

Board Edge Terms of Service

Last updated May 25, 2015

1. ACCEPTANCE OF TERMS

1.1 Read these Terms of Use ("Terms") carefully before you, an individual or entity ("You"), use Equilar's proprietary Board Edge service located at www.equilar.com (the "Service").

BY ACCESSING THIS SERVICE, YOU ACCEPT WITHOUT LIMITATION OR QUALIFICATION, ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT.

1.2 The Terms may be modified by Equilar from time to time. Continued use of the Service by You will constitute Your acceptance of any changes or revisions to the Terms. Your failure to comply with these Terms, whether listed below or in supplemental notices posted at various points in the Service, may result in termination of Your access to the Service, without notice, in addition to Equilar's other remedies. Access to and use of the Service are subject to the terms and conditions of this Agreement and all applicable laws and regulations, including laws and regulations governing copyright and trademark. Equilar reserves the right to change these terms and conditions at any time.

1.3 All information submitted by You through the Service is subject to Equilar's Privacy Policy located at <http://www.equilar.com/privacy-policy>.

2. LICENSE AND RESTRICTIONS

2.1 Subject to these Terms, Equilar hereby grants to You a non-exclusive, personal, non-transferable, non-sublicensable, limited license to to access the Service solely to electronically display, download and print reasonable portions of the Service for Your internal research purposes. You shall not, and shall not permit anyone else to, directly or indirectly: (i) share, modify, reproduce or otherwise create derivatives of any part of the Service or Site Content; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Service (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); (iii) rent, lease, resell, distribute or use the Service or the Site Content for timesharing, service bureau, or commercial purposes; (iv) remove or alter any proprietary notices or labels on or in the Service or Site Content; or (v) engage in any activity that interferes with or disrupts the Service.

2.2 Unauthorized Use. You shall protect the Service and the Site Content from any use that is not permitted under these Terms. You represent and warrant to Equilar that You shall not (i) share access to the Service or Site Content; (ii) interfere with or disrupt the Equilar website, the Service or servers or networks connected to the Service; (iii) gain unauthorized access to other computer systems through the Equilar Website and/or the Service; (iv) disrupt the Service or otherwise act in a manner that negatively affects other users' ability to access and/or use the Service; or (v) harass other users. In the event of any unauthorized use of the Service, Equilar may immediately terminate Your access to the Service.

2.3 You acknowledge that Equilar does not pre-screen any Content provided or made available by You or any third party in connection with the Service, but that Equilar and its designees shall have the right (but not the obligation) in their sole discretion to (i) monitor, alter, edit, or remove any of Your Content, in whole or in part, and/or (ii) rescind and terminate Your right to use the Service at any time (with or without notice) for any reason or no reason. You acknowledge and agree that Equilar may preserve Your Content and may also disclose Your Content for any reason, including without limitation if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any of Your Content violates the rights of third parties; and/or (d) protect the rights, property, or personal safety of Equilar, its users and/or the public.

3. PAYMENT

Fees and Payment Terms. You shall pay the Fees set forth in the Equilar Order Form. All Fees shall be due and payable within thirty (30) days of the date of Equilar's invoice. You acknowledge that any and all payments to Equilar are non-refundable and non-creditable and that you are liable for all Fees for the agreed to Term or Renewal Term, including multi-year Terms or Renewal Terms, even if You stop using the Service. All payments will be made in U.S. Dollars. Any payments not paid when due shall accrue interest at the lesser of (i) one and a half percent (1.5%) per month and (ii) the highest rate of interest allowed by applicable law. Any payments more than sixty (60) days in arrears will also be subject to a late fee of \$250.00.

4. YOUR REGISTRATION OBLIGATIONS

To be a registered user of the Service, You agree to: (a) provide true, accurate, current and complete information about Yourself (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or Equilar has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Equilar has the

right to suspend or terminate all of Your accounts and refuse any and all of Your current or future use of the Service (or any portion thereof). Equilar is concerned about the safety and privacy of all its users, particularly children. For this reason, and to be consistent with the terms of use of Stripe or other third party service provider, You must be at least 18 years of age, or the legal age of majority where You reside if that jurisdiction has an older age of majority, to register for an account.

