

# Seeq SaaS Master Trust Policies

## 1 Introduction

The Seeq Master Trust Policies apply to Seeq SaaS. Seeq SaaS is a hybrid cloud service that delivers Seeq to your organization. The only software required to run on your premise are the data source connectors. The connectors enable the Seeq Service to access your organization's data from systems such as historians and relational databases. Seeq SaaS runs in Microsoft Azure datacenters.

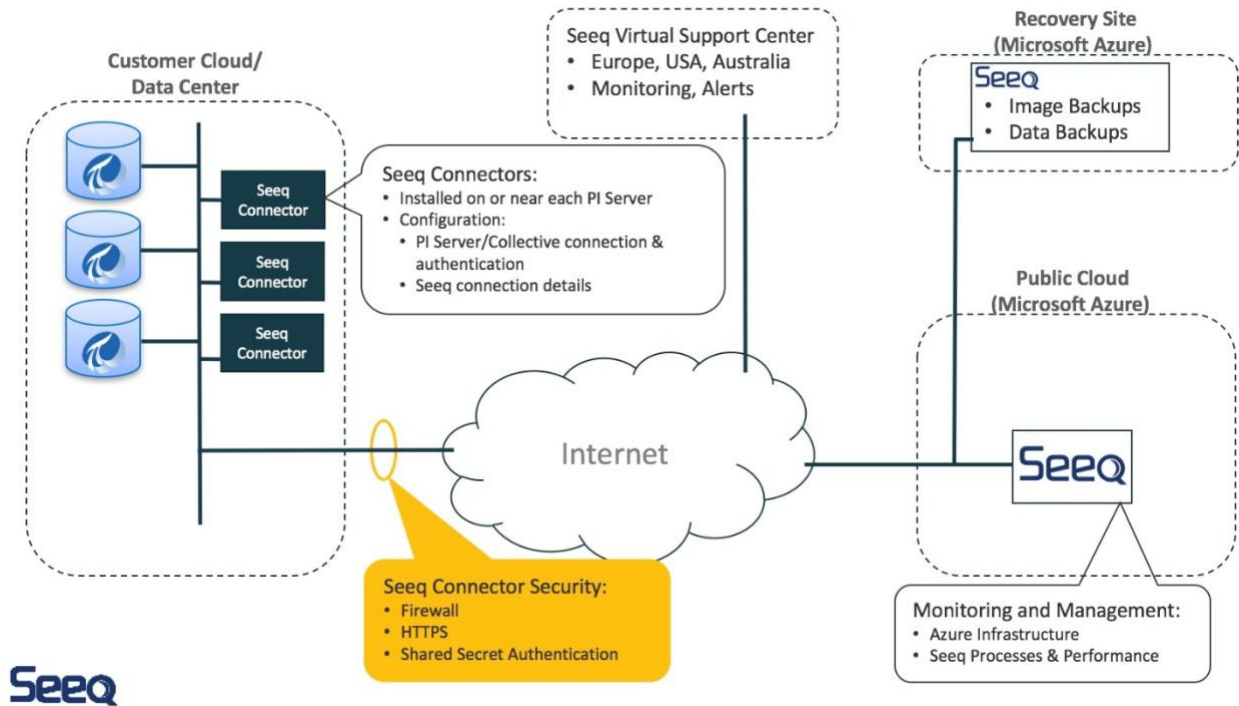
The policies described here cover:

- Information Security
- Compliance
- Transparency
- Assets
- Seeq as a Service Operation Procedures

Appendix A and B contain Service Level Agreements and the End User License Agreement, respectively. Appendix C lists the specific services currently available with Seeq SaaS.

The following is a high-level diagram of Seeq SaaS. Three data centers are normally involved:

1. The data center where your data sources run, such as OSIsoft PI.
  - a. Seeq connector software also runs in these data centers. They can run on the PI Server machines (recommended) or on dedicated machines with adequate network bandwidth to the PI Server. These connectors communicate with the Seeq Server via https.
2. The data center where Seeq as a Service runs.
  - a. Seeq Server processes run in this data center as well as the Seeq Monitoring and Management systems, as shown in the diagram.
3. The data center which Seeq uses for disaster recovery (Recovery Site).



## 2 Information Security

Seeq is a powerful manufacturing productivity tools based on analytics you apply to your manufacturing data. Seeq enables or improves many aspects of your manufacturing operations by enabling powerful analytics, data organization, monitoring, alerting, and publishing to broad audiences.

We understand we access and handle one of your most important assets: your manufacturing data. Securing your data and the data you create with Seeq is top priority to Seeq. Seeq leverages robust policies, controls, and systems to protect your data. Seeq leverages Microsoft Azure to create a secure system.

This is your data. We give you extensive control for privacy and availability. Seeq is open and transparent; we will tell you exactly how Seeq accesses data in your systems, where data is stored, and how data is transmitted. If you end your subscription, you can take your data with you.

### 2.1 Secure Infrastructure

#### 2.1.1 Physical Security

Seeq is hosted in Microsoft Azure infrastructure, thus we inherit all the security of Microsoft Azure including physical security and threat protection. More information is available here:

<https://www.microsoft.com/en-us/trustcenter/CloudServices/Azure>

Seeq personnel require administration access to the computing resources which deliver Seeq SaaS. Administration requires access to the Azure Console and to the Virtual Machines running Seeq. The access details to these two systems are as follows:

##### 2.1.1.1 Azure Console

Seeq limits access to the Azure Console to the following Seeq roles:

1. VP of Engineering
2. VP of Customer Success
3. SaaS Engineer US
4. SaaS Engineer Asia
5. SaaS Engineer Europe

Authentication to the console utilizes two factor authentication: username/password and a physical device. Communication with the console is https.

