

RONIN

< End User Licence Agreement (EULA) version 1.0, May 2018 >

IMPORTANT - PLEASE READ CAREFULLY

WARNING: PERMISSION TO USE THE SOFTWARE IS CONDITIONAL UPON YOU AGREEING TO THE TERMS SET OUT BELOW. THESE TERMS SET OUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. BY CLICKING THE "I ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND TO BE A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "I DO NOT ACCEPT" BUTTON OR LEAVE THE WEBSITE.

By accepting this agreement, you are warranting to Umbrella Digital that you are authorised to do so on behalf of your university, employer or principal (as applicable). The licence granted under this Agreement is only given on your acceptance of all of its terms and will be subject to your continued compliance with them.

OPERATIVE PART – THE PARTIES AGREE AND DECLARE AS FOLLOWS:

1) Definitions

- a) "Agreement" means this End User Licence Agreement (EULA);
- b) "Intellectual Property" means all patents, industrial designs, copyright, registered and unregistered trademarks and any right to apply for registration of any of the foregoing, and any other rights of a similar nature recognised anywhere in the world;
- c) "Licence" means the licence set out in clause 2;
- d) "Licensee" means You;
- e) "Licensor" means Umbrella Digital;
- f) "Permitted Use" has the meaning "The Licensee may Use the Software by:
 1. Running Software on Licensee's website and server;
 2. Publishing the Software's output to Licensee and third parties where required for the Licensee's business;
 3. Distribute verbatim copies of Software's output (including compiled binaries)."
- g) "Software" means Ronin production version – Cloud orchestration engine, consumer portal and collaboration platform and includes any Upgrades provided by Umbrella Digital during the Term;
- h) "Source Code" means the text listing of commands compiled or assembled into the Software or Improvements;
- i) "Umbrella Digital" means Umbrella Digital Pty Ltd (ACN 617 798 937).

2) Licence

- a) Provided that the Licensee obtained the Software from Umbrella Digital in accordance with any conditions notified on the Ronin Website <https://ronin.cloud> or otherwise in writing, then from the date the Licensee satisfies those conditions Umbrella Digital grants them a non-exclusive and non-transferable licence for the Term to access one copy of the the Software in accordance with its standard functionality.
- b) This licence of the Software extends to any enclosed or related documentation that Umbrella Digital chooses, in its absolute discretion, to provide to the Licensee.

RONIN

- c) Umbrella Digital discloses that parts of the Software comprise Third Party Rights. To the extent that the Umbrella Digital is unable to grant a sublicense to the Licensee in respect of third party rights, the Licensee must obtain its own licence to exercise the Third Party Rights comprised in the Software and Improvements including:
 - i) jQuery and jQuery UI - Foundation projects are released under the terms of the license specified in the project's repository or if not specified, under the Massachusetts Institute of Technology (MIT) License which is a free software license originating at the MIT, the terms of which are available at <https://opensource.org/licenses/MIT>. In respect of the MIT License, the following applies, as required by the MIT License:

“Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

 - b. The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.
 - c. The Software in the MIT License is provided “as is” without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement. In no event shall the authors or copyright holders be liable for any claim, damages or other liability whether in an action of contract, tort or otherwise, arising from, out of or in connection with the MIT Licensed software or the use or other dealings in the MIT Licensed software.”
 - ii) Bootstrap - is released under the Massachusetts Institute of Technology (MIT) License and is copyright 2015 Twitter.
 - iii) Bootstrap Tags Input - is released under the MIT License and is a free software license originating at the, the terms of which are available at <https://opensource.org/licenses/MIT>
 - iv) bootstrap-select2 - is released <http://www.apache.org/licenses/LICENSE-2.0>
<http://www.gnu.org/licenses/gpl-2.0.html>
 - v) AWS PHP SDK - is released under the Apache License Version 2.0, January 2004.
 - vi) ATlassian SOFTWARE
 - a. Atlassian products are subject to the Atlassian Customer Agreement:
 - b. <https://www.atlassian.com/legal/customer-agreement>
 - c. <https://www.atlassian.com/legal/third-party-code>
 - d. <https://www.atlassian.com/legal/reseller-agreement>

The Licensee confirms acceptance of the Atlassian Customer Agreement.

