

ENGLISH

NORTH DEVELOPMENT CO.

SOFTWARE LICENSE AGREEMENT FOR Ecrypt software

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT (“LICENSE”) CAREFULLY BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT INSTALL AND/OR USE THE SOFTWARE AND, IF PRESENTED WITH THE OPTION TO “AGREE” OR “DISAGREE” TO THE TERMS, CLICK “DISAGREE”.

IMPORTANT NOTE: To the extent that this software may be used to reproduce, modify, publish or distribute materials, it is licensed to you only for reproduction, modification, publication and distribution of non- copyrighted materials, materials in which you own the copyright, or materials you are authorised or legally permitted to reproduce, modify, publish or distribute. If you are uncertain about your right to copy, modify, publish or distribute any material, you should contact your legal advisor.

1. General.

A. The software (including machine code), documentation, interfaces, content, fonts and any data accompanying this License, as may be updated or replaced by feature enhancements, software updates, security responses, system files, or system restore software provided by North, whether on internal storage, on removable media, on disk, on any other media or in any other form, are licensed, not sold, to you by North Development Company (“North Dev Co.” or “North”) for use only under the terms of this License. North retains ownership of the Software itself and reserve all rights not expressly granted to you. You agree that the terms of this License will apply to any North-branded application software product that may be included with the software, unless such product is accompanied by a separate license, in which case you agree that the terms of that license will govern your use of that product.

B. North, at its discretion, may make available future Software Changes. North Software Changes, if any, may not necessarily include all existing software features or new features that North releases for newer or other versions of the software. The terms of this License will govern any North Software Changes provided by North, unless such Software Changes are accompanied by a separate license, in which case the terms of that license

will govern.

C. Title and intellectual property rights in and to any content displayed by or accessed through the Software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. Except as otherwise provided herein, this License does not grant you any rights to use such content nor does it guarantee that such content will continue to be available to you. You are prohibited from republishing, retransmitting or reproducing any images accessed through News or Maps as a stand-alone file.

2. Permitted License Uses and Restrictions.

A. Preinstalled and Single-Copy Apple Software License. Subject to the terms and conditions of this License.

B. Mac App Store License. If you obtained a license for the Software from the Mac App Store or through an automatic download, then subject to the terms and conditions of this License and as permitted by the Services and

(i) to download, install, use and run for personal, non-commercial use, one (1) copy of the Software directly on each computer running an Apple Inc. endorsed version of macOS or a Microsoft Corporation endorsed version of Windows, where supported by North, or a Linux Foundation endorsed variant of the Linux Shell Based Operating System, where supported by North, that you own or control;

(ii) If you are a commercial enterprise or educational institution, to download, install, use and run one (1) copy of the Apple Software for use either: (a) by a single individual on each of the Computer(s) that you own or control, or (b) by multiple individuals on a single shared Computer that you own or control. For example, a single employee may use the Software on both the employee's desktop Computer and laptop Computer, or multiple students may serially use the Software on a single Mac Computer located at a resource centre or library; and

(iii) to install, use and run up to two (2) additional copies or instances of the Software, or any prior variant of the software or subsequent release of the Software generated by North, within virtual operating system environments on each computer you own or control that is already running the Software, for purposes of: (a) software development; (b) testing during software development; or (d) personal, non-commercial use.

Except as expressly permitted in Section 3, the grant set forth in Section

2B(iii) above does not permit you to use the virtualised, cloned or generated copies or instances of the Software in connection with service bureau, time-sharing, terminal sharing or other similar types of services.

C. Volume or Maintenance License. If you obtained the Apple Software under a volume or maintenance license program with North, the terms of your volume or maintenance license will determine the number of copies of the Software you are permitted to download, install, use and run on approved computers, as listed on the approved distribution license, you own or control. Except as agreed to in writing by North, all other terms and conditions of this License shall apply to your use of the Software obtained under a volume or maintenance license.

