

Bruce Street Cloud Drive

End User License Agreement

THIS IS A BINDING AGREEMENT BETWEEN BRUCE STREET PTY. LTD. ACN 112 537 080 ("BRUCE STREET") AND YOU OR THE LEGAL ENTITY YOU REPRESENT (COLLECTIVELY, "YOU").

PLEASE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT. YOU WILL BE ASKED TO ACCEPT THIS AGREEMENT AND CONTINUE TO INSTALL THE SOFTWARE. BY INSTALLING, COPYING OR OTHERWISE USING THIS SOFTWARE YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE LIMITATIONS ON LIABILITY SET FORTH HEREIN. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT LEGAL ENTITY TO THIS AGREEMENT.

IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE SOFTWARE AND YOU MUST IMMEDIATELY UNINSTALL THE SOFTWARE.

THIS AGREEMENT WILL NOT APPLY IF YOU AND BRUCE STREET HAVE SIGNED A "HARD COPY" AGREEMENT FOR THE LICENSE OF THE SOFTWARE WHEREUPON TERMS VARY FROM THIS AGREEMENT.

IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT: BRUCE STREET PTY LTD, BRIGHTON LE SANDS, SYDNEY, 2216, AUSTRALIA

This Agreement sets forth the terms and conditions of your use of the accompanying Cloud Drive software product (together with any updates thereto provided by Bruce Street, "Software") and the related user manuals and other documentation ("Documentation").

1. Limited Software License.

(a) Grant. Bruce Street hereby grants to you, and you hereby accept, subject to the terms and conditions set forth herein, a non-exclusive, non-transferable license, without the right to sublicense, to (i) use the computer-executable object code of the Software solely for the purposes of accessing and using the data storage service ("Service") made available by the provider or providers chosen from time to time by you (each, a "Cloud Provider"); and (ii) use the Documentation in connection

therewith. Your license shall be effective only for such period as you have paid to Bruce Street all applicable fees.

(b) Ownership. You acknowledge that (i) all right, title and interest in and to all copies of the Software and Documentation, and all patents, copyrights, trade secrets, trademarks and other proprietary rights embodied therein or associated therewith, are and shall remain with Bruce Street or its third party licensors; (ii) no right or interest in the Software or Documentation is conveyed other than a limited license to use them in accordance with this Agreement; (iii) the Software and Documentation are protected by the copyright laws of the Australia; and (iv) Bruce Street asserts that the Software and Documentation embody valuable confidential and secret information of Bruce Street, the development of which required the expenditure of considerable time and money.

(c) Copying. You may, at your own expense, make a reasonable number of copies of the Software and Documentation for archival and back-up purposes only; provided that you include on each such copy all copyright or other proprietary notices contained on such Software and Documentation.

(d) No Modification. You agree that you shall not (i) modify or alter the Software, (ii) create derivative works of the Software, (iii) decompile, disassemble, decode or reverse engineer the Software, translate the Software or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying the Software or reduce the Software by any other means to a human-perceivable form; (iv) bypass, delete or disable any copy protection mechanisms or any security mechanism.

(e) Certain Other Obligations. You agree that you (i) shall not sell, transfer, lend, provide or otherwise make available, or disclose to third parties, the Software or Documentation; (ii) shall not alter or remove any copyright or other proprietary notices contained in the Software or Documentation; and (iii) shall take all reasonable precautions to prevent unauthorized or improper use of the Software and Documentation.

(f) Components. You shall not use any component contained in or provided with the Software separately from your use of the Software. Certain of the components are provided by third parties and are subject to additional licensing terms and restrictions. Those licensing terms and restrictions are set forth in the Documentation and are also available for your review at www.CloudDrive.com.au.

(g) Additional Restrictions Applicable to Trial Licenses. If you have a trial license, your right to use the Software shall terminate on the expiration date shown on the user login page. Your use of the Software under a trial license may also be subject to such capacity limitations as Bruce Street may impose.

