

# End User License Agreement

THIS END USER LICENSE AGREEMENT (“EULA” OR “AGREEMENT”) IS A BINDING AGREEMENT BETWEEN YOU (“END USER” OR “YOU”) AND COQUINTERACTIVE, INC. (“COMPANY”), ITS SUBCONTRACTORS AND AFFILIATES. THIS AGREEMENT GOVERNS YOUR USE OF THE COMPANY’S ACCOUNTBERRY.COM ONLINE APPLICATION (INCLUDING ALL RELATED DOCUMENTATION, THE “APPLICATION”). THE APPLICATION IS LICENSED, NOT SOLD, TO YOU.

BY CLICKING THE “ACCEPT” BUTTON YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT; (B) AGREE THAT THE COMPANY MAY MODIFY THIS AGREEMENT OR ANY POLICY OR OTHER TERMS REFERENCED IN THIS AGREEMENT (COLLECTIVELY, “ADDITIONAL POLICIES”) AT ANY TIME WITH OR WITHOUT NOTICE (C) REPRESENT THAT YOU ARE AUTHORIZED WITH PROPER CREDENTIALS AND PASSWORDS TO ACCESS AND USE THE APPLICATION; AND (D) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST SELECT THE “DECLINE” BUTTON AND YOU MAY NOT USE THE PRODUCT.

BY CONTINUING TO USE OR RECEIVE ANY SERVICES FROM THE PRODUCT, AS HEREIN DEFINED, AFTER THE EFFECTIVE DATE OF ANY REVISIONS TO THIS AGREEMENT OR ANY ADDITIONAL POLICIES, YOU AGREE TO BE BOUND BY THE REVISED AGREEMENT OR ANY REVISED ADDITIONAL POLICIES.

## 1. Definitions

As used in this Agreement:

1.1. **“Application”, “Company Application” or “Accountberry.com”** means any software or system provided to you by the Company through their website and any sort of documentation or other, including their upgrade(s), which is part of the Product that the Company makes available to you for use pursuant to this Agreement, together with all related documentation or materials and Modifications provided by the Company to you in connection with such product.

1.2. **“Confidential Information”** means all nonpublic information disclosed by the Company, its subcontractors and affiliates, and/or accessible through the Application, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, including but not limited to financial data and non-public personally

identifiable information.

1.3. **“Effective Date”** means the day that you accept this EULA by clicking the “ACCEPT” button.

1.4. **“Fee”** means the fee or other consideration as provided in an Invoice Document pursuant to the executed Monthly Plan and any other amount otherwise agreed by and between you and the Company to access the Product.

1.5. **“Invoice Document”** means the invoice document sent through the Application with the breakdown of the monthly fees or other considerations pursuant to the executed Monthly Plan.

1.6. **“Mark”** means all trademarks, service marks, and trade dresses encompassed in the images, layout, and overall “look and feel” of the Accountberry.com’s Web site and Products.

1.7. **“Modifications”** means any work based on or incorporating all or any portion of the Company Application, including, without limitation, modifications, updates, enhancements, customizations, supplements and any derivative works made to the Company Application.

1.8. **“Monthly Plan”** means the monthly bundle of services executed by Customer with the Company, as described in Accountberry.com’s Web site.

1.9. **“Product”** means the Application and related services (e.g. customer service) available to you pursuant to this Agreement.

1.10. **“Your Content”** means any data, or other content that you may (a) provide to us pursuant to this Agreement, (b) make available to any end users in conjunction with the Product, or (c) develop or use in connection with the Product.

1.11. **“Accountberry.com Customer”** means a person or entity that has executed a Monthly Plan with Coquinteractive, Inc.

## **2. Description of the Application**

Accountberry.com is an online cloud-based accounting platform that deploys a sophisticated array of services for the office accounting infrastructure, completely transparent to the user that will substantially reduce time, efforts, and cost related to your accounting, while increasing your productivity and efficiency. This web-based cloud system allows you superb connectivity via pc, tablets or mobile electronics.

Accountberry.com's multitasking platform will allow you to manage all of your accounting routines.