3) Licensee's Undertakings

The Licensee warrant that they shall:

- a) use the Intellectual Property solely for the Permitted Use and not for any other use including, without limitation, not attempting or being involved, directly or indirectly, in any attempt to commercialise or exploit the Intellectual Property for profit or other gain;
- b) not reproduce, make error corrections to or otherwise modify or adapt the Software or create any derivative works based on the Software or allow or assist any third party to do so;
- c) not decompile, disassemble or other reverse engineer the Software;
- d) not modify or remove any copyright or proprietary notices on the Software;
- e) use its reasonable endeavours to:

RONIN

- i) preserve the value and validity of the Intellectual Property;
- ii) prevent use of the Software in any way that could damage the reputation of Umbrella Digital or the goodwill or other rights associated with the Software or the Umbrella Digital's Intellectual Property;
- iii) prevent any third party from using the Intellectual Property other than as set out in this Agreement;
- iv) prevent any person from linking to any page any part of the Software (including via hyperlink or RSS feeds) without Umbrella Digital's written consent; and
- v) create, promote, retain, and enhance the goodwill in the Intellectual Property.
- f) during the Term and after the termination of this Agreement not to allow or facilitate the use, nor exploit the Intellectual Property in a manner in any way detrimental to Umbrella Digital and not contravene, deny or contest the rights subsisting in the Intellectual Property;
- g) take all steps as may be appropriate and available to the Licensee to prevent the infringement of any and all the rights subsisting in the Intellectual Property; and
- h) in connection with the Permitted Use not give any warranty:
 - i) beyond that which the Licensee is obliged in law to give; or
 - ii) which has not been approved in writing by Umbrella Digital.

4) Acknowledgments

- a) Except as expressly stated in this agreement and to the full extent permitted by applicable law, the Software is provided "as-is". Umbrella Digital makes no representations, warranties or conditions of any kind, express or implied, including but not limited to any representations, warranties or conditions regarding the contents or accuracy of the Software, merchantability, fitness for a particular purpose, non-infringement, the absence of latent or other defects, or the presence or absence of errors, whether or not discoverable.

5) Termination

Umbrella Digital may terminate the Licensee's licence to the Software at will and without fault by notifying them via email, including but not limited to the following:

- a) The Licensee commits any breach of this Agreement; or
- b) The Licensee's initial or ongoing access to the Software contravenes any applicable law.

Umbrella Digital may also in its' absolute discretion block individual user accounts or internet protocol (IP) addresses associated with hacking or misus

Effect on termination:

- a) The Licensee acknowledges and agrees that upon expiry or termination of a licence to the Software Umbrella Digital is entitled to remotely deactivate the Software and the Licensee will not take any steps to interfere with or prevent this.
- b) Upon expiry or termination the Licensee agrees to promptly deliver to Umbrella Digital any hard copies of Ronin related documentation in their possession and to delete any soft copies.

6) Limitation of liability

- a) To the full extent permitted by applicable law, in no event shall Umbrella Digital be liable on any legal theory (including, without limitation, in an action for breach of contract,

RONIN

negligence or otherwise) for any claim, loss, damages or other liability howsoever incurred.

- b) Without limiting the scope of the previous subclause, the exclusion of liability shall include: loss of production or operation time, loss, damage or corruption of data or records; or loss of anticipated savings, opportunity, revenue, profit or goodwill, or other economic loss; or any special, incidental, indirect, consequential, punitive or exemplary damages, arising out of or in connection with this agreement, access of the Software or any other dealings with the Software.
- c) Applicable legislation (e.g. the Australian Consumer Law) may apply representations, warranties, or conditions, or impose obligations or liability on Umbrella Digital that cannot be excluded, restricted or modified to the full extent set out in the express terms of this clause above. To the extent that such 'consumer guarantees' continue to apply, then to the full extent permitted by the applicable legislation, the liability of Umbrella Digital under the relevant 'consumer guarantee' is limited (where permitted at Umbrella Digital's option) to one of following remedies or substantially equivalent remedies:
 - i) the repair or replacement of the Software, or supplying relevant services again; or
 - ii) by refunding the Software license fee paid by the Licensee.

7) General

- a) By accessing Ronin, the Licensee may be submitting information, including personal information as defined in the Privacy Act 1988 (Cth), to Umbrella Digital and other third parties over the internet. This may include an automatic connection to the internet to check for the availability of updates, or in order to process other automated requests.
- b) The address for notices are the email addresses of the user's account for the Licensee, and admin@ronin.cloud for the Licensor, or such other address for a party notified by that party to the other party in writing from time to time;
- c) This Agreement is governed by the laws of Australian Capital Territory (ACT) and the parties submit to the non-exclusive jurisdiction of the Courts of the ACT, Australia.
- d) If any provision of this Agreement is illegal or invalid, then that provision may be severed from this Agreement and the rest of the Agreement remains in effect.