2. Use of the Software and Service.

(a) Communications. You are responsible for obtaining and maintaining all of the hardware, software and services that you may need to access and use the Software and Service. Without limiting the foregoing, you must pay all charges, taxes and other costs and fees related to obtaining Internet access, telephone, computer, and other equipment, and any communications or other charges incurred by you to access the Software and Service. Bruce St shall not be liable for any downtime of the Service for any reason.

(b) Passwords. You are responsible for protecting and safeguarding any keys, certificates, passwords, access codes, user ID's or other login information (collectively, "Passwords") that have been provided to you or that are generated in connection with your use of the Software or the Service. You are fully responsible for all activities that occur under your Passwords. Without limiting the foregoing, you are responsible for all charges applicable to data and information transmitted to and stored under your account on the Service via the Software. You will not disclose or make any Passwords other than to your authorized employees and shall use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Services.

(c) Content. You warrant that you are the owner of or legal custodian of all programs, data or other information transmitted via the Software to the Service (the "Content") and have the full authority to transmit and store the Content on the Service via the Software. You hereby authorize the storage on the Service of such Content as you elect to transmit via the Software. You acknowledge that you bear sole responsibility for adequate security, protection and backup of your Content on your computer. You understand that the Software and Service may store and backup files that are no longer usable due to corruption from viruses, software malfunctions and other causes, which might result in you restoring files that are no longer usable. Without limiting the generality of Section 5, Bruce Street will have no

liability to you for any unauthorized access to, or use, alteration, corruption, deletion, destruction or loss of any of your Content.

(d) Encryption. The contents of your data files are encrypted before they are transmitted to the Service. Bruce Street or your Cloud Provider may have the ability to decrypt your data files. However, Bruce Street will not decrypt your data files unless Bruce Street determines that it must do so to comply with a law, regulation, subpoena, warrant, or order of a court or governmental agency.

(e) Downtime. You acknowledge that your access to and use of the Service may be suspended for the duration of any scheduled or unscheduled downtime or unavailability of any portion or all of the Service for any reason, including as a result of power outages, system failures or other interruptions, or any other acts, omissions or failures on the part of your Cloud Provider(s).

(f) Suspension, Limitation or Termination. Bruce Street shall be entitled, without liability to you, to suspend, terminate or limit your access to the Service at any time if such access is suspended, terminated or limited by your Cloud Provider(s) for any reason, including, without limitation in the event (i) that Bruce Street or such Cloud Provider determines that the Software or Service is being used in violation of applicable federal, state or local law or ordinance; (ii) that Bruce Street or such Cloud Provider determines that the Software or Service is being used in an unauthorized or fraudulent manner; (iii) that such Cloud Provider determines that the use of the Service adversely affects such Cloud Provider's equipment or service to others; (iv) Bruce Street or such Cloud Provider is prohibited by an order of a court or other governmental agency from providing the Software or Service; (v) of a denial of service attack or any other event which such Cloud Provider determines, in its sole discretion, may create a risk to the Service or to any other customers if the Service were not suspended; or (vi) of a security incident or other disaster that impacts the Service or the security of your Content or any other data stored with such Service. In addition, Bruce Street shall have the right to deny or suspend access to the Software or Service in the event you fail to pay any amount due Bruce Street when due or you breach any other term of this Agreement. Without limiting the generality of Section 5, Bruce Street shall have no liability for any damages, liabilities or losses as a result of any suspension, limitation or termination of your right to use the Software or Service.

(g) User Conduct and Responsibility; Compliance with Applicable Laws. Use of the Service (including the transmission of any Content you choose to store through the Software with the Service) is subject to all applicable local, state, national and international laws and regulations, including but not limited to the United States export laws. You agree to comply with such applicable laws and regulations and with the specifications described in the Service documentation or the applicable transaction documentation from the authorized distributor or reseller from which you obtained the Software or Service, and not to (i) use the Service for illegal purposes, (ii) transmit or store material that may infringe the intellectual property rights or other rights of third parties or that is illegal, tortious, defamatory, libelous, or invasive of another's privacy; (iii) transmit or store Content belonging to another party without first obtaining all consents required by law from the Content owner for transmission of the Content to the Service for storage within the country provided by the Cloud Provider; (iv) transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs; (v) interfere with or disrupt servers or networks connected to the Service; or (vi) attempt to gain unauthorized access to the Service, the accounts of other Service users, or computer systems or networks connected to the Service.

