

BLUEDOT TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ("TERMS") COMPRISE A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU ("YOU" OR "YOUR" OR "CLIENT" AS DEFINED HEREIN) AND BLUEDOT INDUSTRIES PTY LTD ("BLUEDOT") (EACH, A "PARTY" AND TOGETHER, THE "PARTIES"). "YOU" OR "YOUR" OR "CLIENT" MEANS INDIVIDUALS OR ENTITIES THAT DISTRIBUTE CLIENT APPLICATIONS (AS DEFINED BELOW) UNDER THEIR OWN BRAND AND ANY INDIVIDUALS OR ENTITIES THE CLIENT COMMISSIONS, ENGAGES OR CONTRACTS, REGARDLESS OF WHETHER PAYMENT HAS BEEN PROVIDED, TO DEVELOP THE CLIENT APPLICATIONS OR PROVIDE ADVICE OR SERVICES IN RELATION TO THE CLIENT APPLICATIONS, FOR WHICH BLUEDOT SERVICES OR SOFTWARE (AS DEFINED BELOW) ARE INTEGRATED, RECOMMENDED OR OTHERWISE PROVIDED IN ACCORDANCE WITH THESE TERMS. BY SUBSCRIBING TO THE SERVICES OR SOFTWARE, YOU AGREE TO BE BOUND BY THESE TERMS, AS MAY BE MODIFIED FROM TIME TO TIME. DO NOT SUBSCRIBE TO, ACCESS OR OTHERWISE USE THIS SITE, SERVICES AND/OR SOFTWARE OR ANY INFORMATION CONTAINED ON THE SITE IF YOU DO NOT AGREE WITH ALL OF THESE TERMS. YOUR USE OF SOFTWARE, SERVICES AND SITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY ALL OF THE TERMS SET FORTH BELOW. BLUEDOT MAY MAKE CHANGES TO THE SERVICES AND SOFTWARE OFFERED ON THIS SITE AT ANY TIME. IN ADDITION, BLUEDOT MAY MAKE CHANGES TO THESE TERMS AT ANY TIME, IN WHICH CASE BLUEDOT WILL POST A NOTICE OR NOTICES OF THE CHANGES AND THE UPDATED TERMS AND/OR SEND AN E-MAIL NOTIFICATION TO THE E-MAIL ADDRESS OF RECORD FOR ADMINISTRATORS ACTING ON BEHALF OF CLIENTS. YOUR CONTINUED USE OF THE SERVICES AFTER BEING NOTIFIED OF SUCH CHANGES MEANS THAT YOU AGREE TO THE NEW TERMS, EVEN IF YOU HAVE NOT REVIEWED THE CHANGES.

ARTICLE I: PASSWORD RESTRICTED AREAS

You must be a current subscriber to the Services or an individual user must be authorized by You to access and use the Services. Each individual user must have distinct Bluedot Credentials (as defined herein) to access the Services. You are solely and fully responsible for the actions of all individual users to whom You have issued Bluedot Credentials or have otherwise permitted access to Your Bluedot account. You shall ensure that all users of Your account fully comply with these Terms and the terms and limitations of Bluedot's [Privacy Policy](#). "Bluedot Credentials" means the login name and password You select or receive when You become a subscriber to the Services. You are responsible for maintaining the confidentiality of the Bluedot Credentials you have created, received, authorized or issued. You agree to notify Bluedot immediately of any unauthorized use of Your account or Bluedot Credentials, including by any individual user to whom You have issued Bluedot Credentials or any other breach of security known to You. You are responsible for activities that occur in Your Bluedot account.

ARTICLE II: BLUEDOT SERVICES, LICENSES AND GENERAL USE RESTRICTIONS

2.1 BLUEDOT SERVICES, SITE AND SOFTWARE. Bluedot provides You with a web-based services platform (collectively, the "Services") which is accessible through the Bluedot [website](#) (or any successor or related URL) (collectively the "Site") that may be used by You in the development and/or management of mobile applications ("Client Applications"). Bluedot also provides You with one or multiple Software Development Kits ("SDK"), that contains multiple Application Programming Interfaces ("API"), available on the Site for integration and use in Client Applications (the SDKs, APIs and any and all related services and documentation available on the Site, are herein collectively referred to as the "Software"). Bluedot will implement upgrades to the Software solely at Bluedot's discretion. You must obtain an API key to use the Software ("Software Key") from Bluedot. You agree not to share Your Software Key with any third party or use a Software Key that

has been issued to a third party by Bluedot, and You agree to be responsible for the acts and/or omissions of any third party that uses the Software Key issued to You.