D. Content Caching Features.

1. To the extent that North and/or its affiliates make particular software and/or content available for caching (e.g., applicable content from the Mac App Store or another applicable distribution source) ("Eligible Content"), certain features of the Software (the "Content Caching Features") may automatically download and locally cache such Eligible Content on your approved computer that is running the Software (for purposes of this Section, such approved computer is referred to as the "Caching Enabled Computer"). **By using the Content Caching Features of the Software, you agree that North may download and cache such Eligible Content on your Caching Enabled Computer.**

2. The Content Caching Features of the Software are for use only on a Caching Enabled Computers you own or control and solely for purposes of expediting the delivery of such Eligible Content to authorised end users within your home, company or organisation. You understand that such users may need to separately authenticate with North and/or its affiliates prior to receiving the Eligible Content and that the expedited delivery of Eligible Content through the use of your Caching Enabled Computer will not modify the terms under which you or your end users receive such Eligible Content.

3. You are not authorised to deploy your Caching Enabled Computer with the Content Caching Features enabled on a network you do not own or control (or which you are not legally authorised to use for such purposes), or to permit access to such Eligible Content from end users outside of your home, company or organisation. You agree to only use the Content Caching Features for your own personal, non-commercial use or for internal use within your company or organisation, and only as expressly permitted herein. You may not provide a service to third parties that integrates with or

leverages services or information provided by the Content Caching Features or uses the Content Caching Features in any way.

4. By enabling the Content Caching Features of the Software, you agree that North may store, monitor, and secure the Eligible Content on your Caching Enabled Computer, and may collect and use technical information about your Caching Enabled Computer and related networks, including but not limited to, hardware identifiers and IP addresses, for such purposes. You agree not to disable, disrupt, hack, circumvent, or otherwise interfere with North's verification, storage or authentication mechanisms, digital signing, digital rights management, or other security mechanisms implemented in or by the Software, services, the Eligible Content, or other North and/or affiliated software or technology, or to enable others to do so.

5. North reserves the right to stop making Apple Eligible Content available for caching on your Caching Enabled Computer (e.g., some content that you may have previously cached may not be available for subsequent caching) and to remove any cached Eligible Content from your Caching Enabled Computer at any time in its sole discretion, and North shall have no liability to you in such event. You understand that such caching of Eligible Content may not be available in all countries or regions. You may remove the cached Eligible Content and disable the Content Caching Features at any time.

E. Remote Desktop Connections. Subject to the terms and conditions of this License, when remotely connecting from another computer or electronic device (each a "Device") to an approved computer that is running the Software (for purposes of this Section, such approved computer is referred to as the "Home Computer"), whether through the Screen Sharing feature, other softwares, either provided by different organisations or derived of self development, or through any other means.

F. Other Use Restrictions. The grants set forth in this License do not permit you to, and you agree not to, install, use or

run the Software on any non-approved computer, or to enable others to do so. You agree not to remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Software. Except as otherwise permitted by the terms of this License or otherwise licensed by North: (i) only one user may use the Software at a time, and (ii) you may not make the Software available over a network where it could be run or used by multiple computers at the same time. Except as expressly permitted in Section 3, you may not rent, lease, lend, sell, redistribute or sublicense the Software.

G. Backup Copy of Information. You may not make a copy of the Software in machine-readable form for backup purposes or any other means; a copy of the stored information may be obtained or generated, when it does not include propriety information, Copyrighted and/or protected information or software bound under this License. North Application code and firmware is provided only for use on approved hardware as dictated by the license and you may not copy, modify or redistribute the North Application code and firmware, or any portions thereof.

H. Migration of Existing Software. If you use Setup/Migration Assistant to transfer software from one computer to another computer, please remember that continued use of the original copy of the software may be prohibited or unavailable once a copy has been transferred to another computer, unless you already have a licensed copy of such software on both computers or have properly prepared the application to migrate to a new environment. You should check the relevant software license agreements for applicable terms and conditions. Third party software and services may not be compatible with this Software and installation of this Software may affect the availability and usability of such third party software or services.

I. No Reverse Engineering. You may not, and you agree not to or enable others to, copy (except as expressly permitted by this License or by the Usage Rules if they are applicable to you), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or any services provided by the Software or any part thereof.

J. Compliance with Laws. You agree to use the Software and the Services (as defined in Section 6 below) in compliance with all applicable laws, including local laws of the country or region in which you reside or in which you download or use the Software and Services. Features of the Software and the Services may not be available in all languages or regions and some features may vary by region.