### **3. Use of the Application**

Subject to your acceptance of and compliance with this Agreement and with the payment requirements for the use of the Application (if applicable), the Company hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable right and license, in and under Company's intellectual property rights, to access and use the Application, solely in accordance with the terms and conditions of this Agreement.

#### **3.1. Permitted Uses Generally**

3.1.1. You may enable access and use of your Content by your end users in accordance with the terms of this Agreement. You are responsible for all terms and conditions applicable to your Content.

#### **3.2. Restricted Uses Generally**

3.2.1. You shall not interfere or attempt to interfere in any manner with the functionality or proper working of the Application.

3.2.2. You shall not compile or use the Company Product, or any other information obtained through the Application for the purpose of direct marketing, spamming, unsolicited contacting of sellers or customers, or other impermissible advertising, marketing, or other activities, including, without limitation, any activities that violate the Company policies and regulations.

3.2.3. You shall not remove, obscure, or alter any notice of any Mark, or other intellectual property or proprietary right designation appearing on or contained within the Application.

3.2.4. Subject to the terms and conditions of this Agreement, you may generally publicize your use of the Product; however, you shall not issue any press release with respect to the Product or this Agreement without Company's prior written consent.

### **4. Maintenance and Support**

The Company shall provide technical support services under the Monthly Plans. Upon acquiring knowledge of a technical difficulty, in regard to the Application, Customer shall notify Company, as specified below in Section 12.3. For the avoidance of any doubt, the Company shall not provide any substantive or accounting related support

services.

## **5. Fees**

5.1. The Company may specify the manner in which you will pay any Fees, and any such payment shall be subject to our general account Monthly Plans.

5.2. All Fees set forth, in the Monthly Plan Customer has executed, shall be deemed to have been earned on the date payment is due in accordance with the provisions hereof and shall be non-refundable.

5.3 Fees may apply to your use of the Application. If you are using the Application for taxing purposes of a registered Accountberry.com Customer, and have not executed a Monthly Plan, you shall be considered a "User" under that Customer. Confer with the Accountberry.com Customer to verify whether you will be responsible for the fees incurred for using the Application.

5.4 You shall be responsible of paying all taxes that may be assessed from the Products, including personal property taxes, sales and use taxes, and excise taxes.

5.5 In the event of non-payment or non-compliance of the payment plan established by the Company for You within the Invoice Document, Company shall have the right, at its sole discretion, to suspend and/or terminate the license granted pursuant to this Agreement and/or turn-off all services and accesses granted hereunder.

## **6. Downtime and Product Suspensions; Security**

6.1. You acknowledge that: (a) your access to and use of the Product may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of the Product or part of it for any reason, including as a result of power outages, system failures, or other interruptions; and (b) the Company may also be entitled, without any liability to you, to suspend access to the Product or part of it at any time, on a Product-wide basis: (i) for scheduled downtime to permit the Company to conduct maintenance or make modifications to the Product; (ii) in the event of a cyber-attack or other attack on the Product or other event that the Company determines, in its sole discretion, may create a risk to the Product, part of it, to you or to any other Company's customers if the Product or parts of it was not suspended; or (iii) in the event that the Company determines that the Product or part of it is prohibited by law or the Company otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Product Suspensions"). Without limitation to Section 7.2, the Company shall have no liability whatsoever for any

damage, liabilities, losses (including any loss of data or profits), or any other consequences that you may incur as a result of any Product Suspension. To the extent it is able, the Company will endeavor to provide you e-mail notice of any Product Suspension in accordance with the notice provisions set forth in Section 12 below and to post updates on the Accountberry.com's Web site regarding resumption of the Product or part of it following any such Product Suspension, but shall have no liability for the manner in which the Company may do so or if the Company fails to do so.

6.2. The Company strives to keep your Content secure but cannot guarantee that the Company will be successful at doing so, given the nature of the Internet. Accordingly, without limitation to Section 7.2 below, you acknowledge that you bear sole responsibility for adequate security, protection, and backup of your Content and Application. The Company strongly encourages you, where available and appropriate, to (a) use encryption technology to protect your Content from unauthorized access, (b) routinely archive your Content, and (c) keep any other software or system(s) that you use or run with the Company Application current with the latest security patches or updates. The Company will have no liability to you for any unauthorized access or use, corruption, deletion, destruction, or loss of any of your Content or Application.