2.2 LICENSE. Subject to the terms and conditions of these Terms, Bluedot grants You a royalty-free, fully paid up, worldwide, non-sublicensable, non-transferable, non-exclusive, limited license to: (a) use the Software solely for the purpose of enabling Client Applications to use the Software, Services and Site, subject to the specific Usage Limitation (as defined below) for which You have paid the applicable fees; and (b) pursuant to a EULA (as defined below), provide End Users (as defined herein) access to the Services solely through the API and the Client Applications, provided that You shall not embed the Software such that it is accessible in any way to the End Users. "End User(s)" means the individual who uses the Client Application for personal, non-commercial or internal business use pursuant to the terms of a EULA (as defined below), including, without limitation, any of Your employees who are using Client Applications for internal business purposes.

2.3 BLUEDOT MATERIALS. Bluedot offers certain information, documents and products on the Site, including content, text, graphics and images that are not Customer Data or Third Party Content (both as defined below) (collectively "Bluedot Materials") which are the sole and exclusive property of Bluedot or its suppliers. Bluedot grants You a non-exclusive, non-sublicensable license to use the Bluedot Materials solely in connection with Your use of the Software, Services and Site, as expressly permitted by these Terms. Except as for the limited licenses granted herein, You acknowledge that You have no right, title or interest in or to any Bluedot Materials on any legal basis.

2.4 RESTRICTED USE. You may use the Software, Services, Site and Bluedot Materials for the purpose of enabling Client Applications, but not to develop or operate a competing service. You shall not provide access to the Services on a stand-alone basis. Except as otherwise expressly provided in these Terms, You agree not to, nor permit any other third party to: (a) adapt, alter, modify, decompile, translate, disassemble, reverse engineer or otherwise attempt to derive the source code of the Software or Services or any component thereof; (b) create license keys that enable the Software; (c) copy the Software except as provided in Section 2.5 (End User Terms); (d) use the Software or Services for any high risk activities or non-legitimate purpose; (e) use the Software or Services in any way that adversely affects the functionality or performance of the Services, Software or Site provided by Bluedot; (f) sell, rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare or use for any service bureau purposes the Software or Services, or any portion thereof, in a manner that contravenes these Terms; (g) remove any proprietary notices from the Services, Software, Site or Bluedot Materials furnished or made available hereunder; (h) publish or disclose to third parties any evaluation of the Services, Software or Site without Bluedot's prior written consent; (i) use the Services or Software in automatic, semi-automatic or manual tools designed to create virus signatures, virus detection routines, or any other data or code for detecting malicious code or data; (j) use the Services or Software in connection with any mission critical application, product, service or facility, such as for the operation of emergency services, nuclear facilities, air traffic control or life support systems, where the use or failure of the Services or Software could lead to death, personal injury, severe property damage or environmental damage. You understand that the Services or Software are not designed for such purposes and that their failure in such cases could lead to death, personal injury, or severe property or environmental damage for which Bluedot is not responsible to you or any third party or entity; (k) You will not use the Services or Software in connection with any product, service, application or use (including advertising) that promotes or constitutes illegal activity, is adult-themed, contains sexual, violent or criminal content, relates to the sale of tobacco or alcohol to individuals under the age of legal consumption, gambling, "get-rich-quick" or similar

schemes, or firearms, fireworks or ammunition, advocates violence or any act of intimidation, harassment, physical force or discrimination motivated by hostility to a person's race, ethnic background, religious belief, sex, age, disability or sexual orientation, or violates any civil or criminal law.

If You are interested using the Services or Software for an purpose other than the activities permitted under these Terms, you must obtain Bluedot's prior written consent and explicitly agree to any further terms and conditions required by Bluedot at its discretion.

2.5 END USER TERMS. Before delivering or providing an End User with access to a Client Application, You shall require the End User to accept the terms of a legally binding end user license agreement containing the provisions at least as restrictive as those provisions identified in Appendix A ("EULA"). Client agrees to distribute the Client Applications to End Users only for purposes that are legal and in accordance with these Terms and any applicable laws, rules and regulations. Client shall be liable for the acts and/or omissions of each End User in breach of the terms set forth in the EULA, these Terms or any applicable laws, rules and regulations.

