

Seq End-User License Agreement

Updated 16th March 2021

1. Definitions

In this agreement:

"**Datalust**" and "**The Licensor**" shall mean Datalust Pty Ltd, ABN 84 164 150 298.

"**License**" shall mean the terms and conditions for use and distribution as defined by this document.

"**Legal Entity**" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"**You**" (or "**Your**") shall mean an individual or Legal Entity exercising permissions granted by this License.

"**The Software**" shall mean all items contained within the Seq installation media, including but not limited to the Seq server, web interface, configuration files and associated assets.

"**Server**" shall mean a computer system either on physical hardware or a virtual machine, under Your direct control.

"**User**" shall mean an individual who interacts with The Software through its user interface.

2. Grant of Rights

The Software remains the sole property of Datalust or its suppliers. You may use The Software only pursuant to the terms set out in this agreement.

You may not:

- a) Redistribute, sell, give, lease, rent or sublicense The Software to any third party in any form
- b) Modify or attempt to circumvent any restrictions enforced by The Software on its use

You must use The Software in strict accordance with the terms of the License type you have been granted:

- i) Individual License – You may install and use The Software on any number of Servers; each installation of the software must be accessed by a single User only. The Individual License is not transferrable between Users.
- ii) Subscription License – For the duration of the subscription term purchased, You may install and use The Software on the number of Servers, and for the benefit of the number of Users, specified at the time of purchase. When the subscription term expires, The Software becomes non-functional until the subscription is renewed.
- iii) Pre-September 2020 "Seq Professional" or "Seq Enterprise" License – You may install and use The Software on three Servers for each License purchased, for the benefit of the number of Users encoded in the license certificate

issued by Datalust at the time of purchase.

- iv) Pre-September 2020 "Seq Enterprise Partner" License – You may install and use The Software on unlimited Servers for each License purchased, for the benefit of an unlimited number of Users.

You may additionally:

- a) Make one additional copy of the software for archival purposes.

3. Trademarks

This License does not grant permission to use the trade names, trademarks, service marks, or product names of The Licensor, except as required for reasonable and customary use in describing the origin of The Software.

4. Third Party Software

Datalust does not make any warranty of title, non-infringement, merchantability or fitness for a particular purpose of any third-party software or products used or relied upon by The Software.

5. Disclaimer of Warranty

Unless required by applicable law or agreed to in writing, Datalust provides The Software on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using The Software and assume any risks associated with Your exercise of permissions under this License.

6. Limitation of Liability

In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall Datalust be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use The Software (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if Datalust has been advised of the possibility of such damages.

Datalust's ENTIRE LIABILITY UNDER THIS AGREEMENT will be limited to the AMOUNT ACTUALLY PAID by You for The Software.

7. General

- a) **Waiver:** A single or partial exercise or waiver by Datalust of a right relating to this agreement does not prevent any other exercise of that right or the exercise of any other right. Datalust is not liable for any loss caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- b) **Severability:** If any provision of this agreement is held to be invalid, unlawful or unenforceable such provision or part (as the case may be) shall be ineffective only to the extent of such invalidity, unlawfulness or unenforceability and will not prejudice or affect the remainder of such provision or any other provision under this agreement.

- c) **Jurisdiction:** this agreement is governed by and is to be construed in accordance with the laws applicable in the state of Queensland, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- d) **Assignment:** Datalust may assign its interest under this agreement without requiring Your consent.
- e) **Reservation of rights:** All rights which are not expressly granted in this agreement are expressly reserved.