

VS1 CLOUD SOFTWARE LICENSE

Version: 2024.05.05 - 05/29 and above

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PLEASE READ THIS LICENSE CAREFULLY.

This agreement is between you, personally and the entity or organization that you represent (the Licensee) and VS1 Cloud & VS1 Cloud Software (the Licensor).

You agree there is no option to make further claims outside VS1 Cloud Pty Ltd within the country where your first monthly payment was made and that any form of Corporate Vail option, does not apply here.

You agree that you cannot include any other associated company or corporate of any form, unless the express permission is given by the original VS1 Cloud Company that you made your first month payment to.

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No refunds for any reason, including non-use, will be granted.

If you viewed the software prior to installation, either via a free trial or any form of demonstration, then you have agreed that the software is "Fit for Purpose" and is working as you intended. You take full responsibility to ensure that the software will work as you intend and if you have any doubts, again do not install the software, go back to the trial version and test this, or get a further demonstration of the software to see exactly what you intend, and what you require is working as intended.

BY INSTALLING, UPDATING AND USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT INSTALL OR UPDATE, OR USE THE SOFTWARE.

1. License

The software is licensed, not sold. This agreement only gives you some rights to use the software. VS1 Cloud reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- a) work around any technical limitations in the software.
- b) reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation.
- c) publish the software for others to copy.
- d) rent, lease or lend the software.
- e) transfer the software or this agreement to any third party.
- f) By updating the software, you accept any and all updated Software Licence Agreements and Software Additions Contracts.

2. Use

- a) The Software may be loaded on one computer only and used by one person only, at any one time. If more than one person is to use the Software at the same time or the Software is to be loaded on more than one computer, you must obtain an additional License for each additional person or computer.
- b) Under no circumstances is the software to be used for live transactions, if it is not a "Production" version. If your software version has the words Beta, Alpha or Dev after it, then it is considered non-production. Any use, of any sort of a beta, alpha or test version of the software, is strictly prohibited on your live file. Any breach of

this clause, irrelevant of who advises or recommends, removes all legal warranties from VS1 Cloud and all of its associates.

Any use of a "Alpha", "Beta" or test version is "Not Fit for Purpose" and you take full responsibility, if you or any parties make the decision to use these test environments on your live file, this includes any and all recommendations, be they written or verbal, from any and all employees, affiliates or associates of VS1 Cloud.

Alpha, Beta and test version are strictly for testing only, do not use on your live file, irrelevant of any form of advice given.

3. Maintenance of Software

- a) The Licensor is not required to enhance or upgrade or provide technical support for the Software free of charge.
- b) The licensee fully understands and accepts that failure to pay the monthly fee will lock all access to data and the software and that access to the data will only be available upon a catch up of the monthly fee.
- c) The Licensee is responsible for maintaining the security of the Software, Security Access Codes and Documentation from unauthorised access, use or damage.
- d) The licensee acknowledges that they are fully responsible for backing up all of their data and while the licensor may offer the backup service, they are by no means in anyway shape or form responsible for the result or storage of those backups. All responsibility of backing up and restoring data falls on the Licensee.

4. Risk

Risk of loss or damage to the Software, the Media and the Documentation shall pass to the Licensee upon delivery of the Software to the Licensee.

5. Licensor Warranty

- a) Subject to clauses Where conditions, warranties or other rights for your benefit are implied in this License or otherwise conferred by the Trade Practices Act of the relevant country and it is not lawful to exclude them, then those conditions, warranties and other rights will (but only to the extent required by law) apply to this License. Other than as set out in this License, all implied conditions, warranties and rights are excluded from this License. The Software is provided "as is" and without any representations by the Licensor or any of its authorised distributors regarding the use, performance or results of the use, of the Software.
- b) The Licensor warrants that the media on which the Software is recorded is free from defects in manufacture for a period of 30 days from the date of delivery. During this period the Licensor will replace any defective media on which the Software was supplied and any Software on that media, free of charge.
- c) While the Licensor has endeavoured to make sure that the Software works, the Licensor does not guarantee that the Software will work on all computer hardware platforms or configurations and makes no warranty that the Software will be error free or that use will be uninterrupted.