#### 2.1.1.2 *Virtual Machines*

Virtual Machines are accessed with the Remote Desktop Protocol (RDP). RDP access is restricted to 5 source IP Addresses. These IP Addresses correspond to the physical computers of the following 5 roles:

1. VP of Engineering
2. VP of Customer Success
3. SaaS Engineer US
4. SaaS Engineer Asia
5. SaaS Engineer Europe

[Azure Monitoring](#) is used to assure proper function of systems. The monitoring includes alerts on key operation metrics. Alerts are sent directly to the Seeq support desk.

[Azure Log and Audit](#) is enabled to facilitate troubleshooting issues and indents. The following logs are enabled:

- Activity Logs
- Azure Diagnostic Logs
- Azure Active Directory Reporting
- Virtual Machine and Cloud Services
- Storage Analytics
- Network Security Group Flow Logs
- Application Insight

The Seeq application also maintains a set of logs. These logs are enabled and monitored.

Seeq IT personnel access Azure via the internet using Microsoft Remote Desktop and Google Chrome. By policy all Seeq IT personnel use Seeq issued computers with anti-malware and anti-virus software. Only Seeq issued computers may connect to Azure. Access to all Seeq computer systems is terminated upon employee termination.

#### 2.1.2 *Open Ports*

Seeq exposes two ports, HTTP and HTTPS, accessible by any IP Address:

#### 2.1.3 *Threat Management*

Seeq also inherits threat management from Microsoft Azure. Microsoft continuously monitors servers, networks, and applications to detect threats. Threat risks are reduced through the following technologies:

- Intrusion detection

- Distributed denial-of-service (DDoS) attack prevention
- Penetration testing
- Behavioral analytics
- Anomaly detection
- Machine learning

Seeq also leverages Microsoft's anti-Malware to further reduce the threat risk. This is a standard extension of Azure. <<Note: <https://docs.microsoft.com/en-us/azure/security/azure-security-antimalware> >>

#### 2.1.4 Incident Response

- **Preparation**
- **Detection and Analysis**
- **Containment, Eradication, and Remediation**
- **Post-Incident Activity**

Seeq at this time is developing an incident response plan.

## 2.2 Secure Identity

Seeq leverages Azure Active Directory (<https://docs.microsoft.com/en-us/azure/security/security-identity-management-overview>) to manage users and to provide authentication, identity management, and access control. Seeq also supports federating with the customer's identity Provider. This gives the customer full control of authentication methods, users with access, and the access rights of the user.

Seeq supports three identity models for set up and user account management; both, of course, leverage Azure Active Directory:

### 2.2.1 Cloud Identity

Cloud Identity uses Azure Active Directory (AAD). This allows you to setup Seeq users and groups that are unique to Seeq and requires no on premise Active Directory (AD). This is convenient for managing smaller teams or when synchronizing with the customer's identity provider is not desired.

### 2.2.2 Synchronized Identity

Synchronized identity allows synchronizing your AD identities with AAD. This has the convenience of managing your users on premise while giving them access to Seeq. Users still need to log on to Seeq via AAD but they can use the same password they use to log into your on premise systems.

### 2.2.3 Federated Identity

Federated identity goes a step beyond synchronized identity. The customer's identity provider does all authentication. In the Federated Identity approach, the Seeq SaaS AAD, passes all authentication requests to the customer's AD.

Seeq supports [Azure Multi-Factor Authentication \(MFA\)](#). Seeq supports the following MFA methods:

- Verification code through mobile app
- Text message to phone
- Voice call to phone

#### 2.2.4 Connector Authentication

Seeq data connector software must run on the customers' premise at or near the data source. Authentication to the data source, for example an OSIsoft PI Data Archive, is done with a service account. Authentication to the Seeq server in the cloud is done via a shared secret key. The keys are delivered to shell personnel via web meeting with customer and Seeq personnel present. The keys are rotated every 6 months.

### 2.3 Secure Data

Seeq uses technologies to encrypt data at rest and in transit.

**For data in transit**, Seeq used industry standard TLS/SSL, between all Seeq applications and the Seeq application server. This includes Seeq browser based applications such as Seeq Workbench and all Seeq Connectors. Optionally Seeq can integrate with a corporate VPN.

Seeq utilizes public-private key for TLS/SSL. The domain name is seeq.site. The private certificate for TLS/SSL is managed with [Azure Key Vault](#). The public and private key are trusted by a root certificate authority.

**Data at rest**, are the data that Seeq stores and accesses as part of viewing data or performing analytics. Seeq leverages [Azure Disk Encryption](#). Azure Disk Encryption leverages Windows BitLocker and your system administrators manage secrets with [Azure Key Vault](#).

Seeq SaaS Servers are 100% segregated by customer. Seeq does not use shared process or shared database approach to multitenancy.

#### 2.3.1 Backups

Seeq automatically performs backups of all data daily; backups do not disrupt Seeq availability. The backups are used for disaster recovery and other system level issues.

Backup files are stored on [Microsoft Azure Storage](#). Azure Storage provides two important features:

- [Azure Storage Encryption](#).
- Redundant Storage. Three copies of all backup files are maintained. Three levels of redundancy are available:
  - Locally redundant storage (LRS). Three copies of the data, within a single data center.
  - Zone redundant storage (ZRS). Three copies of the data, across two or three data centers within a region.
  - Geo-redundant storage (GRS). Six copies of the data—three copies in a primary region and three copies in a secondary region.

Backups are tested monthly for integrity. The Seeq Backup Plan is available for review upon request.