5. ACCOUNT, PASSWORD AND SECURITY

As part of Your use of the Service, You will create a password and account. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under Your account. You agree to (a) immediately notify Equilar of any unauthorized use of Your password or account or any other breach of security, and (b) ensure that You exit from Your account at the end of each session. Equilar cannot and will not be liable for any loss, damage or other liability arising from Your failure to comply with this Section or from any unauthorized access to or use of Your account. In the event of any dispute between two or more parties as to account ownership, You agree that Equilar shall be the sole arbiter of such dispute in its sole discretion and that Equilar 's decision (which may include termination or suspension of any account subject to dispute) shall be final and binding on all parties.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Equilar Ownership. You acknowledge that as between You and Equilar, the Service and other information obtained through the Equilar website, including without limitation all software, technology, inventions, discoveries, documentation and works of authorship relating thereto, and any and all intellectual property rights related to or derived from the Service, or the manufacture or use thereof (collectively, the "Equilar Technology"), are, and at all times shall remain, the exclusive property of Equilar, and nothing in these Terms shall be construed to transfer to You any ownership interest in or to the Equilar Technology or any part thereof. You shall not take or permit any action inconsistent with Equilar's ownership of all right, interest and title in and to the Equilar Technology, including any and all improvements, modifications and enhancements thereto, or which might impair the value of such ownership.

6.2 Site Content. You agree that all material, including without limitation, information, data, software, text, design elements, graphics, images and other content contained in or delivered via the Service or otherwise made available by Equilar in connection with the Service ("Site Content") is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws. You shall use the Site Content only for purposes that are permitted by these Terms and any applicable laws and regulations.

6.3 Your Content. You acknowledge and agree that if you contribute, provide or make available any content to the site ("Your Content"), you hereby grant to Equilar a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right and license to use, reproduce, adapt, modify, distribute, translate, publish, create derivative works based on, perform, display and otherwise exploit Your Content, in whole or in part, in any media now known or hereafter developed, for any purpose whatsoever. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all Your Content (i) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party, and (ii) complies with all applicable laws and regulations (foreign and domestic). In addition, Your Content must be accurate and truthful. Equilar reserves the right to remove any of Your Content at any time if Equilar believes in its sole discretion that it does not comply with these Terms.

7. WARRANTY DISCLAIMER

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EQUILAR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. EQUILAR MAKES NO WARRANTY THAT: (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE SERVICE ITSELF (OR ANY PART THEREOF) WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED. EQUILAR IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR THE CONTENT, PRODUCTS, SERVICES, ACTIONS OR INACTIONS OF ANY USER OR THIRD PARTY; AND EQUILAR WILL HAVE NO LIABILITY WITH RESPECT TO ANY WARRANTY DISCLAIMED IN (I) THROUGH (V) ABOVE. YOU ACKNOWLEDGE THAT EQUILAR HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE TRUTH OR ACCURACY OF ANY USERS' CONTENT. IN ADDITION, EQUILAR IS NOT AFFILIATED WITH, AND HAS NO AGENCY OR EMPLOYMENT RELATIONSHIP WITH, ANY THIRD PARTY SERVICE PROVIDER USED IN CONJUNCTION WITH THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY FACILITATED PAYMENT MODE SERVICE), AND EQUILAR HAS NO RESPONSIBILITY FOR, AND HEREBY DISCLAIMS ALL LIABILITY ARISING FROM, THE ACTS OR OMISSIONS OF ANY SUCH THIRD PARTY SERVICE PROVIDER. THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. Notwithstanding the foregoing, You may report misconduct in connection with the Service to Equilar. Equilar, in its sole discretion, may investigate the claim and take necessary action.

8. INDEMNIFICATION

You agree to defend, indemnify and hold Equilar, and its affiliates, and each of its and their respective officers, directors, agents, other partners, and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise), or investigation made by any third party (each a "Claim") due to or arising out of: Your Content; Your use of, contribution to or connection with the Service or violation of any rights of another; and/or Your violation of these Terms. Equilar shall provide notice to You of any such Claim, provided that the failure or delay by Equilar in providing such notice shall not limit your obligations hereunder. Equilar reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, You agree to cooperate with all reasonable requests in assisting Equilar's defense of such matter.

9. MISCELLANEOUS

9.1 Force Majeure. Equilar shall under no circumstances be liable for failure to fulfill its obligations under these Terms for delays in delivery due to acts of God, man-made or natural disasters, earthquakes, fire, riots, flood, material shortages, strikes, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

9.2 Severability. If any provision hereof should be held invalid, illegal or unenforceable in any jurisdiction, the parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the parties and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

9.3 Governing Law. These Terms and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with, the laws of the State of California, United States, without reference to conflicts of laws principles of California or any other jurisdiction.

9.4 Jurisdiction. The parties agree that any action or proceeding arising out of or related to these Terms shall be brought only in the state and federal courts of the State of California and the parties hereby consent to such venue and to the exclusive and personal jurisdiction of such courts over the subject matter of such proceeding and themselves.

10. ENTIRE AGREEMENT

Entire Agreement. These Terms represent the entire understanding relating to the use of the Service and prevail over any prior or contemporaneous, conflicting, or additional, communications.