6. Limit of Licensor Liability

- a) Where conditions, warranties or other rights for your benefit are implied in this License or otherwise conferred by the Trade Practices Act of the relevant country and it is not lawful to exclude them, then those conditions, warranties and other rights will (but only to the extent required by law) apply to this License. Other than as set out in this License, all implied conditions, warranties and rights are excluded from this License.
- b) The Licensor and its authorised distributors will not be liable to you or any other person for any indirect loss, damages, costs or expenses suffered by you or any other person relating to the performance, non-performance or any breach of this License or the supply of the Software. The Licensor's maximum liability for damages arising in connection with this License or the supply of the Software is limited to the amount of Five Hundred Dollars only (\$500). This includes any liability that may arise out of any third-party claims.
- c) You agree that the Licensor and its authorised distributors will not be liable, other than as expressly set out in this License, and that you will indemnify the Licensor and its authorised distributors in respect of any liability, loss, damage, costs or expenses which you may suffer or incur as a result of your use of the Software (including any claims made against you by third parties).
- d) The Licensor and its authorised distributors disclaim all liability for any corruption of data, inability to access data, breach of privacy, downtime as a result of or arising from the use of any link between the Software and any other Software including financial institutions, if applicable. In order to use these banking services, you must have received a fulfilment kit from your financial institution, which includes Conditions of Use. Your use of the services constitutes your agreement that these services are provided by your financial institution and

not by the Licensor. Please see your financial institution's Conditions of Use for a complete description of your rights.

e) Under no circumstances will the Licensor, its suppliers, agents or employees be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the Use of the Software or inability to use the Software even if the Licensor has been advised of the possibility of such damage.

7. Tax, GST or VAT (Tax Laws)

The Tax laws and regulations are subject to change and the Software may not be correct at the date upon which you make use of the Software. However, the help contained in this Software is not a substitute for professional advice. The Tax legislation is of a complex nature and legal and accounting advice should be obtained before taking any action in reliance on this Software. The Licensor, its employees, agents, contractors and the authors disclaim any and all liability and responsibility to any person, whether a user of this Software or not, in respect of anything (including, without limitation, any error in or omission from this Software) and of the consequences of any actions taken or omitted to be taken in reliance, whether wholly or partially, upon all or any part of the content, recommendations or help contained in this Software.

8. Termination

The License may be terminated by the Licensor, if you are in breach of this License or as otherwise set out in this License.

- a) Clauses Maintenance of Software, Licensor Warranty and Limit of Licensor Liability will survive the termination of this License. Termination of this License will not prejudice any right which the Licensor may have, or but for the termination may have had, against you for a breach of this License.
- b) For the purpose of this Agreement, the following are terminating events: -
 - I. The breach or threatened breach by you of any of your material obligations under this agreement;
 - II. The appointment of any type of insolvency administrator in respect of your property or affairs;
 - III. The entry or proposed entry by you into any scheme, composition or arrangement with your creditors;
 - IV. The permanent discontinuance of use of the Software or any part of the Software by you;
 - V. The merger with or the takeover of you by another person;
 - VI. Any event described in this Agreement as a terminating event
- c) The License may be terminated immediately by the Licensor on the happening of a terminating event at the option of the Licensor.
- d) Immediately a terminating event specified in this Agreement occurs, the Licensee must immediately return to the Licensor the Software and all copies of the Software, or revisions, enhancements and upgrades of the Software, the Media and Documentation. Alternatively, if the supplier requests the Licensee to destroy such Software, copies, revisions, enhancements and upgrades by erasing them from the Media the Licensee must destroy as requested and certify in writing to the Licensor that they have been destroyed.
- e) Any termination of the License shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of this Agreement, which is expressly or by implication intended to continue in force after such termination.
- f) Upon the termination of this License, you or your representative must destroy the Software, user's manual and related materials and any copies of them which you possess or return or dispose of them in the manner directed by the Licensor.

9. Term of License

The term of this License is for a period of one (1) month (the "Term") or one (1) year, depending on the agreed estimate, commencing from the first date the Software is installed or activated by the Licensor, The Software will automatically cease to operate at the expiry of the Term unless the Licensee pays to the Licensor the Monthly or yearly Maintenance Fee whereupon the License will be extended for a further Term. This agreement is not limited by any time frame.

10. Acknowledgement

- a) The Licensee acknowledges that all outstanding matters with the Licensor have been notified to the Licensor in detail and that the Licensee must notify the Licensor of any further matters, within thirty (30) days of the completion of the training period or first day of installation, whichever is the sooner. The licensor must acknowledge these outstanding matters and be signed off by both parties, otherwise all matters are considered closed and complete, including the original contract.

b) Any and all outstanding Additions/Changes or Amendments (See clause 14) have been documented on the 'Software Additions Contract' and have been signed off as outstanding by both parties within the 30 days.