#### 2.3.2 Seeq Access to Your Data

By default, Seeq personnel have no standing administrative access and no standing access to customer's data. Tasks, such as backups are automated. Support scenarios involving specific data analyses or data visualization may require access to customer data. Seeq will always leverage web meetings and the customer controls all access. A Seeq engineer may have limited, audited, secured access for a limited

amount of time, when necessary for service operation. Access must be approved by Seeq senior management.

Seeq collects usage data. Seeq uses this data to make the product better and to better support our customers. This data contains no sensitive customer information. Customers may opt out of providing this data. Details are available in the [Seeq Privacy Notice](#).

### 2.3.3 Data Disposal

Seeq will dispose of all customer data no later than 3 months after subscription term or upon written request.

## 2.4 Secure Seeq Application

Seeq runs on Secured Infrastructure which supplies a level of protection to the application. Seeq also incorporates a high level of automated tests as part of the Seeq Software Development Lifecycle. The Seeq test plan is available upon request.

Seeq also leverages an inherently secure architecture:

- The threat surface area is limited to a single TCP/IP port
- All communications are via HTTPS
- Seeq is written in managed code thus avoiding threats that can arise in native code such as C and C++

The Seeq Development process includes use of code analyzers to identify and/or measure:

- Potential bugs and suspect code
- Vulnerabilities
- Code coverage
- Open source license inventory

### 2.4.1 Application Monitoring

Seeq actively monitors infrastructure and Seeq processes and performance. Appendix A covers response times for detected issues.

## 2.5 Change and Patch Management

Seeq's policy is to keep all software up-to-date with the latest release including all patches.

# 3 Compliance

Seeq runs on Microsoft Azure and therefore benefits from Microsoft's compliance approach described here: <https://www.microsoft.com/en-us/trustcenter/CloudServices/Azure#compliance>.

Microsoft has the following Compliance offerings and these are available to our customers:

- Australia CCSL
- FedRAMP
- HIPAA/HITECH
- ISO-IEC-27001
- Singapore MTCS

- SOC 1, SOC 2, and SOC 3
- UK G-Cloud

Seeq at this time has no compliance certifications. Seeq will work with our customers on setting compliance priorities.

## 4 Transparency

Seeq gives our customers visibility into how we handle your data. Seeq runs in Microsoft Azure and thus benefits from Microsoft Azure's [trust](#) and [transparency](#).

Seeq makes our policies clear and accessible to you.

### 4.1 Where your Data is Stored

Seeq runs in Microsoft Azure Datacenters. Seeq can inform you of specific regions your data is stored; Seeq can also store your data in supported regions by request.

Upon request Seeq can supply a complete system backup containing all data contained in Seeq; Seeq will provide the system backup within 3 business days of written request. All data is accessible via Seeq's documented REST API and C#, Java, and Python SDK.

### 4.2 Response to Government Requests

If a government or law enforcement agency makes a lawful demand for customer data from Seeq will follow these practices:

- Seeq will supply not direct access to customer unless directed by the customer
- If we receive a government or law enforcement request for customer data we will first direct the request to the customer. We will always notify to customer of any request unless prohibited by law. For valid requests, Seeq will disclose information when we are legally compelled to do so and only provide the specific data required by the legal order.

## 5 Assets

Seeq as a Service will store, control, or access customer assets. We must protect these assets to expected levels. It is our responsibility to explicitly identify every asset that we store, control, or access. These assets are:

1. Customer Identities. These may come from either our user database or links to their identity management system. We will store identities in Seeq as part of Access Control Lists and Authentication systems, and as data that may be used in customer authored Seeq documents such as Journals and Topics.

While Seeq has an identity system build-in; this is only used for management of Seeq deployment and there is no reason for a customer to use this. Access to this account is controlled by the customer.

2. Infrastructure. Seeq is deployed on Microsoft Azure Infrastructure. Seeq is not a multi-tenant application. Your Seeq system runs on a computing resources dedicated to you. These

computing resources include: computers, storage, and networks.

3. Customer Data. Seeq has direct link to customer data sources such as historians and maintenance databases. The links require on premise Seeq software which is controlled by the customer. The control includes:
  - Data sources Seeq may connect to.  
Authentication to these data sources.  
Access control to data on these data sources.
  - Data in these sources will be transmitted to Seeq based on user interaction and scheduled jobs. Seeq caches this data, typically in-memory, but in some cases to permanent storage. Data from these sources are used to create derived data which is cached as well. Data from these sources is also transmitted to users' browsers.
4. Seeq Created Data. Seeq allows users to create many forms of data typically derived via analytics using Customer Data. Seeq Crated Data is stored. This data is transmitted to users' browsers. Examples of Seeq Created Data:
  - Analyses
  - Analysis Results
  - Worksheets
  - Workbooks
  - Topics
5. Seeq Application. The Seeq software is comprised of computer processes and databases. The processes and databases are deployed on Microsoft Azure Infrastructure except for the Seeq data source connectors which are deployed on the customers' premise. All data transfer is via HTTP or HTTPS.

## 5.1 Seeq Access to these Assets

Access to assets is described above in section 1, Security.

## 6 Seeq as a Service Operation Procedures

General Seeq operation procedures are available in the [Seeq Knowledge Base](#).

## 7 Product Development Lifecycle

Seeq has a very strong product development lifecycle in place. This is available for review upon request.

### 7.1 Security Development Lifecycle (SDL)

The Security Development Lifecycle is a set of polices, methodology, and process which help software developer produce more secure software products. Published approaches often outline seven phases:

1. Training
2. Requirements
3. Design



4. Implementation
5. Verification
6. Release
7. Response

Seeq will incorporate security development lifecycle into its robust software development lifecycle beginning in Q4 2017. The Seeq SDL documentation and test results are available upon request.