2.6 THIRD PARTY COMPONENTS. Certain Third Party Components included in the Software or Services shall be subject to various other terms and conditions imposed by the licensors of such Third Party Components. As applicable, the terms of Your use of the Third Party Components is subject to and governed by their respective licenses, except that this Section 2.6 ("Third Party Components"), Section 11 ("Disclaimer of Warranties"), Section 12 ("Limitation of Liability") and Section 13 ("Damages Cap") of these Terms also govern Your use of the Third Party Components. Bluedot can provide a list of the Third Party Components upon request. You agree to comply with the terms and conditions contained in all such Third Party Component licenses with respect to the applicable Third Party Components.

ARTICLE III: USAGE LIMITATION AND OVERAGES

The usage parameters of the Services offered to you by Bluedot shall depend upon the specific Services tier which is applicable and for which you have paid the relevant fees to Bluedot ("Usage Limitation"), in accordance with Bluedot's [Billing Policy](#). You agree to pay any and all applicable fees for any usage, including usage that exceeds the Usage Limitation ("Overages").

ARTICLE IV: FEES AND PAYMENT TERMS

4.1 FEES AND PAYMENT TERMS. You must purchase a license to use the Services and Software, on the basis of a monthly subscription or an alternative licensing arrangement agreed to by Bluedot ("Bluedot License").

You agree to pay Bluedot all applicable fees for Your Bluedot License ("Fees"), and You hereby authorize Bluedot to charge You for such applicable Fees in accordance with Bluedot's [Billing Policy](#).

4.2 TAXES. You shall be solely responsible for and shall pay all sales, use, value added, goods and services, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of Your use of the Site, Software and Services; excluding, however, income taxes on Bluedot's net income or any other tax that by their nature or legislative requirement is the sole responsibility of Bluedot. Bluedot will include any such taxes and duties in the Billing Facility. You hereby indemnify and hold Bluedot harmless from and against the payment of any and all sales or similar taxes, including any

penalties or interest thereon. Your obligations pursuant to this Section shall survive any termination or expiration of this Agreement.

4.3 ELECTRONIC COMMUNICATIONS. The Parties consent to receiving electronic communications from Each Party and its affiliates. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or the Services. The Parties agree that any notices, agreements, disclosures or other communications that are sent electronically will satisfy any legal communication requirements, including that such communications be in writing.

ARTICLE V: CLIENT DATA AND CLIENT PORTAL

5.1 CLIENT DATA. You acknowledge that You are responsible for all content, data, information and materials, whether visual, written or audible, that You or Your End Users send through and/or upload onto the Site through the use of the Software and Services, including, without limitation, geolocation data, commercial information, audio, video, photos, messages, text and graphics ("Client Data"), and that you, and not Bluedot, will have full responsibility for all Client Data, including its legality, reliability, appropriateness, originality and copyright. You grant Bluedot a non-exclusive, worldwide, royalty-free license to (in any media now known or not currently known or invented) to use, copy, modify, distribute and display the Client Data, and any portion thereof, in order to provide the Services and Software. Bluedot agrees to provide access to the Client Data only to those End Users who are designated to access Client Data through your Client Applications. Bluedot agrees to manage the Client Data in accordance with Bluedot's [Privacy Policy](#).

5.2 CLIENT'S PRIVACY POLICY. Prior to and as a condition of distribution of Client Applications utilizing the Services, Software and Site, You must have a Privacy Policy in place which covers use of Your Client Application(s). Your Privacy Policy must: (a) be published to Your End Users; (b) apply to the use of location services in or in relation to the Client Application; and (c) if the Client Application accesses, uses, associates, or collects information that can personally, whether directly or indirectly, identify an End User, you must disclose such activities to each End User and obtain each End User's consent before allowing the Client Application to perform such activities. You shall not store the personally identifiable information of End Users on our hosted servers. You shall indemnify, defend, and hold Bluedot harmless from any breach by You of this or breach by You of any provision in Your privacy policy or the Bluedot [Privacy Policy](#).