11. General

- a) This License is governed by the laws of the relevant country
- b) This License contains the entire agreement between the Licensor and you in relation to its subject matter and supersedes any prior agreements and understandings, whether written or oral.
- c) Variations to this must be in writing and signed by both parties.
- d) Copyright vests in the Licensor in respect of all material related to this License.

12. Payment Terms

- a) The Order amount agreed upon will be fixed for sixty (60) days from the date of this order. After that period the Licensor shall be entitled to amend the order amount to take into account any increases.
- b) Invoices received for any additional work, are due and Payable on Receipt.
- c) All outstanding Invoices that are overdue will incur a 10% Administration Fee, compounding per month.

14. Additions/Amendments to the Software

- a) The Licensee acknowledges and accepts that it has been provided with a 'Software Additions Contract' by the Licensor and that any additions sought by the Licensee, must be expressed in the executed 'Software Additions Contract' and returned to the Licensor within the 30 days as expressed in clause 11 and prior, to the commencement of those additional works. This includes any and all works asked for based on the original contract.
- b) The terms and conditions of the Software Additions Contract will not supersede the terms and conditions contained herein. The Licensee will be bound by the terms and conditions of each contract, insofar as they may apply.
- c) The Licensee will be required to make payment to the Licensor, of the amount provided by the Licensor in its quotation. The Licensee is not entitled to withhold any payments due to the Licensor pursuant to this agreement and/or the quotation, as a result of any executed 'Software Additions Contract.'
- d) Any and all Additions/Changes or Amendments of any form to the Software will be covered under the additions contract.
- e) The licensee acknowledges that any Additions/Changes or Amendments made after the original contract signing, do not form any part of the original contract.
- f) It is expressly agreed that if any Additions/Changes or Amendments after the original contract have been requested by the client, then the original contract is considered fully delivered, as requested, and that these Additions/Changes or Amendments form a new contract that has absolutely no effect whatsoever, on the original contract for the supply and installation of the software.
- g) Should the client not continue to use the software, for any reason, then the licensor is entitled to full recovery of the cost of these Additions/Changes or Amendments, at a rate of \$1500 (USD) per day, irrelevant of the format given to the Licensor. Be it verbal, in writing or any manner as deemed given by the licensor and is considered as an addition by the Licensor.
- h) The licensee expressly acknowledges that any Additions/Changes or Amendment will only be accepted by the Licensor, once the licensor signs the Software Additions Contract for that particular Addition/Change or Amendment. The licensor reserves the right to do any particular Addition/Change or Amendment without this Software Additions Contract signed at its sole discretion. The licensee acknowledges that this in no way forms a precedent, as the Licensor may see value in this Amendment.
- i) The licensee agrees that it is their full responsibility to ensure they have a signed "Software Additions Contract" from the licensor.
- j) NO SIGNED SOFTWARE ADDITIONS CONTRACT, MEANS NO OBLIGATION BY THE LICENSOR TO DO THE CHANGES.

15. Disputes

a) Any dispute or claim relating in any way to the VS1 Cloud software or this agreement, will be resolved by binding arbitration, rather than in court.

The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply relevant country law, to all other matters. All issues, except clause 15 (c) are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

b) We each agree that any and all disputes must be brought in the parties' individual capacity and not as a plaintiff or class member, in any purported class or representative proceeding.

By entering into this agreement and agreeing to arbitration, you agree that you and VS1 Cloud are each waiving the right to file a lawsuit and the right to a trial by jury. In addition, you agree to waive the right to participate in a class action or litigate on a class-wide basis. You agree that you have expressly and knowingly waived these rights.

c) The only exception to clauses 15 (a and b) is in the failure of the licensee to make required payments.

d) If the licensee has failed to make any payment on time, the licensee agrees that an administration fee of 10%, compounding, per month will be added to the value of any outstanding invoices and any additional works required, other than the administrator fee, will incur a \$400 per hour cost.

16. Social Media and Confidentiality

All parties agree, including you personally and the entity or organization that you represent, that nothing shall be posted to any sort of media regarding any and all dealing between the parties. This includes the use and functionality of the software, support activities, intellectual property and any financial information obtained by either party.

