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1) Identify the copyrighted work claimed to have been infringed;
2) Identify the alleged infringing material requested to be removed, including information reasonably sufficient to have our Copyright Agent locate the material;
3) Information reasonably sufficient to permit our Copyright Agent to contact You, such as a mailing address, e-mail address and telephone number;
4) A statement indicating You have a good faith belief that the alleged infringing material is not authorized by the copyright owner;
5) A statement, under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed, and that the information submitted in the notification is accurate; and
6) A physical or electronic signature of the owner of an exclusive right that is allegedly infringed, or his or her authorized agent.

You may direct all copyright infringement notifications to our Copyright Agent, Thomas Dover of Nossaman LLP, at 777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017; email: tdover@nossaman.com; fax: 213-612-7801 (our “Copyright Agent”). Please submit only DMCA notices to the Copyright Agent. All other feedback, comments, requests for technical support, or other communications should be directed to SQN. You acknowledge that if You fail to comply with all of the above DMCA requirements, Your DMCA notice may not be valid.

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Identification of the material that has been removed or to which access has been disabled, and the location where the material appeared before it was removed or disabled;

2) A statement that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material;

3) Your name, address, e-mail address, telephone number, a statement that You consent to federal court jurisdiction in California, and a statement that You will accept service of process from the person who provided notification of the alleged infringement; and

4) Your physical or electronic signature.

If a counter-notice is received by Our Copyright Agent, We may send a copy of the counter-notice to the original complaining party informing that individual that the removed material may be replaced on the Website, or We may disable it in 10 business days. Unless the complaining party copyright owner files an action seeking a court order against the allegedly infringing content provider, the removed content may be replaced, or access restored, within 10 to 14 business days or more, following receipt of the counter-notice.

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You further expressly agree to indemnify and hold SQN, and Our employees, directors, officers, agents, and assigns, harmless from and against any and all liability and expenses, including reasonable defense costs and legal fees, caused by Your use of the Website and/or the Services, or the dissemination and possession of any content You received through Your use of the Website and/or the Services.

TERMINATION

We shall have the right in Our sole discretion to terminate Your use of the Website and the Services if You are found to have used the Website and/or the Services in a manner inconsistent with these Terms. In addition, We may change, suspend or discontinue all or any aspect of the Website or
the Services, including their availability, at any time, and may suspend or terminate Your use of the Services at any time and for any reason.

PRIVACY

SQN’s Privacy Policy (the “Privacy Policy”) will apply to all personal information collected in connection with Your use of the Website or the Services. Our Privacy Policy can be found and accessed on the home page of the Website or by clicking this link Privacy Policy.

GOVERNING LAW

The Website and the Services are created, controlled and provided by SQN in the United States of America. We are based in the State of California. As such, the construction and performance of these Terms will be governed by the internal, substantive laws of the State of California without regard to its choice of law rules. You and We each hereby irrevocably consent and submit to the exclusive jurisdiction of the state and federal courts located in San Francisco, California in any legal action, equitable suit or other proceeding arising out of or related to these Terms. You and We further consent to personal jurisdiction over each of You and Us, respectively, which may be effected by service of process sent by registered or certified mail addressed to such party at (in the case of SQN) the address set forth in these Terms, and (in the case of You) at any address you may have provided on the Website. You and We each hereby irrevocably waive any right You or We may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section, and You and We hereby irrevocably waive and agree not to plead or claim in any such proceeding, that such action or proceeding brought in accordance with this section has been brought in an inconvenient forum.

MISCELLANEOUS

Failure by SQN to insist upon strict performance of any part of these Terms, or delay in or failure to exercise any rights or remedies to which We are entitled, shall not constitute a waiver of such right or remedies, nor shall any amendment or the termination of these Terms by Us operate as a waiver of any of its terms. Any express waiver of any breach of these Terms by Us does not constitute a waiver of any subsequent breach of these Terms. Waivers shall only be valid if recorded in writing and signed by the waiving party.

If any provision of these Terms is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from these Terms and the remaining provisions shall continue in full force and effect as if these Terms had been posted without the invalid, illegal or unenforceable provision.

The provisions of the Warranty and Disclaimer section above, including, without limitation, all provisions pertaining to liability and indemnity, as well as any other paragraphs that are necessary to give effect to that section, shall survive any amendment or the termination of these Terms. We reserve the right to make changes to the Website and/or to the Services, including these Terms, at any time.

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These Terms, and all documents referred to herein, including the Privacy Policy, constitute all the terms and conditions applicable to Your access to and use of the Website and the Services and govern Your use of the Website and the Services, superseding any prior terms, conditions, understandings or agreements regarding the subject matter hereof. SQN may revise, amend, or modify these Terms from time to time. Notice of any revision, amendment, or modification will be posted on the Website. These Terms may not be amended or modified by You except by means of a written document signed by both You and an authorized representative of SQN. By continuing to use the Website after the amendments are effective, you accept and agree to abide by them.

COMPANY INFORMATION

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