

ADVANIA – OPENCLOUD END USER LICENSE AGREEMENT

PLEASE READ CAREFULLY THIS END USER LICENSE AGREEMENT BEFORE SIGNING UP TO USE ADVANIA OPENCLOUD SERVICES. IF CUSTOMER DOES NOT AGREE TO THIS END USER LICENSE AGREEMENT CUSTOMER CANNOT FINISH CUSTOMER'S REGISTRATION AND/OR IS NOT ALLOWED TO USE ADVANIA'S SERVICES.

This End User License Agreement does not constitute a service level agreement. For service level guarantees please see the official Service Level Agreement provided to you by Advania.

Advania requests that anyone with information about violations of this EULA, should report it by sending an email to support@advania.is.

This EULA was published and enters into effect on 24. November 2014.

1 DEFINITIONS

"Advania" means Advania hf., reg. no. 590269-7199, Gudrunartun 10, 105 Reykjavik, Iceland.

"API" means an application program interface.

"Applicable rules, court, law and regulations" mean Icelandic rules, courts, law and regulations.

"Customer" means the buyer of the services and if applicable the party representing the buyer of the Services.

"Services" means the Advania OpenCloud Services and Object Storage.

"Suspension" means that the Customers' account is locked for changes and access and all running services within the account are stopped until the reason for the suspension has been addressed and the account is activated again or terminated.

"Termination" means the Customer's account is suspended indefinitely and the Customers' data may be deleted without further notice.

"Third Party Content" All data that a third party has stored in your account.

"Your Content" any data Customer stores in Customer's account.

2 END USER LICENSE AGREEMENT ("EULA") AND TERMS OF SERVICE.

This End User License Agreement contains the terms and conditions that govern Customer's access to and use of Services. This EULA takes effect when Customer clicks check box presented with these terms or, if earlier, when Customer uses OpenCloud (the "Effective Date"). Customer represent to us that it is lawfully able to enter into contracts (e.g., not a minor). A person entering into this EULA for an entity (e.g. the company such person works for), represents that such person has legal authority to bind that entity.

Customer may access and use the Services in accordance with this EULA. Customer will adhere to all laws, rules, and regulations applicable to Customers use of the Services. Third Party Content, such as software applications provided by third parties, may be made available directly to Customer by other companies or individuals under separate terms and conditions, including separate fees and charges. Because Advania may not have tested or screened the Third Party Content, Customer's use of any Third Party Content is at Customer's sole risk.

For the avoidance of doubt if the Customer is a legal entity, such Customer shall be liable for the adherence of its employees or agent to the terms of this EULA.

3 CUSTOMER'S ACCOUNT.

To access the Advania OpenCloud Services, Customer must create an account associated with a valid email address. Only one account may be created per e-mail address. Customer is responsible for all activities that occur under Customer's account, regardless of whether the activities are undertaken by Customer, Customer's employees or a third party and except to the extent caused by Customer's breach of this EULA, Advania and its affiliates are not responsible for unauthorized access to Customer's account. Customer must contact Advania immediately if Customer believes an unauthorized third party may be using Customer's account or if Customer's account information is lost or stolen.

The log-in credentials and private keys generated by the Services are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose its private key to Customer's agents and subcontractors performing work on Customer's behalf.

4 CUSTOMER'S RESPONSIBILITIES**4.1 ACCEPTABLE CONDUCT**

Customer is responsible for its use of Services and all users that access Customer's account to use the Services. Customer will not engage in any activity that disrupts or interferes with Services or the networks connected to Advania.

4.2 CONTENT

Customer is solely responsible for the development, content, operation, maintenance, and use of Customer's Content. For example, Customer is solely responsible for:

- the technical operation of Customer's Content;
- compliance of Customer's Content with the this EULA and Icelandic law;
- any claims relating to Customer's Content; and
- properly handling and processing notices sent to Customer (or any of Customer's affiliates) by any person claiming that Customer's Content violate such person's rights.

4.3 OTHER SECURITY AND BACKUP

Customer is responsible for properly configuring and using the Services and taking its own steps to maintain appropriate security, protection and backup of Customer's Content, which may include the use of encryption technology to protect Customer's Content from unauthorized access and routine archiving Customer's Content.

4.4 END USER VIOLATIONS

Customer will be deemed to have taken any action that Customer permits, assists or facilitates any person or entity to take related to this EULA, Customer's Content or use of the Services. Customer is responsible for End Users' use of Customer's Content and the Services. Customer will ensure that all End Users comply with Customer's obligations under this EULA and that the terms of Customer's agreement with each End User is consistent with this EULA. If Customer becomes aware of any violation of Customer's obligations under this EULA by an End User, Customer will immediately terminate such End User's access to Customer's Content and the Services.