17. Your Personal Information

You can view this agreement at any time as it made available on the website. You agree to the applicable VS1 Cloud Privacy Statement and any changes published by VS1 Cloud and notified to you via the website. You agree that VS1 Cloud may use and maintain your data according to this agreement, as part of the Services. This means that VS1 Cloud may use your data to improve the Services or to design promotions and to develop new products or services. VS1 Cloud is a global company and may access or store personal information in multiple countries, including countries outside of USA and Australia to the extent permitted by applicable law.

18. Personal Data.

If you are providing data to us that is not personal to you, you warrant and agree that you have obtained all necessary consents and permissions from, and provided all necessary disclosures to, the owner of such personal data (being the person(s) to whom such personal data relates) as required by applicable law, for us to:

- a) Use or disclose the data in accordance with our Privacy Statement,
- b) Move the data outside of the country of residence of such owner of the personal data, if applicable,
- c) Provide the data to Third Party Products that you approve, and
- d) Otherwise use and disclose the data in accordance with this Agreement. You acknowledge and agree that VS1 Cloud may provide data in your account to any Additional Users to which that data is applicable or personal to.

19. Public Content.

As a User you may have the opportunity to share your data, Content, or ways in which you aggregate data ("Account Content") with other Users, other VS1 Cloud customers, and other third parties. When sharing any Account Content, you agree not to share any confidential information. If you have the option of accessing another User's Account Content, you understand and agree that the Account Content is being provided by the User, and not VS1 Cloud, for information and guidance purposes only, and VS1 Cloud and such User are not responsible in any way for your use the Account Content.

20. Telephone numbers.

You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that VS1 Cloud may use your telephone number for "multi-factor authentication" ("MFA"), to confirm your identity and help protect the security of your account. Part of the MFA identity verification process may involve VS1 Cloud sending text messages containing security codes to your telephone number. You agree to receive these texts from VS1 Cloud containing security codes as part of the MFA process. In addition, you agree that VS1 Cloud may send automated text messages and pre-recorded voice messages to the telephone number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services.

21. Restricted Use of the Services.

You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of VS1 Cloud or could subject VS1 Cloud to liability to third parties, including:

- a) unauthorized access, monitoring, interference with, or use of the Services or third-party accounts, data, computers, systems or networks;
- b) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks;
- c) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting;
- d) viewing or other use of any Content that, in VS1 Cloud's opinion, is prohibited under this Agreement;
- e) any other activity that places VS1 Cloud in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or
- f) attempting to probe, scan, penetrate or test the vulnerability of an VS1 Cloud system or network or to breach VS1 Cloud's security or authentication measures, whether by passive or intrusive techniques. VS1 Cloud reserves the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

22. Community forums.

The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. VS1 Cloud does not support and is not responsible for the Content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which VS1 Cloud is not responsible.

23. VS1 Cloud may freely use feedback you provide.

You agree that VS1 Cloud may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant VS1 Cloud a perpetual, worldwide, fully transferable, sub-Licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to VS1 Cloud in any way.

24. VS1 Cloud may monitor Content.

VS1 Cloud may, but has no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect VS1 Cloud or its customers, or operate the Services properly. VS1 Cloud, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

25. VS1 Cloud does not give professional advice.

Unless specifically included with the Services, VS1 Cloud is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

26. Not a Financial Planner, Broker or Tax Advisor.

Neither VS1 Cloud nor Services are intended to provide legal, tax or financial advice. VS1 Cloud is not a Financial Planner, Broker or Tax Advisor. VS1 Cloud is intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through VS1 Cloud may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstance.

27. We may tell you about other VS1Cloud Services.

You may be offered other services, products, or promotions by VS1 Cloud ("VS1 Cloud Services"). Additional terms and conditions and fees may apply to those other VS1 Cloud Services. With some VS1 Cloud Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant VS1 Cloud permission to use information about your business and experience to help us to provide the VS1 Cloud Services (including other products and services you might be interested in), to develop new products and services, and to enhance the Services.

28. Communications.

VS1 Cloud may be required by law to send you communications about the Services or third-party products. You agree that VS1 Cloud may send these communications to you via email or by posting them on our websites.

29. You will manage your passwords and accept updates.

You are responsible for securely managing your password(s) for the Services and to contact VS1 Cloud if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.