# Service Level Agreement

Version 0.4 – November 2017

This Seeq Service Level Agreement (“**SLA**”) between Seeq Corporation (“**Seeq**”, “**us**” or “**we**”) and users of Seeq SaaS (“**you**”) governs the use of the Seeq Software under the provisions of the Seeq End-User License Agreement (“**EULA**”).

Unless otherwise **Service Level Agreement** provided herein, this SLA is subject to the provisions of the Terms.

This SLA applies Seeq Workbench and Seeq Organizer software when offered as a SaaS product.

## 1. Seeq Service Commitment: 99.8% Uptime

Seeq will use commercially reasonable efforts to make your Seeq SaaS available with a Monthly Uptime Percentage of at least 99.8% during any monthly billing cycle (the “**Service Commitment**”). Subject to the SLA Exclusions, if we do not meet the Service Commitment, you will be eligible to receive a Service Credit. A monthly report of availability is provided upon written request.

A Monthly Uptime Percentage of 99.8% means that we guarantee you will experience no more than 86.4 min/month of unavailability. Unavailability is defined below.

System Managers will be notified of planned maintenance at least 2 weeks before the planned maintenance.

## 2. Definitions

“**Maintenance**” means scheduled Unavailability of the Seeq SaaS, as announced by Seeq prior to the Seeq SaaS becoming unavailable. Maintenance includes software upgrades, and other system upgrades. Maintenance time is included in availability calculations.

“**System Manager**” is the individual(s) responsible for maintaining the integrity of the hardware and software of the system of which the Seeq Connector agents are a part. Licensee is responsible for maintaining individual(s) trained as System Manager(s). Seeq will supply the Seeq Software Assurance contact information to the System Manager(s)

“**Monthly Uptime Percentage**” is calculated by subtracting from 100% the percentage of minutes during the month in which the Seeq SaaS were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

“**Service Credit**” means a credit denominated in US dollars, calculated as set forth below, that we may credit back to an eligible account.

**“Unavailable”** and **“Unavailability”** mean, when your Seeq Software Service is not running or not reachable due to Seeq’s fault. Planned maintenance is considered unavailable.

**“Issue”** means a user reported or automatically detected

**“Service Consumption”** is the number of users and hours of user activity on Seeq over a give time period.

**“On Premise Seeq Software”** are Seeq software connectors or gateways required to access data from customer’s on premise data sources such as historians.

### **3. Service Credits**

Service Credits are calculated as a percentage of the total charges due on your Seeq Software invoice for the annual billing cycle in which the Unavailability occurred, applied proportionally to the Services that were Unavailable, in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.8% but equal to or greater than 99.0%, you will be eligible for a Service Credit of 10% of the charges attributable to the affected resources of 1 month’s services
- For Monthly Uptime Percentage less than 99.0%, you will be eligible for a Service Credit of 30% of the charges attributable to the affected resources of month’s services.

For example, if you have Seeq software that is Unavailable for 88 minutes, you would be eligible for a Service Credit for 10% of the monthly charge.

We will apply any Service Credits only against future payments for the Services otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle you to any refund or other payment from Seeq. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.

### **4. Sole Remedy**

Unless otherwise provided in the EULA, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

### **5. Credit Request and Payment Procedures**

To receive a Service Credit, you must submit a claim by emailing [support@seeq.com](mailto:support@seeq.com). To be eligible, the credit request must be received by us 45 days after which the incident occurred and must include:

- the words “SLA Credit Request” in the subject line;

- the dates and times of each Unavailability incident that you are claiming;
- the account handle(s); and
- logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within 45 days of Seeq confirming the outage and can be applied toward a Seeq bill for up to 12 months. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

## **6. SLA Exclusions**

The Service Commitment does not apply to any Unavailability:

- That results from a suspension or Remedial Action, as described in the EULA;
- Caused by factors outside of our reasonable control, including any force majeure event or problems beyond the demarcation point of the Seeq network;
- That results from any actions or inactions of you or any third party;
- That results from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);
- That results from failures of Seeq SaaS not attributable to Unavailability; or If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

## **7. Issue Severity and Response Times**

Seeq attempts to respond to all issues in a timely manner. Issues that affect customers' use of Seeq significantly take priority. The table below describes the response times for four levels of severity.

Issues may be detected by Seeq's monitoring system or reported by customers. Response times apply to all reported issues regardless of source. Severity levels and response times are shown in Table 1.

Customers may access incident tickets and incident reports by written request to [support@seeq.com](mailto:support@seeq.com). Root cause analysis report is available, by written request, for Level 1 and Level 2 severity issues.

## **8. Service Consumption Reports**

Service consumption reports are available from the Seeq Performance Portal.

<b>Issue Severity and Response Times</b>			
<b>Level of Severity</b>	<b>Description of Severity</b>	<b>Characteristics</b>	<b>Response Time</b>
Level 1 - Critical	Critical Business Impact on production services. A large number of users have no access to the service and no procedural workarounds.	<ol style="list-style-type: none"> <li>1. Service processes hanging or crashing.</li> <li>2. Critical functionality not available.</li> <li>3. Data loss or corruption.</li> <li>4. Large number of users cannot access the service.</li> </ol>	1 hour, 24 x 7
Level 2 - Major	Severe business impact on production services. A large number of users are impacted; but the users are able to access the service in a limited capacity.	<ol style="list-style-type: none"> <li>1. Significant performance degradation</li> <li>2. Small number of users cannot access the service</li> <li>3. Business impact is escalating</li> </ol>	4 hours, 24 x 7
Level 3 - Medium	Normal business impact on production services. Partial or noncritical loss of service. A small number of users impacted.	<ol style="list-style-type: none"> <li>1. Some functionality not available.</li> <li>2. Minor performance degradation.</li> <li>3. Impact is not escalation</li> </ol>	4 hours, during normal business hours
Level 4 - Low	Product questions and enhancement requests. Issues occurring on non-production services.	<ol style="list-style-type: none"> <li>1. Incorrect service behavior without impact.</li> <li>2. Service question or enhancement request.</li> </ol>	8 hours, during normal business hours

Table 1.

