently cancel your account.

In no case will a refund be payable by us to you.

On termination of these Terms for any reason: (a) all of your licenses to use

the Services will terminate; (b) all Confidential Information must be returned to us; and (c) we may destroy, delete or otherwise dispose of your data without any compensation being payable to you.

## General legal matters

**Entire agreement.** These Terms and any attached Schedules describe the entire agreement between SEDNA and you regarding our Services and supersede any prior understandings or agreements. The headings are for convenience only and shall not affect the construction or interpretation of these Terms.

**Waiver.** If either you or we ignore any breach of these Terms, it does not mean that any further breach cannot be enforced. A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

**Severability.** If any provision of these Terms is found to be invalid or unenforceable by a court, then the other provisions of these Terms shall remain in force and it will be replaced with a provision that achieves the same purpose as the original to the maximum extent possible.

**Third party rights.** These Terms do not confer any rights to any person or party other than you.

**Time is of the essence.** Time is of the essence in these Terms.

**Assignment.** You shall not, without prior written consent from us, assign, encumber, sub-contract or transfer in any other manner all or any of your rights or obligations under these Terms.

**No partnership.** These Terms are not intended to and shall not create a partnership between you and SEDNA or authorize either party to act as an agent for the other and neither party shall have the authority to in the name or on behalf of or otherwise bind the other in any way.

**Resolving disputes.** These Terms are governed by the laws of England



and Wales, excluding their conflict of law provisions. Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity or termination, which cannot be solved amicably amongst the Parties, shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration (LCIA) pursuant to the Arbitration Rules of the LCIA for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be London. The Tribunal shall consist of one arbitrator and the language of the arbitration shall be English.

**Continuity.** If you are concerned about continuity of Services and want to have our source code placed into escrow, we can arrange for a deposit of such source code with an escrow agent of our choice, all at your sole cost, and all pursuant to you and SEDNA signing the escrow agent's standard form escrow agreement.

**Survival of certain sections.** The data, confidentiality, disclaimer, liability, and indemnity sections of these Terms, together with those terms which by their nature survive the termination of these Terms, shall survive termination of these Terms.

# Customer Support Policies

## Your Coverage

Our Customer Support team is available to help you twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

You can contact our team in three ways: i) by email at [support@sedna.com](mailto:support@sedna.com), ii) through our Customer Support Portal at <https://support.sedna.com> and iii) using our SEDNA in-app support portal ("Channels").

Our Customer Support team communicates with you in English.

**Customer Support services.** Our Customer Support Team triages defects in SEDNA, triages any SEDNA performance issues, assists your IT

department with user administration issues (password reset, MFA, user permissions) and answers incidental questions about the proper use of SEDNA.

**Customer Support limitations.** Our Customer Support Team does not provide the following:

- Password Resets or User Management. To protect the security and integrity of your data, password resets and user management (e.g. user creation, deletion and setting of permissions) is the responsibility of your IT department.
- Conducting personal training, or onboarding, of new, or existing, users.
- Creating, maintaining and providing support of the SEDNA APIs. For API support please refer to <https://developers.sedna.com>.

## Our Responsiveness

**Acknowledgement and initial response.** Our Customer Support team uses reasonable efforts to respond to your request, received through one of the Channels, within the following timelines:

- For critical issues that result in a SEDNA outage or severely degraded service (i.e. multiple users unable to login to SEDNA, send a message or view their messages), our team is committed to sending an acknowledgement and initial response within one hour.
- For all other issues, our team intends to respond within four hours.

## Corrective Action

For critical issues, our Customer Support team will use reasonable efforts to provide a solution, workaround or action plan for resolution ("Corrective Action") within four (4) hours of initial receipt of the support request properly submitted through one of our Channels. Corrective Actions for critical issues will be communicated to the customer via our Status Page, <https://status.sedna.com/>, Corrective Actions for non-critical issues will be communicated to the customer via one of the Channels.

**Third-party Services.** In case an issue or outage is the result of any third-party products or services (such as an external mail client or

integration), our Customer Support team will use reasonable efforts to reach out to such third-party and provide, where applicable, reasonable cooperation to get the matter resolved as soon as possible.

## **SEDNA Status**

You can view current system status and historical availability metrics via our Status page, <https://status.sedna.com/>, as well as subscribing to incident notifications.