4.5 END USER SUPPORT

Customer is responsible for providing customer service (if any) to End Users. Advania does not provide any support or services to End Users unless Advania has a separate agreement with Customer or an End User obligating Advania to provide support or services.

4.6 LEGAL COMPLIANCE

The Customer warrants that (a) he is not located in a country listed on a foreign trade sanction list, including but not limited to the terrorist lists of the EU and the US-Specially Designated Terrorist List, the US Foreign Terrorist Organizations List, the US-Specially Designated Global Terrorist List; (b) that he has no link to persons or organizations against which measures to fight terrorism or any other foreign trade sanction has been imposed upon; and (c) and Customer will comply with all relevant U.N and EU sanctions and Embargoes.

4.7 OTHER CUSTOMER OBLIGATIONS

Customer agrees to do each of the following:

- comply with applicable law and this EULA;
- pay when due the fees for the Services;
- use reasonable security precautions in light of Customer's use of the Services;
- cooperate with Advania's reasonable investigation of outages, security problems, and any suspected breach of this EULA;
- keep Customer's billing contact and other account information up to date; and
- immediately notify Advania of any unauthorized use of Customer's account or any other breach of security.

5 PROHIBITED USAGE

5.1 NO ILLEGAL, HARMFUL, OR OFFENSIVE USE OR CONTENT

Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include but are not limited to:

- Any illegal activities, including advertising, transmitting, or disseminating, promoting or facilitating child pornography.
- Activities that may be harmful to others, Advania's operations or reputation.
- Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable.
- Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancellous.

5.2 NO SECURITY VIOLATIONS

Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include but are not limited to:

- Hacking or perpetration of any security breach within Advania's infrastructure.
- Unfriendly interference or network attacks against Advania's infrastructure.
- Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- Monitoring of data or traffic on a System without permission.
- Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

5.3 NO NETWORK ABUSE

Customer may not make network connections to any users, hosts, or networks unless Customer have permission to communicate with them. Prohibited activities include but are not limited to:

- Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

- Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

5.4 NO E-MAIL OR OTHER MESSAGE ABUSE

Customer will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

6 TERM, SUSPENSION AND TERMINATION

6.1 TERM

The term of this EULA will commence on the Effective Date and will remain in effect until terminated by Customer or Advania in accordance with the provisions of this EULA.

6.2 SUSPENSION

Advania may suspend Customer’s right to access or use any portion or all of the Services immediately if Advania determines:

- Customer is in breach of this EULA, including a payment breach for more than 14 days after final due date of an invoice;
- Customer’s use of or registration for the Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact the Services or the systems or Content of any other customer, (iii) may subject Advania, Advania’s affiliates, or any third party to liability, or (iv) may be fraudulent;
- Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer’s assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

If Advania suspends the Services:

- Customer remains responsible for all fees and charges Customer has incurred through the date of suspension;
- Customer remains responsible for any applicable fees and charges based on other agreements made with Advania pursuant to which Customer continues to receive services or have access;
- Customer will reimburse Advania for any expenses resulting from Customer’s violation of this EULA, including attorney fees;
- Customer will not be entitled to any service credits under the Service Level Agreement for any period of suspension; and
- Advania will not erase any of Your Content as a result of your suspension, unless otherwise provided for in this EULA.

Advania will notify Customer before any such suspension or termination, unless a EULA violation calls for immediate action to prevent liability or injury, in Advania’s opinion and at sole direction. In extreme cases, law enforcement will be contacted regarding the activity and Customer will not be credited for the time that the machines were suspended. If Advania thinks it necessary to suspend the Services without cause, Advania will provide 14 days advanced notice.

Advania’s right to suspension of the Services is in addition to its rights to terminate the Services.

6.3 TERMINATION

Customer may terminate the Services at any time by providing a written notice thereof. Advania may terminate the Services without cause with a 3 month notice.

Advania may immediately terminate the Services with a written notice thereof to Customer for cause, if any act or omission by Customer results in a suspension described in Section 6.1 or for any other breach of this EULA.

6.4 EFFECT OF TERMINATION

Upon any termination of the Services Customer remains responsible for all fees and charges Customer has incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; all of Customer’s rights under this EULA immediately terminate.

Customer may retrieve Customer’s Content from the Services only if Customer has paid any charges for any post-termination use of the Services. Any additional post-termination assistance from us is subject to mutual agreement by Customer’s and us.

7 INVOICING AND PAYMENTS

Advania will issue an invoice for the Services used on a monthly basis. Invoices will have a final due date 20 days after their issuance. Services may be interrupted on accounts that reach 14 days past final due date. Accounts that are not collectable by the Company may be turned over to an outside collection agency for collection. The Company retains the rights to change the Service rates from time to time with due notice. Charges are not refundable unless they are proved to be incorrect. Charges for rendered service are non-refundable.