## **7. Disclosure of Warranties; Limitation of liabilities**

7.1. THE COMPANY, ITS SUBCONTRACTOR AND AFFILIATES PROVIDE THE PRODUCT AVAILABLE THROUGH THE COMPANY, ITS SUBCONTRACTOR AND AFFILIATES WEBSITES "AS IS," WITHOUT WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE COMPANY MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE APPLICATION OR PRODUCT. THE PRODUCT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES REGARDING THE PRODUCT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY.

7.2. THE COMPANY DOES NOT WARRANT THAT THE PRODUCT OFFERINGS WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE DATA YOU STORE WITHIN THE PRODUCT OFFERINGS WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. THE

COMPANY SHALL NOT BE RESPONSIBLE FOR ANY PRODUCT INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS, INCLUDING THOSE THAT AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF ANY PAYMENT SERVICES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM THE COMPANY OR FROM ANY THIRD PARTY OR THROUGH THE PRODUCT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

7.3. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL THE COMPANY NOR ANY OF ITS SUBCONTRACTOR AND AFFILIATES, OR PRODUCT PROVIDERS BE LIABLE TO YOU OR ANY OTHER SITE USER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF DATA, PROFITS OR OTHER ECONOMIC LOSS, OR FOR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THE POSTING OR NON- POSTING OF DOCUMENTS AND INFORMATION, THE DESIGN, FUNCTIONALITY OR USE OF THE APPLICATION, THE RELIANCE ON ANY STATEMENT OR ADVICE FROM ANY OTHER USER OF THE APPLICATION, OR INABILITY TO GAIN ACCESS TO OR USE THE APPLICATION OR ANY PART THEREOF OR TO ANY DOCUMENTS AND INFORMATION, OR OUT OF ANY BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED.

## **8. Indemnification**

8.1. You agree to indemnify and hold the Company, its subcontractors, affiliates, and their respective officers, directors, employees, agents, successors, assignees and representatives from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney's fees, arising from or relating to your use or misuse of the Application, breach of this EULA, including but not limited to your Content available through this Application, or your violation of any rights of another, except to the extent where you can show that such costs or damages were caused by the Company.

8.2. In accordance with the notice provisions set forth in Section 12 below, the Company agrees to promptly notify you of any claim subject to indemnification, provided that Company's failure to promptly notify you shall not affect your obligations hereunder except to the extent that Company's failure to promptly notify you delays or prejudices your ability to defend the claim.

## **9. Privacy and Confidentiality**

9.1. Certain information about you are subject to Company's Privacy Policy as set forth at <http://www.accountberry.com/>. You understand that through the use of the Product, you consent to the collection, use and disclosure of this information, only as permitted by the Company's Privacy Policy, including the transfer of this information to the United States and/or other countries for storage, processing, and use by the Company and its subcontractors and affiliates as necessary to provide the Product to you.

9.2. You shall not disclose Company's Confidential Information at any time during the Term of this EULA, as defined in Section 11. Confidential Information includes, without limitation, (a) nonpublic information relating to the Company Application, customers, business plans, promotional and marketing activities, finances, and other business affairs, (b) third-party information that the Company is obligated to keep confidential, and (c) the nature, content, and existence of any discussions or negotiations between you and us. Confidential Information does not include any information that you are required to disclose by law.

9.3. Notwithstanding any other provision in this Agreement, you shall not have any confidentiality obligation to us under Section 9.2 above, with respect to any information provided or made available by the Company hereunder, and the Company shall not have any confidentiality or nonuse obligation to you hereunder with respect to any information, Application, data, or content provided or made available by you hereunder that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to the receiving party at the time of its receipt from the disclosing party; (c) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (d) can be shown by documentation to have been independently developed by the receiving party.

## **10. Intellectual Property; Ownership**

10.1. Other than the limited use and access rights and licenses expressly set forth in this Agreement, the Company reserves all right, title, and interest (including all intellectual property and proprietary rights) in and to (a) the Product; (b) the Marks; and (c) any other technology and system(s) that the Company provides or use to provide the Product. You do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in the Product, the Marks, or other technology and system(s) (including third- party technology and system(s)), except for the limited use and access rights described in this Agreement.