K. North Software Changes. The Software will not check with North for Software Changes. If a change is available, the change must be willingly download and install onto your computer by the user from an approved distribution location and, if applicable, your peripheral devices, as referred to in the Software License provided on your Computer System. **By using the Software, you agree that North is not liable to download and install automatic Software Changes onto your computer and your peripheral devices for any reasons.**

3. Transfer.

A. If you obtained the Software preinstalled on hardware or if you obtained your license to the Software from an approved App Store, an approved online distribution location controlled by North and/or by an endorsed affiliated company or through a software update, you may make a one-time permanent transfer of all of your license rights to the Software (in its original form as provided by North) to another party, provided that: (i) the Software is transferred together with your hardware; (ii) the transfer must include all of the Software, including all its component parts and this License; (iii) you do not retain any copies of the Software, full or partial, including copies stored on a computer or other storage device, unless it is personally copyrighted data as outlined in section 2.G, in which all accordances outlined in section 2.G must be followed; and (iv) the party receiving the Software reads and agrees to accept the terms and conditions of this License. For purposes of this License, if North provides an update (e.g., version 10.14 to 10.14.1) to the Software, the update is considered part of the Software and may not be transferred separately from the pre-update version of the Software.

B. You may not transfer any North Software that has been modified or replaced. All components of the Software are provided as part of a bundle and may not be separated from the bundle and distributed as standalone applications or components. Note that the Software provided with a particular hardware product might not run on other models of hardware.

C. Any copy of the Software that may be provided by North for promotional, evaluation, diagnostic or restorative purposes may be used only for such purposes and may not be resold or transferred.

4. Consent to Use of Data. Certain features included in the Software may require information from your computer to complete/fulfil their respective functions. At all times your information will be treated in accordance with North's Privacy Policy, which can be viewed at: <https://github.com/NorthDevCo/Ecrypt>

5. Confidentiality.

A. Confidential Information. As used herein Confidential Information shall mean all confidential or proprietary information disclosed orally, through a digital medium or another physical medium by one Party to the other that is identified as confidential or whose confidential nature is reasonably apparent. Confidential Information of Customers shall include Customer Data; Confidential Information of Ecrypt shall include the Services; and Confidential Information of each Party shall include the terms and

conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving Party; (b) was in the receiving Party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving Party; (e) is required to be disclosed by law; or (f) De-Identified Data.

B. Protection of Confidential Information. Each Party agrees to (i) hold the other's Confidential Information in confidence, (ii) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and (iii) not use or disclose such Confidential Information other than in connection with the performance of its obligations hereunder or as otherwise authorised by this Agreement. Notwithstanding the foregoing, either Party may disclose any of the other Party's Confidential Information to its employees or consultants or other associated members/affiliates that have a need to know such Confidential Information in connection with such Party's performance under this Agreement and that have agreed to be bound by confidentiality obligations similar to those in this Section.

C. Protection of Sensitive Data. Without limiting the above, Ecrypt and through extension North Development Corporation shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Ecrypt shall not (a) modify Sensitive Data, (b) disclose Sensitive Data except as compelled by law in accordance with the "Compelled Disclosure" section below or as expressly permitted in writing by the Customer or Organisation entering into agreement as dictated with this or another binding License made with North, or (c) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

D. Compelled Disclosure. The receiving Party may disclose the Confidential Information of the disclosing Party if it is compelled by law to do so, provided the receiving Party gives the disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure. If the receiving Party is compelled by law to disclose the disclosing Party's Confidential Information as part of a civil proceeding

to which the disclosing Party is a party, the disclosing Party will reimburse the receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information, as decided by Dispute Resolution (Section 6) listed below.

E. Obligations on Termination. Upon expiration or termination of this Agreement, Ecrypt will: (a) immediately cease all use Customer's Confidential Information where provided by the user; and (b) upon Customer's written confirmation and request, within thirty (30) calendar days after such expiration or termination, Ecrypt and through extension North Development Corporation will confirm in writing to the Customer that it has permanently erased, destroyed or returned to the Customer its Confidential Information, as well as any copies thereof on any media or in any form. Notwithstanding the foregoing, Ecrypt may retain (i) Customer Data for a period of thirty (30) days in order to fulfil its obligations to Australian Consumer and Civil Practices Laws, and (ii) any Customer Data strictly as required by applicable laws, regulations, court orders, subpoenas or other legal process for archival purposes. In addition, any failure of Ecrypt to return or destroy electronic copies of Customer Data that are automatically generated through data backup and/or archiving systems shall not be deemed to violate the provisions of this Section, provided that Ecrypt shall not use such back-ups or archived copies for any purpose and such copies shall be subject to all confidentiality obligations set forth herein.