(h) Transition to Another Cloud Provider. You may from time to time desire to change your Cloud Provider or add an additional cloud provider supported by Bruce Street and, in connection therewith, to transfer all or a portion of your Content to one or more other cloud providers supported by Bruce Street. You will be responsible for the fees associated with the use of such other cloud provider(s) for the period following such transfer. In addition, if you utilize the professional services of Bruce Street to assist you in connection with such transfer, you will be responsible for Bruce Street's then current charges for such professional services. In the event that your Cloud Provider ceases to make Services available, you may elect to transfer your Content to one or more other cloud providers supported by Bruce Street. You will be responsible for the fees associated with the use of such other cloud provider(s) for the period following such transfer. Bruce Street will use reasonable efforts to notify you promptly in the event that it becomes aware that your Cloud Provider intends to cease to make Services available.

(i) Changes to the Software and Service. Bruce Street has the right to change, modify, update, add to, discontinue or retire the Software or Service and any aspect

or feature thereof, including but not limited to, the hours of availability, equipment needed for access or use, and the type of files that can be stored. Bruce Street will provide notice of material change to the Software or Service by posting them at www.CloudDrive.com.au. It is your responsibility to check the Bruce Street website periodically to inform yourself of any changes.

3. Personal Data. As used herein, the term “Personal Data” means any data or information that is identifiable to specific individuals. You acknowledge that the Service may be used to process information that may be regulated by privacy or data protection laws. Bruce Street shall act only on your instructions in processing any Personal Data. You hereby instruct Bruce Street to take such steps in the processing of Personal Data as are reasonably necessary to the performance of Bruce Street’s obligations under this Agreement, and agree that such instructions constitute your full and complete instructions as to the means by which Personal Data shall be processed by Bruce Street (and its Cloud Provider(s)). To the extent that any privacy or data protection laws impose an obligation upon Bruce Street to comply with an individual’s request for access to or correction of their Personal Data, you agree that you shall satisfy such obligations. Bruce Street agrees that it shall forward any such individual requests that it receives to you and shall reasonably assist you, at your request and expense, to satisfy such obligations. You agree that it may be necessary for Bruce Street to access your data to respond to your request for assistance with any technical problems and/or queries, and all such access will be logged by the Service. You shall hold Bruce Street, its subcontractors, suppliers and licensors harmless from any and all data protection claims relating to such access. Bruce Street agrees that it shall: (i) not use Personal Data except for the purposes of delivering the Services contemplated by this Agreement and in accordance with the terms of the Bruce Street Privacy Policy, which is posted at www.CloudDrive.com.au; (ii) upon termination of this Agreement, remove Personal Data in accordance with your written instructions; (iii) implement security measures reasonably designed to safeguard Personal Data against unauthorized access, loss, destruction, damage or disclosure; and (iv) provide reasonable support to you in complying with any legally mandated request or demand made by any court or governmental authority responsible for enforcing privacy or data protection laws.