## **9. Escalation**

Issues are reported through email to [support@seeq.com](mailto:support@seeq.com) or a provided phone number that is monitored 24x7. Issues of Level 1 are automatically escalated to the VP of Customer Success. Level 2 issues are escalated to VP of Customer Success if not resolved in 24 hours. Any open issue may be escalated to VP of Customer Success through written request to [support@seeq.com](mailto:support@seeq.com) or by calling the provided phone number.

## **10. Disaster Recovery**

Seeq leverages Azure Site Recovery for disaster recovery. Once, every 24 hours the Seeq system, including all data, is replicated to a geographically separate recovery site. The recovery site is an Azure data center. In the event of the loss of the Azure data center or significant resources in the data center, Seeq will be operational at the recovery site. The recovery site will be operational within 24 hours of the event with no more than 24 hours of loss of data (RTO and RPO).

Recovery requires access to Seeq Connectors running on customers' premise. Disaster Recovery is tested as part of initial Seeq Connector deployment.

## **11. Data Retention**

All customer data will be destroyed 3 months after termination of license. Seeq will destroy the data sooner upon written request.

## SEEQ SaaS END USER LICENSE AGREEMENT (“EULA”)

Important – Please Read This Agreement!

**Seeq SaaS EULA (“End User License Agreement”)  
Preamble Contained in Software Releases**

- This End User Legal Agreement (“**Agreement**” or “EULA”) is a **binding legal document** between Seeq and you, which explains your rights and obligations as an End User of Seeq products. “**End User**” means either (a) you as an individual or (b) your company, if you are using Seeq products in your capacity as an employee or agent of a company. You identify the specific “End User” during the registration process. “**Seeq**” means Seeq Corporation, 1301 2<sup>nd</sup> Avenue, Suite 2850, Seattle, WA 98101, USA.
- By allowing the “I Agree to the terms and conditions of the End User Agreement” box to remain checked, or by installing or using any Seeq products, **End User agrees to be bound by this Agreement**. If you do not agree to this Agreement, then uncheck the “I Accept” box and do not install or use Seeq products.
- In particular, in areas of conflict, this EULA shall take precedence over “**End User**” purchase orders.
- A separate “**End User**” signed license agreement with Seeq shall take precedence over this EULA to the extent of any conflict.
- From time to time, Seeq may modify this Agreement, including any referenced policies and other documents. Any modified version will be effective at the time it is posted. To keep abreast of your license rights and relevant restrictions, please bookmark this Agreement and read it periodically. By using any Product after any modifications, End User agrees to all of the modifications.

### 1.0 Introduction to Seeq’s Services and License Terms.

1.1. What’s Included in “Service”. Seeq offers many different software products as a service.

“Service” means any Seeq product that End User subscribes to. The term also includes (a) related documentation, (b) any add-ons, plug-ins, APIs or Internet-based components of the Service provided by Seeq (but not third parties) (“Supplementary Services”), and (d) any third party services provided with Seeq’s service (“Embedded Service”). End User’s detailed rights to use Service are in Section 2 below. To be clear, any add-ons, plug-ins, APIs or other service offered by third parties or created by End User itself are not “Service”, and Seeq is not responsible for and does not offer any warranty, indemnity or support for those items.

1.2. “Subscription license”. Subscription licenses grants then-authorized users access to the service for an agreed period of time, known as the Subscription Term.

- 1.3. Seeq's Support Offerings. Web-based and phone based support is included with the Services.
- 1.4. Limits on Authorized Users. When buying a subscription license to the Service, End User pays fees for a specific number of users, which are counted based on number of then-authorized users for Software ("Authorized Users"). End User designates Authorized Users through the Products. Authorized Users may include End User's employees, representatives, consultants, contractors, agents and Customers (note: detailed rules for Customers in Section 3.3 below). End User may add Authorized Users for additional fees. End User is responsible for all use of the Services by its Authorized Users and their compliance with this Agreement.

## **2.0 License to Use Seeq SaaS.**

- 2.1. Only Authorized Users may use the Service, and only up to the permitted number of Authorized Users. All use of Service must be in accordance with the relevant Seeq documentation and policies.
- 2.2. Subscription and Renewals. End User selects its initial subscription term, which may be a month, quarter, year or other mutually agreed period, at the time of order. Once that term expires, it will automatically renew for successive terms of the same period (but no longer than 1 year each) unless either End User or Seeq notifies the other of non-renewal at least 5 business days prior to the upcoming expiration date or Seeq ceases to make a particular Software available. Renewals are charged at Seeq's then-current rates unless otherwise agreed, and Seeq will at its discretion charge End User using the credit card on file on or after the expiration date or send End User an invoice. "Subscription Term" means the initial term and any renewal term(s).
- 2.3. Source Code. Seeq may provide some elements of Services in source code form ("Source Code"). Unless otherwise specified, End User may not modify Source Code. Seeq will have no support, warranty, indemnity or other obligations relating to, and assumes no liability for, any End User Modifications or any effect they may have on the operation of the Products.
- 2.4. IP Protection Mechanisms. The Service has license protection mechanisms designed to manage and protect Seeq's and its suppliers' and licensors' intellectual property rights. End User must not modify or alter these mechanisms or try to circumvent them or the usage rules they are designed to enforce.
- 2.5. No intellectual property ownership rights may be transferred to the End User with anything other than a separate license transfer agreement executed by Seeq and End User; and, specifically, no End User purchase order without an executed licenses transfer agreement shall have the effect of transferring ownership to the End User.