5.3 BLUEDOT ACCESS. You may operate, manage and view certain transactional and usage data related to Your Client Applications through a portal located on the Site ("Bluedot Access"). Bluedot reserves the right to view transactions related to, and usage of, the Services and Software through Bluedot Access. Bluedot agrees to manage any data collected from Bluedot Access in accordance with its Privacy Policy.

5.4 OWNERSHIP OF CLIENT DATA. You and/or your End Users retain ownership of the copyrights or other intellectual property rights applicable to any Client Data You submit to Bluedot; provided however that Bluedot may use such Client Data on an anonymized and aggregated basis and in accordance with its Privacy Policy for its business purposes. You further agree that you will not upload, post or otherwise make available on the Site or through the Services any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right, and the burden of determining that any material is not protected by any such right is on You. You shall be solely liable

for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from any Client Data.

5.5 CLIENT REPRESENTATIONS AND WARRANTIES. You represent and warrant that: (i) you own and/or have obtained all third party rights, licenses, consents, permission and/or authorizations necessary for Bluedot to utilize the Client Data in accordance with the rights granted to Bluedot above (Ownership of Client Data); and (ii) the posting of the Client Data does not violate the privacy rights, publicity rights, trademark rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Client Data posted or submitted to the Site and/or through the Services.

5.6 POSTING ETIQUETTE. When submitting Client Data to, or otherwise using the Site (including using the forums), You agree not to, nor permit any third party to, without limitation:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Impersonate or represent Bluedot, its staff or other industry professionals.
- Solicit a member's password or other account information.
- Harvest user names, addresses, or email addresses for any purpose other than to conduct Bluedot business.
- Use racially, ethnically, sexually or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Post any content that is mature or adult in nature.

This list of prohibitions is an example and is not complete or exclusive. These prohibitions do not require Bluedot to monitor, police or remove any Client Data or other information submitted by You, any End User or any other user of the Site and/or Services. Bluedot reserves the right to (a) terminate Your access to your Bluedot account or suspend Your ability to submit Client Data through the Services and (b) refuse, delete or remove any Client Data; with or without cause and with or without notice, for any reason or no reason, or for any action that Bluedot determines is inappropriate or disruptive to the Site and/or Services or to any other user of the Site and/or Services. Bluedot may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Bluedot's discretion, Bluedot will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

ARTICLE VI: OWNERSHIP AND RESTRICTED USE; ATTRIBUTION.

6.1 BLUEDOT'S OWNERSHIP. For purposes of these Terms, "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law and any and all other proprietary rights, including in relation to any idea, concept, design, method, modification, rights to patents or concepts, copyright, registered designs, trademarks, software, source codes, tables, flow charts, algorithms, diagrams, plans, techniques, data structures, logical ideas, concepts and processes. Bluedot shall retain ownership of the Site, Software, Services, related and supporting technical and commercial materials, demonstration applications (including any modifications and enhancements to any and all of the foregoing), including all Intellectual Property Rights therein (but excluding any Client Data incorporated therein). Except for the rights expressly granted You by Bluedot under these Terms, all other rights are expressly reserved. There are no implied rights.

6.2 ATTRIBUTION. You may opt to, but have no obligation to, provide Bluedot with attribution as the source of any functionality provided by the Services or Software that You incorporate in Your Client Applications by including Bluedot Marks (as defined herein) in Your Client Applications. Bluedot grants You a royalty-free, fully paid-up, worldwide, non-transferable, non-exclusive, limited license to the specific Bluedot logo and/or name provided on the Site for attribution purposes (collectively, the "Bluedot Marks") solely for the purposes of attributing Bluedot as the source of certain functionality provided by the Services that You incorporate in Your Client Applications. Bluedot will provide upon request logos, content or guidance to facilitate Your use of the Bluedot Marks. Bluedot reserves the right to revise the Bluedot Marks from time to time. You agree that Your use of the Bluedot Marks shall inure solely to the benefit of Bluedot, and that You shall not obtain any rights in the Bluedot Marks beyond the rights expressly granted pursuant to these Terms. You further agree not to register Bluedot's trademarks or confusingly similar trademarks with any governmental authority, and not to challenge the rights of Bluedot to the Bluedot Marks. You shall take all actions necessary, in Bluedot's discretion, to preserve and protect the reputation and good name of Bluedot.