4. Limited Warranty.

(a) Software. To the maximum extent permissible under applicable law, the software and any third party software are provided on an “as is” and “as available” basis, with all faults. Bruce Street warrants solely to you that (i) Bruce Street has the right to grant to you the license granted herein; (ii) Bruce Street has taken commercially reasonable steps to ensure that the Software is free of computer viruses; and (iii) the Software, when used in accordance with the terms of this Agreement, will function substantially in accordance with the Documentation. Bruce Street’s sole obligation hereunder with respect to any failure to so function shall be to use reasonable efforts to correct any such failure. Bruce Street shall have no obligation for any failure resulting from (i) the use or combination of Software with any other software or hardware not supported by Bruce Street; (ii) causes external to the Software, such as problems with the hardware, network or other infrastructure with which the Software is used; (iii) improper use of the Software; or (iv) any modification of the Software by anyone other than Bruce Street. No advice or information given by Bruce Street, its agents, or its subcontractors or their respective employees will vary the terms of this agreement or create any warranty. Bruce Street is not responsible for defacement, misuse, abuse, neglect, improper use of the services by you, force majeure event such as improper electrical voltages or current, repairs, alterations, modifications by others, accidents, fire, flood, vandalism, acts of God, or the elements. To the maximum extent permissible under applicable law, Bruce Street technical support is not warranted and is used at your own risk. Bruce Street and its licensors make no warranty regarding transactions executed and content and information accessed by using the Software. To the extent that any limitation in this section is not permitted by applicable law, such limitation will not apply to you to the extent it is barred by applicable law.

(b) No Warranty With Respect to Service. Bruce Street makes no warranty whatsoever with respect to the Service.

(c) Disclaimer. Bruce Street HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Without limiting the generality of the foregoing, Bruce Street does not warrant that the Software or Service will meet your requirements or operate without interruption or be error free.

5. Limitation of Liability.

(a) IN NO EVENT WILL BRUCE STREET, ANY OF ITS LICENSORS, OR ANY CLOUD PROVIDER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES (EVEN IF BRUCE STREET HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME).

(b) YOU AGREE THAT THE MAXIMUM LIABILITY OF BRUCE STREET ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL FEES RECEIVED BY BRUCE STREET FROM YOU FOR THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD.

(c) You may not bring any suit or action against Bruce Street for any reason whatsoever more than one year after the cause of action accrued.

6. Support. Bruce Street will provide customer support to you in accordance with its standard Support Policy which is in effect from time to time and posted at www.CloudDrive.com.au. Bruce Street reserves the right to change its Support Policy, or to discontinue providing support, at any time, by posting such changes at www.CloudDrive.com.au. In providing support, Bruce Street may use a variety of tools to aid in the process of resolving your issues as a user and may request that you provide Bruce Street with additional information in order to resolve these issues. You hereby grant Bruce Street the right to use those tools and any information you provide to Bruce Street in order to provide you with support.

7. Intellectual Property Infringement.

(a) By Bruce Street. Except as set forth below, Bruce Street will defend at its expense any action brought against you to the extent that it is based on a claim that the Software, when properly used within the scope of this Agreement, infringes a United States patent, copyright or trade secret of any third party and Bruce Street will pay any costs, damages and reasonable attorneys' fees finally awarded against you in such action which are attributable to such claim; provided that (i) Bruce Street is notified in writing promptly of the claim; (ii) you permit Bruce Street to assume sole

control of the defense, compromise or settlement of said claim; and (iii) you provide to Bruce Street reasonable cooperation, information and assistance in connection therewith. If a final injunction is obtained against your use of the Software by reason of infringement or if in Bruce Street's opinion the Software is likely to become the subject of a successful claim of such infringement, Bruce Street may, at its option, either procure for you the right to continue using the Software or replace or modify the same so that it becomes non-infringing (so long as the functionality is essentially unchanged). In the event that neither of the foregoing is reasonably available, Bruce Street may require you to cease the use of the Software.

(b) By You. Bruce Street shall have no liability to you, and you shall, on terms comparable to those set forth in Section 7(a), defend and indemnify Bruce Street against, claims of infringement based on (i) the use or combination of Software with any other software or hardware not supported by Bruce Street, if such infringement would not have occurred but for such use or combination; (ii) any modification of the Software by anyone other than Bruce Street; or (iii) the use of other than the current version of Software, if such version was made available by Bruce Street with notice that such version was being provided in order to avoid an alleged or potential infringement.

(c) The foregoing states the entire liability of Bruce Street with respect to infringement or alleged infringement of any patent, copyright, trade secret or other proprietary right.