6. Dispute Resolution.

A. All disputes and questions whatsoever which shall arise between North and you in connection with this Service Agreement, or the construction or application thereof or any provision contained in this Service Agreement/Licenses or as to any act, deed or omission of any party or as to any other matter in any way relating to this Service Agreement/Licenses, shall be resolved by arbitration. Such arbitration shall be conducted by a single arbitrator.

The arbitrator shall be appointed by agreement between the parties or, in default of such agreement, such arbitrator shall be appointed by a Judge of the NSW Supreme Court of Justice in Sydney, as dictated by Australian Consumer Laws, upon the application of any of the parties and such judge shall be entitled to act as such arbitrator, if he, she or they so desires.

Unless otherwise agreed to by the parties, arbitration shall be held in the City of Sydney, Province of New South Wales, Australia. The procedure to be followed shall be agreed to by the parties or, in default of such

agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the Commercial Arbitration Act 2010 (NSW). The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

7. Termination. This License is effective until terminated. Your rights under this License will terminate automatically or otherwise cease to be effective without notice from Apple if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the Apple Software and destroy all copies, full or partial, of the Apple Software. Sections 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of this License shall survive any such termination.

8. Disclaimer of Warranties.

A. If you are a customer who is a consumer (someone who uses the Software outside of your trade, business or profession), you may have legal rights in your country of residence which would prohibit the following limitations from applying to you, and where prohibited they will not apply to you. To find out more about rights, you should contact a local consumer advice organisation.

B. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SOFTWARE AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

C. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND NORTH AND NORTH'S LICENSORS (COLLECTIVELY REFERRED TO AS "NORTH" FOR THE PURPOSES OF SECTIONS 8 AND 9) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD

PARTY RIGHTS.

D. NORTH DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE AND SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICES WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE SOFTWARE OR SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THIS SOFTWARE MAY AFFECT THE AVAILABILITY AND USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES, AS WELL AS NORTH PRODUCTS AND SERVICES.

E. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NORTH OR AN NORTH AUTHORISED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLE SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL NORTH, ITS AFFILIATES, AGENTS OR PRINCIPALS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION (INCLUDING WITHOUT LIMITATION COURSE INSTRUCTIONS, ASSIGNMENTS AND MATERIALS), BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE OR SERVICES OR ANY THIRD PARTY SOFTWARE, APPLICATIONS OR SERVICES IN CONJUNCTION WITH THE SOFTWARE OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS

LIMITATION MAY NOT APPLY TO YOU. In no event shall North's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of two hundred and fifty dollars (A.U.\$250.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

NOTWITHSTANDING ANY OTHER TERMS IN THIS LICENSE, IF THE CONSUMER CONTRACT

10. Digital Certificates. The Software contains functionality that allows it to accept digital certificates either issued from North or from third parties. YOU ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON A CERTIFICATE WHETHER ISSUED BY NORTH OR A THIRD PARTY. YOUR USE OF DIGITAL CERTIFICATES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NORTH MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, SECURITY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO DIGITAL CERTIFICATES. You agree that (a) you will not falsify or misuse any certificate; (b) you will use digital certificates for legal purposes only and in accordance with any applicable Certificate Policy, Certificate Practice Statement or other Certificate Authority business practice disclosures; (c) you are solely responsible for preventing any unauthorised user from making use of your digital certificates; (d) you are solely responsible for preventing any unauthorised user from making use of the private key associated with your digital certificate; and (e) you will revoke any of your certificates that you have reason to believe have been compromised. North's Certificate Policy and Certificate Practice Statements may be found at: <https://github.com/NorthDevCo>.

11. Controlling Law and Severability. This License will be governed by and construed in accordance with the laws of the State of New South Wales, excluding its conflict of law principles. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If you are a consumer based in the United Kingdom, this License will be governed by the laws of the jurisdiction of your residence. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

12. Complete Agreement; Governing Language. This License constitutes the entire agreement between you and North relating to the Software and supersedes all prior or contemporaneous understandings regarding such

subject matter. No amendment to or modification of this License will be binding unless in writing and signed by North. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern, to the extent not prohibited by local law in your jurisdiction.