ARTICLE VII: TRADEMARKS

"Bluedot", "Bluedot Innovation", "Bluedot Industries", "Bluedot Point SDK", "Point SDK", "Bluedot Point Access", "Point Access" and any other similar or related name or title that exist from time to time are trademarks of Bluedot and its related entities. All other trademarks, names and logos on the Site are the property of their respective owners.

Unless otherwise specified, all information and screens appearing on this Site including documents, services, site design, text, graphics, logos, images and icons, as well as the selection and arrangement thereof, are the sole property of Bluedot. All rights not expressly granted herein are reserved. Except as otherwise required by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner.

ARTICLE VIII: THIRD PARTY CONTENT

Certain information and content that are not Client Data may be provided by third party licensors and suppliers to Bluedot ("Third Party Content"). The Third Party Content is, in each case, the copyrighted work of the creator/licensor. Unless you have permission from the owner of the Third Party Content, You agree to use such Third Party Content pursuant to the licenses of such Third Party Content. You acknowledge and agree that You have no right to download, cache, reproduce, modify, display (except as set forth here), edit, alter or enhance any of the Third Party Content in any manner unless you have permission from the owner of the Third Party Content.

Bluedot disclaims all express, implied and statutory warranties and conditions with regard to third party content, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights.

ARTICLE IX: LINKS TO THIRD PARTY SITES

This Site may be linked to other third party sites that are not affiliated with Bluedot. Bluedot provides these links to You only as a convenience, and Bluedot is not responsible for the content or links displayed on such third party websites. The third party websites may have different privacy policies and terms and conditions and business practices than Bluedot. Your use of any third party website is subject to the respective terms of use and privacy policies associated with the third party websites. Your dealings and communications with any party other than Bluedot are solely between You and such third party. Any reference on the Site or in Bluedot Materials to any product, process, publication or service of any third party, by trade name, domain name, trademark, trade identity, service mark, logo, manufacturer or otherwise does not constitute or imply Bluedot's endorsement or recommendation.

ARTICLE X: DISPUTES

10.1 You understand that Your interactions and dealings with other users of this Site and/or any End User of a Client Application are solely between You and such other user or End User. Bluedot is not responsible for any loss or damage of any sort incurred as a result of any such interactions or dealings, and Bluedot has no obligation to become involved in any resulting dispute.

10.2 You understand that multiple parties other than Bluedot may be subject to these terms, including in the event there is a Client that distributes Client Applications under their own brand, and individuals or entities the Client commissions, engages or contracts, regardless of whether payment has been provided, to develop the Client Applications being distributed or provide advice or services in relation to the Client Applications being distributed, for which Bluedot Services or Software are integrated, recommended or otherwise provided in accordance with these terms. You understand and agree that You are responsible for resolving any uncertainty or dispute related to the responsibility for, or applicability of, these Terms, including but not limited to any fees that are payable to Bluedot. You agree that Bluedot is not responsible or liable in any way for resolving any uncertainty or dispute related to the responsibility for, or applicability of, these Terms.

ARTICLE XI: DISCLAIMER OF WARRANTIES

DISCLAIMER OF WARRANTIES. YOU AGREE THAT THE SITE, SOFTWARE, SERVICES, BLUEDOT MATERIALS AND DEMONSTRATION APPLICATIONS, AND ANY OTHER DATA, MATERIALS AND INFORMATION OBTAINED ON OR THROUGH THE SITE OR FROM BLUEDOT ARE USED BY YOU AT YOUR OWN RISK. YOU ACKNOWLEDGE AND UNDERSTAND THAT BLUEDOT DOES NOT WARRANT THAT THE SITE, SOFTWARE, SERVICES, BLUEDOT MATERIALS AND DEMONSTRATION APPLICATIONS OFFERED OR PROVIDED HEREUNDER WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTY OR REPRESENTATION AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SOFTWARE, SERVICES AND BLUEDOT MATERIALS OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR CONTENT CONTAINED IN OR PROVIDED THROUGH THE SITE, SOFTWARE, DEMONSTRATION APPLICATIONS, SERVICES AND RELATED MATERIALS. BLUEDOT EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

ARTICLE XII. LIMITATION OF LIABILITY

You agree that Bluedot is not responsible or liable for the deletion of or failure to store documents or other information. UNDER NO CIRCUMSTANCES SHALL BLUEDOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, REPLACEMENT OF GOODS, LOSS OF DATA OR INTERRUPTION OF BUSINESS, WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF BLUEDOT HAS SPECIFICALLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You shall assert no claims against Bluedot after one (1) year from the date of the occurrence of the events giving rise to the claim.