8. Indemnification. To the maximum amount permissible under applicable law, you shall indemnify and hold Bruce Street, its parents, subsidiaries, affiliates, officers, directors, employees and agents harmless from and against any third party claims, demands, costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees, made by any third party arising out of or in connection with use of the Software.

9. Term and Termination.

(a) Term. This Agreement shall commence upon your receipt of the Software and shall continue in effect until termination in accordance with this Section.

(b) Termination By You. You shall have the right to terminate this Agreement at any time by discontinuing use of the Software and notifying Bruce Street thereof;

provided, however, that you shall not in any event be entitled to any refund of any fees previously paid.

(c) By Bruce Street. Bruce Street shall have the right to terminate this Agreement at any time upon notice to you in the event that you breach any of your obligations under this Agreement and such breach is not cured within fifteen (15) days after notice thereof.

(d) Consequences of Termination. Upon termination of this Agreement for any reason, you shall cease to use the Software and Documentation, shall return to Bruce Street or destroy all copies of the Software and Documentation, shall erase all copies which are stored in computer memory or hard disk or other similar forms or media, and shall, within ten days of such termination, furnish written notice to Bruce Street that all such copies have been returned or destroyed.

(e) Content Preservation, Retrieval or Transfer. In the event of a temporary or permanent suspension of your access to Services, (i) Bruce Street will not take any action to intentionally erase or delete your Content stored on the Service; and (ii) applicable fees will continue to accrue. In the event of the termination of this Agreement you will need to retrieve your Content directly from your Cloud Provider, in which event Bruce Street will provide you with such information as may be required in order to transfer the management of your account to such Cloud Provider, within a reasonable timeframe, once notified of such action as required.

(f) Survival. The following shall survive the termination of this Agreement: (i) all liabilities accrued under this Agreement prior to the effective date of termination; (ii) all provisions of Sections 1(b), 3, 4, 5, 7, 8, 9 and 10 of this Agreement. Subject to the provisions of Section 5 hereof, the rights provided in this Section 9 shall be in addition to any and all rights and remedies available to a non-defaulting party at law or in equity upon any breach of this Agreement by the other party.

10. Miscellaneous.

(a) Entire Agreement. Unless the parties have executed a "hard copy" agreement for the license of the Software, this sets forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. No term or condition of your purchase order or other document provided to Bruce Street which is different from,

inconsistent with, or in addition to the terms and conditions set forth herein will be binding upon Bruce Street.

(b) Modification; Waiver. Bruce Street shall have the right to amend the terms and conditions of this Agreement at any time, effective upon posting of an updated version of this Agreement at www.CloudDrive.com.au. Bruce Street shall use reasonable efforts to provide you with notice of changes to this Agreement, but you are responsible for regularly checking the Bruce Street website to inform yourself of such changes. Continued use of the Software or Service after any such changes are posted shall constitute your consent to such changes. The waiver by either party of a breach of any provision hereof shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of such party to avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia as if made in and performed entirely within the state of New South Wales. The parties expressly reject any application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods. All disputes, actions, claims or causes of action arising out of this Agreement or the Software or Service shall be subject to the exclusive jurisdiction of the state and federal courts located in New South Wales, and you hereby consent to the jurisdiction of such courts.

(d) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, but you may assign or otherwise transfer this Agreement or your rights and duties only with the prior written consent of Bruce Street, except that you may assign this Agreement, without the prior written consent of Bruce Street, to the successor of all or substantially all of your assets or business, provided that such assignee agrees in writing to be bound by the terms hereof.

(e) Severability. In the event that any provision contained herein shall for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, to such extent such provision shall be deemed null and void and severed from this Agreement, and the remainder hereof shall remain in full force and effect.

(f) Notices. Except as otherwise provided, notices under this Agreement shall be delivered by email addressed to the other party at such address as is set forth in the

applicable order or such other email address as you may provide from time to Bruce Street by modifying your user profile at www.CloudDrive.com.au

(g) Compliance With Laws. You agree to comply at all times with all laws, rules and regulations applicable to your use of the Software and Services.

(i) Headings. The headings of the sections of this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.