## **3.0 Important Customer Obligations**

- 3.1. Accounts and Passwords. End User will provide accurate, current and complete information when registering with Seeq and ordering Services and agrees to update its information if it changes. This is important, because Seeq may send notices, statements and other information to End User by email or through End User's account. End User will keep all its Authorized Users' passwords and usernames confidential and will not share them with third parties. End User is responsible for all actions taken through its accounts.
- 3.2. Use by End User's Customers. End User's customers ("Customers") may be Authorized Users.



End User will be responsible for Customers the same as any other Authorized User and must enter into valid, binding agreements with Customers consistent with this Agreement, including the additional conditions below. A Customer's permitted use of Services under this Agreement is called "Customer Use".

In addition to all other terms in this Agreement, the following conditions apply to Customer Use:

- (a) End User may not distribute or make available any Product on a standalone basis. Instead, End User may only make available the Service to Customers in order to support Customers' use of content and features that are part of End User's own existing offerings. Examples would include End User using: Seeq Workbench as a tool to provide customer-facing data and analysis results.
- (b) End User may not resell or OEM the Service or otherwise charge customers for use of the Product without the written permission of Seeq.
- (d) In making available Service to Customers, End User may not violate any other term or condition in this Agreement, such as reverse engineering and anti-circumvention restrictions.
- (e) Seeq will not have any direct or indirect liability or obligation to any Customers, and Customers do not acquire any rights under this Agreement.
- (f) Seeq understands that Service usage may be flexible and that End Users may identify new proposed uses for the Services. If End User has questions about whether a proposed use complies with these rules, please contact Seeq at [legal@seeq.com](mailto:legal@seeq.com).

- 3.3. Conditions on Use of Services. End User will not, and will not allow any Authorized User or other third party to: (a) resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis) any Service to any third party (for use in its business operations or otherwise) or anyone else besides Authorized Users (including Customers) in accordance with this express terms of this Agreement, or permit anyone besides Authorized Users to use any data or information not owned by End User that is generated by the Services (and, in the event End User grants any security interest in any Service, the secured party has no right to use or transfer the Services); (b) use any Service to provide, or incorporate any Service into any product or service provided to, a third party, except as expressly permitted above for Customer Use; (c) reverse engineer, decompile, disassemble, decipher, decrypt, or otherwise seek to discover or obtain the source code or non-public APIs to Services (including any data structure or similar materials produced by the Service), except to the extent expressly permitted by applicable law despite this prohibition (and then only upon advance notice to Seeq); (d) modify, adapt or create derivative works of a Service (excluding End User Modifications and End User Plug-ins); (e) remove or obscure any proprietary or other notices of Seeq or any third party contained in any Service (including any information or data generated by the Products); (f) publicly disseminate information regarding the performance of Services; (g) use any Services for commercial solicitation purposes or spam; (h) use the Seeq

name or any Seeq trademarks or logos except as permitted in this Agreement; or (i) commit any act or omission that could result in damage to Seeq's or its suppliers' or licensors' reputations. End User will not attempt to do any of the foregoing, encourage others to do so, or otherwise attempt to bypass or circumvent any usage restrictions in this Agreement.

- 3.4. **Export Control.** If a Service is used by End User in the United States, End User acknowledges that the Service is subject to U.S. export jurisdiction and agrees to comply with all applicable international and national laws that apply to the Service, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. In any case, the import and export of any Service may be subject to control or restriction by applicable local law. End User is solely responsible for determining the existence and application of any such law to any proposed import and export and for obtaining any needed authorization. End User agrees not to export, directly or indirectly, any Service (or any direct product thereof) from any country in violation of applicable laws.
- 3.5. **Indemnification.** End User will indemnify, defend and hold harmless Seeq from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) any breach by End User (including any Authorized Users) of this Agreement, (b) any End User Data, (c) any End User Modifications, End User Plug-ins or other modifications of or combinations with a Service, or any service or product offered by End User in connection with or related to a Service, (d) any representations or warranties made by End User (including any Authorized User) regarding a Service to third parties. This indemnification obligation is subject to End User receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for End User to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim, provided that Seeq may participate in the claim at its own expense and End User may not settle any claim without Seeq's prior written consent; and (iii) all reasonable necessary cooperation of Seeq at End User's expense.

#### **4.0 Fees and Payment**

- 4.1. **General.** End User must pay all fees by their due date specified at the time of order or otherwise within 30 days of Seeq's invoice or notice. Renewal fees for subscriptions will be charged as described in Section 2.2 (Subscription and Renewals). Late payments are subject to interest charges of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all collection expenses. End User will continue to be charged during any period of suspension. In event of any termination, End User will pay the unpaid balance due calculated in accordance with this Section 4 and this Agreement. Seeq may charge such unpaid fees and charges to End User's credit card or otherwise bill End User for such unpaid fees and charges. End User acknowledges that it is not relying on the future availability of any Services (including any Embedded Software) in agreeing to or making its payments hereunder.
- 4.2. **Taxes.** Payments made by End User under this Agreement exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Seeq, End User must pay to Seeq the amount of such taxes or duties in addition to any fees owed under this Agreement.