ARTICLE XIII. DAMAGES CAP

IN NO EVENT SHALL BLUEDOT'S TOTAL, AGGREGATE LIABILITY FOR ANY LOSS, INJURY, DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE SITE, THE SERVICES, THE SOFTWARE AND/OR THIS AGREEMENT EXCEED THE AMOUNT EQUAL TO THE TOTAL FEES PAID BY YOU TO BLUEDOT FOR THE MOST RECENT SIX MONTH PERIOD PRIOR TO WHICH ANY SUCH LOSS, INJURY, DAMAGE OR EXPENSE OCCURRED.

ARTICLE XIV. CLIENT REPRESENTATIONS AND WARRANTIES; INDEMNITY

14.1 You represent, warrant and covenant to Bluedot all of the following:

- a) Your Client Applications comply with all applicable criminal, civil and statutory laws and regulations in any jurisdictions in which Your Client Applications may be offered or made available.
- b) You and Your Client Applications comply with all applicable privacy and data collection laws and regulations with respect to any collection, transmission, maintenance, processing, use, etc. of personal information. You and Your Client Applications must also take appropriate steps to protect any such data or personal information from unauthorized disclosure or access.
- c) You either own all the content and materials in Your Client Applications or have permission from the content owner to use it in Your Client Applications.
- d) To the best of Your knowledge and belief, Your Client Applications do not and will not violate, misappropriate, or infringe any Bluedot or third party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (e.g. musical or performance rights, video rights, photography or image rights, logo rights, third party data rights, etc.) for content and materials that may be included in Your Client Applications.
- e) You will not create any Client Applications or other program that would disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by any services or other software or technology, or enable others to do so.
- f) Your Client Applications do not contain content or materials of any kind (text, graphics, images, photographs, sounds, etc.) that in Bluedot's reasonable judgment may be found objectionable, for example, materials that may be considered obscene, pornographic, or defamatory.
- g) Your Client Applications do not contain any malware, malicious or harmful code, program, or other internal component (e.g. computer viruses, trojan horses, "backdoors") which could

damage, destroy, or adversely affect other software, firmware, hardware, data, systems, services, or networks.

h) If Your Client Applications include any FOSS (as defined herein), You agree to comply with all applicable FOSS licensing terms. "FOSS" (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL. You agree that Your compliance with any applicable FOSS licensing terms will not lead to the disclosure or otherwise infringement of Bluedot's Intellectual Property Rights.

14.2 Indemnity. You agree to indemnify, defend and hold Bluedot and its respective directors, officers, agents, representatives and affiliates harmless from and against all actions, losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages, legal fees and expenses (collectively, "Claims"), asserted against or incurred by such persons or entities by reason of or resulting from: (1) the use of the Site, Software, Services, Bluedot materials or Demonstration Applications; (2) the use of any Client Applications distributed or sold to End Users; or (3) any acts or omissions by You or third parties authorized by You to use Your Bluedot account. The provisions of this Section shall survive the expiration or termination of this Agreement.

ARTICLE XV. PRIVACY POLICY

Your use and Bluedot's provision of the Site, Services and Software are governed by Bluedot's [Privacy Policy](#) ("Privacy Policy").

ARTICLE XVI: TERM OF AGREEMENT AND TERMINATION

16.1 TERM. These Terms commence on the date that you first access the Services, Software or Site and shall continue until terminated as set forth herein.

16.2 TERMINATION.

a) Customer may terminate this Agreement at any time upon written notice to Bluedot, unless agreed otherwise by the parties.

b) Bluedot may terminate these Terms and Your access to the Services and Software at any time without cause by providing You with seven (7) days prior written notice, including, without limitation, notice given by electronic mail of such termination.

c) Bluedot may terminate these Terms and Your access to the Services and Software immediately if You have breached these Terms.

d) In the event of termination of these Terms, you agree to immediately: (i) cease using the Software and Services; (ii) destroy any downloaded or printed Bluedot Materials; and (iii) return or destroy, at Bluedot's option, any Bluedot Confidential Information in Your possession and control (and upon Bluedot's request, provide written certification that You have complied with (i), (ii) and (iii)).