10.2. Other than the rights and interests expressly set forth in this Agreement, you

reserve all right, title, and interest (including all intellectual property and proprietary rights) in and to your Content. The Company will not disclose your Content, except: (a) if you expressly authorize us to do in connection with your use of the Product; or (b) as necessary to provide the Product to you, or to comply with the Agreement or the request of a governmental or regulatory body, subpoenas, or court orders.

10.3. In the event you elect, in connection with the Product, to make suggestions for improvements to the Product, or the Marks (collectively, "Feedback"), the Company shall own all right, title, and interest in and to the same, even if you have designated the Feedback as confidential, and the Company shall be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title, and interest in and to the Feedback to the Company and agree to provide the Company such assistance as the Company may require to document, perfect, and maintain their rights to the Feedback.

## **11. Term; Termination**

11.1. This EULA commences as of the Effective Date and shall be automatically renewed for succeeding monthly terms until Customer's termination of the executed Monthly Plan. Customer may terminate the Monthly Plan with or without cause at any moment. Upon termination, Customer shall be solely responsible for the Fees and considerations up to the current billable month, at the time of termination, and pursuant to the executed Monthly Plan.

11.2. If any one or more of the provisions of this Agreement is breached, the license granted by this Agreement is hereby terminated.

11.3. Nevertheless, in the event of such termination, all the provisions of this Agreement which operate to protect the rights of the Company shall continue in force, as specified in Section 10.

## **12. Notice**

12.1. Except as otherwise set forth herein, notices made by the Company to you under this Agreement that affect Company's customers generally (e.g., notices of updated fees, etc.) will be posted on the Accountberry.com Web site at <http://www.accountberry.com/>.

12.2. Notices made by the Company under this Agreement for you or your account specifically (e.g., notices of breach and/or suspension) will be provided to you via the e-mail address provided to the Company in your registration for the Product or in any



updated e-mail address you provide to the Company in accordance with standard account information update procedures the Company may provide from time to time. It is your responsibility to keep your e-mail address current and you will be deemed to have received any e-mail sent to any such e-mail address, upon Company sending of the e-mail, whether or not you actually receive the e-mail.

12.3. Notices made by you to the Company under this Agreement and for questions regarding this Agreement or the Product, you may contact the Company as follows:

info@accountberry.com

### **13. Dispute; Governing Law and Attorney's Fees**

13.1. Notwithstanding anything to the contrary, the Company may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of the Company, its subcontractors or affiliates' intellectual property and/or proprietary rights.

13.2. The parties agree that any legal action arising under or relating to this EULA must be maintained in the courts of the Commonwealth of Puerto Rico including the Federal District Court for the District of Puerto Rico. The laws of the Commonwealth of Puerto Rico will govern this Agreement, excluding the body of laws concerning conflict of laws.

13.3. In any action related to this EULA, if any party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other party shall pay, on demand, the prevailing party's reasonable attorney's fees and reasonable costs.

### **14. Severability**

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.

### **15. Successors and Assigns**

This Agreement will be binding upon, and inure to the benefit of, the parties and their

respective successors and assigns.

## **16. Third Parties**

16.1. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Agreement, you shall be deemed to have taken the action yourself.

16.2. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third-party beneficiary rights.

## **17. Waiver**

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

## **18. Entire Agreement**

18.1. If you are not a Accountberry.com Customer, this EULA, and any other Term or Policy constitute the entire agreement between you and the Company with respect to the Product and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Product.

18.2. If you are a Accountberry.com Customer, this EULA and shall be interpreted in accordance with the Monthly Plan executed with Coquinteractive, Inc. In the event of a conflict between this EULA and the Monthly Plan, this EULA shall prevail.

## **19. Relationship between you and the Company**

Nothing in this Agreement is intended to or creates any type of joint venture, creditor-debtor, escrow, partnership, agency, sales representative or any employer/employee or fiduciary or franchise relationship between you and the Company, nor any of its subcontractors or affiliates.