Notwithstanding the foregoing, End User may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, End User will have the right to provide to Seeq with any such exemption information and Seeq will use reasonable efforts to provide such invoicing documents as may enable End User to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

## **5.0 Seeq's Ownership Rights; Feedback**

Seeq and its licensors reserve all rights not expressly granted to End User in this Agreement. The Services (including any content or information contained therein) are protected by copyright and other intellectual property laws and treaties. Seeq or its licensors own the title, copyright, and other intellectual property rights in the Services and derivative works of the Services and underlying software (including any incorporating Feedback) ("Seeq Technology"), and End User does not acquire any ownership rights in Seeq Technology. All Services are licensed, not sold.

"Feedback" means any feedback, comments, suggestions or materials (including, to the extent disclosed to Seeq, any End User Modifications, but excluding End User Plug-ins) that End User may provide to Seeq about or in connection with the Services, including any ideas, concepts, know-how or techniques contained therein. End User may provide Feedback in connection with Support and otherwise. End User hereby grants Seeq a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, including incorporating or implementing the Feedback in the Services. End User agrees that Seeq may exploit all Feedback without any restriction or obligation on account of intellectual property rights or otherwise. For clarity, no Feedback will be deemed End User's Confidential Information, and nothing in this Agreement (including Section 7 (Confidentiality)) limits Seeq's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

## **6.0 Confidentiality**

Except as otherwise set forth in Section 6 (Seeq's Ownership Rights; Feedback) above, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Seeq Technology, performance information relating to the Services, and the terms and conditions of this Agreement shall be deemed Confidential Information of Seeq without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with

advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

## **7.0 Termination**

This Agreement will continue so long as End User has a license to the Service or an ongoing Subscription Term, unless earlier terminated.

- 7.1. Seeq may suspend or terminate this Agreement and End User's account, with respect to one or more of the Products, if End User fails to comply with the terms and conditions of this Agreement, including any failure to pay fees when due. Seeq may terminate any free account or evaluation usage at any time in its sole discretion.
- 7.2. End User may terminate this Agreement at any time with notice to Seeq.
- 7.3. Immediately upon termination of any license or subscription right granted under this Agreement, End User's license to Service will cease, and End User must at its own cost: (a) cease using (and require all Authorized Users, and anyone else to cease using) all the terminated Products. Upon termination of this Agreement for whatever reason, End User is entitled to a refund for any unused portion of subscriptions.
- 7.4. All payment and other obligations accrued as of the date of any expiration or termination of this Agreement, and Sections 3.3 (Conditions on Use of Products), 3.4 (Export Control), 3.5 (Indemnification), 4 (Fees and Payment), 5 (Seeq's Ownership Rights; Feedback), 6 (Confidentiality), 7 (Termination), 9 (Warranties; Disclaimer of Warranties), 10 (Limitation of Liability), 11 (Publicity Rights) 12 (Assignment), 13 (Governing Law and Arbitration) and 15 (General) will survive expiration or termination.

## **8.0 Seeq Infringement Indemnification**

Subject to the remainder of this Section 8, Seeq will indemnify, defend and hold End User harmless against a claim to the extent based on an allegation that End User's use of a Service (in the form provided by Seeq) in compliance with this Agreement infringes a United States or European Union patent or registered copyright ("Claim"), and will pay those damages and costs finally awarded against End User by a court of competent jurisdiction, or agreed to in writing by Seeq as settlement, as a result of such Claim, provided that Seeq is (i) promptly notified and furnished a copy of such Claim, (ii) given all relevant evidence in End User's possession, custody or control, and (iii) given reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement. Seeq will have no obligation to defend and no liability for any damages or costs to the extent that a Claim is based upon: (i) use of a Service in combination with any non-Seeq product, software or equipment; (ii) use of a Service in a manner or for an application other than for which it was designed or intended to be used, regardless of whether Seeq was aware of or had been advised of such use; (iii) modifications to a Service by any person or entity other than Seeq (including any End User Modifications); or (iv) other circumstances or occurrences that are covered in End User's indemnification obligations in Section 3.6.

If a Service becomes, or in the opinion of Seeq may become, the subject of a Claim, Seeq may, at its option and in its discretion: (i) procure for End User the right to use the Service free of any liability;

(ii) replace or modify the Service to make it non-infringing; or (iii) terminate End User's right to continue using such Service and refund, in the case of Software, any license fees related to this Software paid by End User (depreciated on a three-year straight line basis) or, in the case of a subscription, any prepaid amounts for the service no longer being provided.

This Section 8 states the sole liability of Seeq and the exclusive remedy of End User for any infringement of intellectual property rights in connection with any Product or other items provided by Seeq under this Agreement.

## **9.0 Warranties; Disclaimers of Warranties**

- 9.1. General. The properly licensed software will perform substantially as described in any Seeq materials that accompany the software. Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if End User is an entity, this Agreement and each order is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.
- 9.2. Disclaimer of warranties. To the maximum extent permitted by applicable law, and except as expressly set forth herein, Seeq and its third-party suppliers/licensors provide the services and support as is and with all faults, and hereby disclaim all other representations, warranties and guarantees, whether express, implied or statutory, including implied warranties of merchantability, title, non-infringement and fitness for any purpose. Without limiting the foregoing, Seeq and its third party suppliers/licensors make no representation, warranty or guaranty (1) as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of any service or any content therein or generated therewith, (2) that (a) the use of any service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the services will meet end user's requirements or expectations, (c) any stored data will be accurate or reliable or that any stored data will not be lost or corrupted, (d) the quality of any services, information, or other material purchased or obtained by end user through the services will meet end user's requirements or expectations, (e) errors or defects will be corrected, or (f) the services are free of viruses or other harmful components. Without limiting the foregoing, to the maximum extent permitted by applicable law, Seeq and its third party suppliers/licensors make no representations or warranties whatsoever with respect to, and assume no liability for, any services provided on an evaluation basis. In addition, Seeq and its third party licensor/suppliers shall not be liable for delays, interruptions, service failures and other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of Seeq.