ARTICLE XVII: CONFIDENTIALITY

17.1 INFORMATION DEEMED BLUEDOT CONFIDENTIAL INFORMATION. Under these Terms, certain information, whether in tangible, intangible, visual or electronic form, that You know or should know that Bluedot considers confidential and/or proprietary, whether or not the information is specifically marked as "confidential" or with any similar designation, including, but not limited to Bluedot's Intellectual Property Rights, the Software (including the source code of the SDK or APIs), Services, Site, financial information, commercial information, technical information, research, development, procedures, algorithms, data and designs ("Bluedot Confidential Information"). You agree to protect Bluedot Confidential Information using at least the same degree of care that You use to protect Your own confidential information of similar importance, but no less than a reasonable degree of care. You agree to use Bluedot Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Agreement and agree not to use Bluedot Confidential Information for any other purpose, for Your own or any third party's benefit, without Bluedot's prior written consent. You further agree not to disclose or disseminate Bluedot Confidential Information to anyone other than: (a) those of Your employees and contractors if You are a business entity, who have a need to know and who are bound by a written agreement that prohibits unauthorized use or disclosure of the Bluedot Confidential Information; or (b) except as otherwise agreed or permitted in writing by Bluedot. Notwithstanding the foregoing, Bluedot Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of You or Your employees or contractors; (b) was in Your possession without restriction on disclosure prior to the disclosure by Bluedot; (c) is disclosed to You without restriction on disclosure by a third party that is not in breach of any confidentiality obligations to Bluedot; (d) is independently developed by You without reference or access to Bluedot Confidential Information. You may disclose Bluedot Confidential Information to the extent required by law, provided that You take reasonable steps to notify Bluedot of such requirement before disclosing the Bluedot Confidential Information and to obtain protective treatment of the Bluedot Confidential Information. You acknowledge that damages for improper disclosure of Bluedot Confidential Information may be irreparable; therefore, Bluedot is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

17.2 SIMILAR OR COMPETING PRODUCTS. You acknowledge and agree that Bluedot works with many application and software developers and some of their products may be similar to or compete with Your Client Applications. Bluedot may also be developing its own similar or competing applications and products.

17.3 PRESS RELEASES AND OTHER PUBLICITY. You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the parties without Bluedot's express prior written approval, which may be withheld at Bluedot's discretion.

ARTICLE XVIII: SECURITY

Bluedot will maintain the Services at a reputable third party Internet service provider and hosting facility and will implement industry standard security precautions intended to prevent unauthorized access to Client Data. You acknowledge that, notwithstanding such security precautions, use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services and Client Data. Accordingly, Bluedot cannot and does not guaranty the privacy, security, integrity or authenticity of any information so transmitted over or stored in any system connected to the Internet or that any such security precautions will be adequate or sufficient.

ARTICLE XIX: LOCAL LAWS; EXPORT CONTROL

19.1 Bluedot controls and operates the Services, Software and Site from its headquarters in Australia and the Bluedot Materials may not be appropriate or available for use in other locations. If you use this Site outside Australia, you are responsible for adhering to all applicable local laws, rules and regulations.

19.2 You shall comply with all applicable export control laws and regulations of any relevant jurisdiction. You shall not without prior authorization from the relevant governmental authority or authorities, export, re-export, or transfer any goods, software, electronic certification records, technical data, information related to the Services, Software and Site or technology subject to these Terms, either directly or indirectly, to any country subject to a trade embargo or to any resident or national or entity of any such country, or to any person or entity designated as a blocked, denied or in any way prohibited person or entity by a relevant governmental authority.

ARTICLE XX: ADDITIONAL TERMS

20.1 ASSIGNMENT. These Terms or any of your rights hereunder may not be assigned, nor may any of Your obligations under this Agreement be delegated, in whole or in part, by You, whether by operation of law, merger, or any other means, without Bluedot's express prior written consent and any attempted assignment without such consent will be null and void.

20.2 RELATIONSHIP OF PARTIES. These Terms will not be construed as creating any other agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between You and Bluedot, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise.

20.3 SEVERABILITY. If a court of competent jurisdiction finds any clause of these Terms to be unenforceable for any reason, that clause of these Terms shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms shall continue in full force and effect.