8 TAXES.

All fees and charges payable by Customer’s are exclusive of applicable taxes and duties, including VAT and applicable sales tax. Customer’s will provide us any information we reasonably request to determine whether we are obligated to collect VAT from Customer’s, including Customer’s VAT identification number. If Customer’s are legally entitled to an exemption from any sales, use, or similar transaction tax, Customers are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under Customer’s account occurring after the date we receive the tax exemption certificates.

If any deduction or withholding is required by law, Customer’s will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or

withholding had been required. Additionally, Customer's will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

9 INDEMNIFICATION.

Customer's will defend, indemnify, and hold harmless Advania, Advania's affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Customer's or any End Users' use of the Services (including any activities under Customer's account and use by Customer's employees and personnel); (b) breach of this EULA or violation of applicable law by Customer or any End User; (c) Customer's Content or the combination of Customer's Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer's Content or by the use, development, design, production, advertising or marketing of Customer's Content; or (d) a dispute between Customer and any End User. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, Customer will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

Advania will promptly notify Customer of any claim subject to this Section 9 but Advania's failure to promptly notify Customer will only affect Customer's obligations under this Section 9 to the extent that Advania's failure prejudices Customer's ability to defend the claim. Customer may: (a) use counsel of Customer's own choosing (subject to Advania's written consent) to defend against any claim; and (b) settle the claim as Customer deem appropriate, provided that Customer obtain Advania's prior written consent before entering into any settlement. Advania may also assume control of the defense and settlement of the claim at any time.

10 DISCLAIMERS

The Services are provided "as is". Advania and its affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Services or the Third Party Content, including any warranty that the Services or Third Party Content will be uninterrupted, error free or free of harmful components, or that any content, including Customer's Content or the Third Party's Content, will be secure or not otherwise lost or damaged. Except to the extent prohibited by law, Advania and its affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

By accepting this EULA the Customer agrees that the use of the Services shall be at Customer's own risk and Customer represents that Customer has read this EULA and will adhere to all its requirements.

11 LIMITATIONS OF LIABILITY.

Advania and its affiliates or licensors will not be liable to Customer for any direct, indirect, incidental, special, consequential or exemplary damages (including damages for loss of profits, goodwill, use or data), even if a party has been advised of the possibility of such damages. Further, neither Advania nor any of its affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) Customer's inability to use the Services, including as a result of any (i) termination or suspension of the Services or Customer's use of or access to the Services, (ii) Advania's discontinuation of any or all of the Services, or (iii) without limiting any obligations under the SLA, any unanticipated or unscheduled downtime of all or a portion of the Services for any reason, including as a result of power outages, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by Customer in connection with the Services and this EULA; or (d) any unauthorized access to, alteration of, or deletion, destruction, damage, loss or failure to store any of Customer Content or other data. In any case, Advania and its affiliates' and Licensors' aggregate liability under this EULA will be limited to the amount Customer actually pays Advania for the Services that gave rise to the claim during the 12 months preceding the claim.

12 DISCLOSURE TO LAW ENFORCEMENT

This EULA specifically prohibits the use of Advania's services for illegal activities under Icelandic law. Therefore, Customer agrees that Advania may disclose all or any of Customer's information if such disclosure is required by law or pursuant to an Icelandic court order, without further consent or notification to Customer.

13 FORCE MAJEURE

Advania and its affiliates will not be held liable for any delay or failure to perform any obligation under this EULA, where the delay or failure results from any cause beyond Advania's reasonable control, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

14 CHANGES TO THE SERVICES

Advania may change, discontinue, or deprecate the Services or change or remove features or functionality of the Services from time to time. Advania will notify Customer of any material change to or discontinuation of the Services.

15 CHANGES TO THE APIS

Advania may change, discontinue or deprecate any APIs for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for six months after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

16 MODIFICATIONS TO THIS EULA

Advania reserves its right to amend this EULA at any time by posting a revised version on the Advania's website and by notifying Customer by email. The modified terms will become effective a week from the notification or as stated in the email message whichever is longer. By continuing to use the Services after the effective date of any modifications to this Eula, Customer agrees to be bound by the modified terms.

17 NO WAIVERS.

The failure by Advania to enforce any provision of this EULA will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by Advania must be in writing to be effective.

18 SEVERABILITY.

If any portion of this EULA is held to be invalid or unenforceable, the remaining portions of this EULA will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this EULA but the rest of the EULA will remain in full force and effect.

19 GOVERNING LAW AND DISPUTES

This EULA shall be governed by Icelandic law and the parties submit to the exclusive jurisdiction of the Icelandic Courts.