End user may have other statutory rights. However, to the full extent permitted by law, the duration of statutorily required warranties, if any, shall be limited to the limited warranty period.

## **10.0 Limitation of Liability**

- 10.1. Maximum liability. Except with respect to amounts payable to third parties pursuant to the parties' indemnification obligations in section 3.5 and 8 or end user's breach of any license or use restrictions relating to the services, notwithstanding any damages either party might incur for any reason whatsoever, to the maximum extent permitted by applicable law, the entire liability of either party to this agreement under any provision of this agreement and the

other party's exclusive remedy hereunder shall be limited to the actual damages such party incurs, up to the amount actually paid by end user for (a) such service, depreciated on a three--year straight line basis. To the maximum extent permitted by law, embedded software licensors will not be liable to end user for any damages whatsoever, including direct damages or the types of damages disclaimed in section 11.2 below.

10.2. Other disclaimers. Notwithstanding anything else in this agreement, to the maximum extent permitted by applicable law, and except for end user's breach of any license or use restrictions relating to products, in no event shall either party (or their respective third party suppliers/licensors) be liable for any special, incidental, punitive, indirect, or consequential damages (including lost profits or revenue) whatsoever arising out of or in any way related to this agreement. End user specifically understands and agrees that Seeq (on behalf of itself and its third party suppliers/licensors) disclaims all warranties and liability with respect to loss, loss of use or corruption of any end user data (or other data end user may provide) and the costs of procurement of any substitute goods.

10.3. Failure of Essential Purpose. The parties agree that the limitations specified in this Section 11 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10.4. Force Majeure. Neither party shall be liable hereunder by reason of failure or delay in the performance of its obligations hereunder (except for the non-payment of money) on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, governmental action, labor conditions, or any other cause which is beyond the reasonable control of the party.

### **11.0 Publicity Rights**

Seeq may identify End User as a customer on [www.seeq.com](http://www.seeq.com). End User may request that Seeq cease identifying End User at any time by submitting an email to [legal@seeq.com](mailto:legal@seeq.com). Requests may take 5 business days to process.

Prior to use of End User in any promotional materials requires permission from the End User.

### **12.0 Assignment**

End User may not assign this Agreement without the prior written consent of Seeq (which consent will not be unreasonably withheld), provided that the assignee agrees to be bound by the terms and conditions contained in this Agreement. Seeq may assign its rights and obligations under this Agreement in whole or in part without consent of End User. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

### **13.0 Governing Law and Arbitration**

13.1. Applicable Law; Venue. This Agreement, the rights and obligations of the parties and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of Washington, USA.

13.2. Arbitration. The parties agree to attempt to resolve disputes without extended and costly litigation. The following steps to dispute resolution are to be followed: (1) verbally communicate dispute to other party; (2) communicate dispute to other party in writing; (3) respond in writing to any written dispute from other party within 15 days of receipt; (4) if

satisfactory resolution does not occur within 45 days of initial written notification of the dispute, and if both parties do not mutually agree to a time extension, then Seeq and End User will hire a mutually agreed upon certified mediator, the cost of which will be shared by both parties; and, (4) if resolution is still not obtained within 30 days of a mediation session and if both parties do not agree to a time extension, then Seeq and the End User agree to enter into binding arbitration with a mutually agreed upon, certified, arbitrator, the cost of which will be shared by both parties. The arbitration will be conducted in accordance with the commercial arbitration rules, regulations, and procedures of the American Arbitration Association then in effect. The arbitration will be held and the award deemed made in Seattle, Washington. The parties agree to be bound by the decision of the arbitrator and judgment upon the award rendered may be entered in any court having jurisdiction. The language shall be English and the governing law shall be as specified in this part.

13.3. Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement regardless of when or where adopted

#### **14.0 General**

This Agreement is the entire agreement between End User and Seeq relating to the Products and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Agreement may not be modified or amended except as described on the first page of this Agreement or otherwise with the written agreement of Seeq (which may be withheld in its complete discretion without any requirement to provide reasons). As used herein, "including" (and its variants) means "including without limitation" (and its variants). If either party to this Agreement breaches any provision of this Agreement relating to Confidential Information or intellectual property rights, there may not be an adequate remedy available solely at law; therefore, an injunction, specific performance or other form of equitable relief or monetary damages or any combination thereof may be sought by the injured party to this Agreement. No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give on party the express or implied right, power or authority to create any duty or obligation of the other party.

**Should you have any questions concerning this Agreement, or if you desire to contact Seeq for any reason, please contact Seeq at [legal@seeq.com](mailto:legal@seeq.com).**

Appendix C

# Seeq SaaS Services

1. Seeq Workbench
2. Seeq Organizer
3. Seeq SDKs



## Appendix D

# Seeq Development Test Results

Seeq's development process includes code scans, assessments, and tests as follows. These results are available upon written request.

1. White source report of all 3<sup>rd</sup> party libraries, including open source, used in Seeq.
2. Code analyzer which identifies potential vulnerabilities.
3. Vulnerability assessment.
4. Penetration testing.