20.4 WAIVER AND CONSTRUCTION. Failure by Bluedot to enforce any provision of these Terms shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to these Terms. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement.

20.5 DISPUTE RESOLUTION; GOVERNING LAW.

Any litigation or other dispute resolution between You and Bluedot arising out of or relating to this Agreement or Your relationship with Bluedot will take place in the Australian state of Victoria, and You and Bluedot hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within the Australian state of Victoria with respect to any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of Australia and the state of Victoria.

20.6 ENTIRE AGREEMENT; GOVERNING LANGUAGE. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, communications and agreements, written or oral regarding its subject matter. Any translation of these Terms is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of these Terms shall govern.

APPENDIX A

Instructions for Minimum Terms for End User License Agreement

As set forth in Section 2.5 of the Terms, You must include the following provisions, or their substantial equivalent, in the EULA governing End Users' use of the Client Applications. All capitalized terms herein shall have the meaning set forth in the Terms.

1. **Acknowledgement:** You and the End User must acknowledge that the EULA is concluded between You and the End User only, and not with Bluedot, and You, not Bluedot, are solely responsible for the Client Application and the content thereof. The EULA may not provide for usage rules for Services that are less restrictive than the Usage Limitation for which You have paid the applicable fees.

2. **Personal Use Only:** The End User must agree that the Services as incorporated into the Client Applications may be used solely for personal use purposes for which the Client Application was licensed. You must not grant any End User a license to use the Services or Software as incorporated into the Client Applications that exceeds the scope of the license granted in Section 2.2(b) of the Terms. The End User must agree abide by all restrictions on the use of the Services set forth in Section 2.4 of the Terms.

3. **Maintenance and Support:** You must be solely responsible for providing any maintenance and support services with respect to Your Client Applications, as specified in the EULA, or as required under applicable law. You and the End User must acknowledge that Bluedot has no obligation whatsoever to furnish any maintenance and support services with respect to the Client Applications.

4. **Warranty:** You must be solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. To the maximum extent permitted by applicable law, Bluedot will have no other warranty obligation whatsoever with respect to the Client Applications, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Your sole responsibility and You will include a provision disclaiming such obligations for Bluedot.

4. **Product Claims:** You and the End User must acknowledge that You, not Bluedot, are responsible for addressing any claims of the End User or any third party relating to the Client Applications or the End User's possession and/or use of that Client Application, including, but not limited to: (a) product liability claims; (b) any claim that the Client Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. The EULA may not limit Your liability to the End User beyond what is permitted by applicable law.

5. **Intellectual Property Rights:** You and the End User must acknowledge that, in the event of any third party claim that the Client Application or the End User's possession and use of that Client Application infringes that third party's intellectual property rights other than the Services, You, not Bluedot, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

6. **Disclaimer of Liability:** To the maximum extent permitted by applicable law, Bluedot will not be liable to End User or any third party for any indirect, incidental, special or consequential damages arising out of or related to the Client Applications, including, without limitation, any loss of profit, revenue or data, irrespective of the nature of the claim, whether in contract, tort (including

negligence), product liability, based on warranty or otherwise, even if Bluedot has been advised of the possibility of such damages.

7. Confidential Information: You must include a provision that protects any confidential information provided to the End User under the EULA that is at least as protective as the terms of Section XVII of the Terms.

8. Legal Compliance: The End User must represent and warrant that (a) any Client Data does not and will not violate, misappropriate, or infringe any third party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (b) use of the Client Application by the End User does not infringe on any applicable laws or regulations in relevant jurisdictions, including but not limited to prohibitions relating to the export, sale, distribution or operation to or in countries that are subject to a trade embargo or other similar restriction or prohibition, or to any resident or national or entity of any such country, or to any person or entity designated as a blocked, denied or in any way prohibited person or entity by a relevant governmental authority.

10. Third Party Terms of Agreement: You must state in the EULA that the End User must comply with applicable third party terms of agreement when using Your Client Application.

11. Third Party Beneficiary: You and the End User must acknowledge and agree that Bluedot is a third party beneficiary of the EULA, and that, upon the End User's acceptance of the terms and conditions of the EULA, Bluedot will have the right (and will be deemed to have accepted the right) to enforce the EULA against the End User as a third party beneficiary thereof.