SOFTWARE AUTHORISED USER TERMS

Our Software is provided by any of **Nodestream Technology Pty Ltd** (ABN 52 601 194 138) of 7 Turner Avenue, Technology Park, Bentley, Western Australia, Australia, **Nodestream Technology (UK) Ltd** (Company Number 14032351) of 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom, **Nodestream Infinity Pty Ltd** (ABN 57 620 773 060) of 7 Turner Avenue, Technology Park, Bentley Western Australia, Australia, and **Nodestream Europe Limited** (Reg No. 772155) of Suite 4, Eden Gate Centre, Delgany, Greystones, Wicklow, A63WY44, Ireland (**Us, We, Our, Nodestream**).

The Customer has entered into the Customer Agreement with Us, or one of Our resellers, which permits the Customer to access and use Our Software. The Customer Agreement also permits the Customer to nominate Authorised Users who will be permitted to access and use the Software subject to those Authorised Users agreeing to, and complying with, Our Authorised User Terms.

The term '**You**' or '**Your**' refers to the individual user who is a party to this agreement (formed in accordance with clause 2 below). The Customer has nominated You to be an Authorised User and has sent to You a link to an electronic file, from which to download Our Software.

Background

Our Software allows the Customer (who has purchased an access subscription from Us or one of Our resellers) to stream live audio and video. You are an employee, contractor or client of Our Customer and Your details have been provided to Us by that Customer (either directly or via one of Our resellers) to grant you access, as an Authorised User, to Our Software. Your access and level of access to Our Software, including Your access to certain functionality, features and data is determined by Our Customer and subject to these terms.

Definitions

1. Capitalised terms have the meaning given to them below, throughout these Software Authorised User Terms, and/or in our General Terms

Account means the user account created by You in order to access the Our Software as an Authorised User.

Authorised User has the meaning given to it in the Customer Agreement and for the purposes of these terms, means You.

Customer means the person (other than Us or Our resellers) who has entered into a Customer Agreement and has sent You an invitation to become an Authorised User.

Customer Agreement means a written agreement to access Our Software entered into by the Customer with Us or one of Our resellers.

Force Majeure Event means any act, event or cause including earthquakes, cyclones, floods, fires, lightening, storms or other acts of God, strikes or industrial disputes, riots, terrorist acts, civil disturbances, breakages of machinery, or industrial conditions, or arising out of any other unexpected and exceptional cause, delays in transportation and dispositions or orders of governmental authority (including public health orders), which:

a. directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under this agreement; and

b. is beyond the reasonable control of that party.

Loss or Claim means any claim, demand, action, proceeding or judgment made or damage, loss, obligation, cost, expense or liability incurred, however arising and whether present or future, fixed or unascertained, actual or contingent.

Missions means the feature of Our Software that enables Authorised Users to initiate and participate in a coordinated streaming session through the web application.

Personal Information has the meaning given to that term in the Privacy Act.

Privacy Act means the *Privacy Act* 1988 (Cth).

Privacy Policy means Our privacy policy available at Nodestream Terms and Conditions, as updated by Us from time to time.

Our Software means the software provided to a Customer by us in any format and via any channel, including but not limited to Nodestream™, Wearwolf™ and Nodester™ which the Authorised User accesses under these terms.

Third Party Terms means all terms governing use of any material published, and/or Third Party Products and Services provided through Or Software.

Streamed Content means the audio-visual content which the Customer and/or Authorised User causes to be streamed using Our Software.

Formation of Agreement & Accessing Our Software

Your access to, and use of, Our Software is governed by these Authorised User terms (the **terms**). Please read and review these terms carefully. By clicking the 'accept' icon, You acknowledge that You have read and understood these terms and that they will constitute a binding agreement (the **agreement**). If You do not agree to these terms, do not click on the 'accept' icon. In such instance, you will not be granted access to use Our Software.

1. We may alter these terms from time to time (including by adding terms to cover new functionality), in which event You will be asked to accept new terms before You can continue to use Our Software. By clicking the 'accept' icon, You acknowledge that You have read and understood the new terms and agree that they will replace and supersede the previous agreement. If You do not agree to the new terms, We will not permit You to continue to have access to Our Software.
2. You can only use Our Software if You are an Authorised User, as defined below, and otherwise comply with these terms.
3. To become an Authorised User, You must:
    a. be invited by a Customer;
    b. be an employee, contractor or client of the Customer;
    c. receive a unique username and password from the Customer;
    d. Comply with relevant Export Control, Privacy and Data Processing terms as specified by us and your Owner.
    e. provide details We may request; and
    f. be over 18 years of age,
4. You acknowledge and agree that:
    a. Your access, and level of access, to Our Software is determined by Our Customer and not by Us;
    b. You or Our Customer are responsible for providing all equipment necessary to use Our Software, including a computer, modem, and internet access (including payment of all fees associated with such access).
5. Subject to the Customer's compliance with the Customer Agreement, and Your compliance with these terms, We grant to You a right to use Our Software for the Customer's internal business purposes.
6. Where you access Our Software via a Software Application, you acknowledge and agree that Your use of the Software Applications may be subject to additional terms that you must accept on download or creation of an account and comply with when using such Software Application.

Security and Passwords

7. You are solely responsible for maintaining the confidentiality of Your password(s) to Our Software.
8. Your password must meet the password requirements notified to You through Our Software when You set it. Our Software will not accept a password that does not meet those requirements.
9. You must notify Us and the Customer immediately if You become aware of, or suspect, any unauthorised use of Your credentials.
10. You must not:
    a. permit any other person to access Our Software using your access; or
    b. share, transfer or assign Your access credentials to Our Software to a third party without Our prior written permission.

Authorised User Conduct

11. You must not:
    a. use Our Software for any purpose other than the Customer's internal business purposes;
    b. reverse engineer, disassemble, or decompile Our Software or determine or attempt to determine any source code, algorithms, methods or techniques used or embodied in Our Software and/or copy, modify, translate, adapt, or otherwise create derivative works or improvements of Our Software; and/or;
    c. use Our Software and/or Confidential Information or other materials we provide to you when providing you with access to Our Software to create or attempt to create any competitive product or any service (or assist anyone else to do the same) which has features or functionality the same as or similar to the features and functionality of Our Software or copy any features, functions, graphics or interfaces of Our Software;
    d. use Our Software otherwise than as permitted under these terms;
    e. use Our Software in a manner which causes damage to Our Software or any of Our equipment or infrastructure, or Our reputation or brand;
    f. interfere with anyone else's use of Our Software or attempt to access the content created by other users of Our Software which is not available to You;
    g. circumvent the user authentication process or security of Our Software; or
    h. make any use of Our Software or its content that violates any applicable law or regulation.
12. You must use Our Software in accordance with all applicable laws, rules and regulations.

Intellectual Property

13. You acknowledge and agree that we own all right (including any Intellectual Property Rights) and title and interest in and to:
    a. all content on Our Software including any software, source and object code, algorithms, that form part of or relate to Our Software);
    b. any accompanying materials or documentation, including that are created by and/or for you and/or other Authorised Users in connection with the use of Our Software; and
    c. any variations, modifications, adaptations, developments and/or derivatives of any of the Our Software, and/or any accompanying materials or documentation.
14. You must not reproduce, modify, communicate, republish, upload, post, transmit, or distribute any part of Our Software in any form or by any means without prior written permission from Us.

15. You acknowledge that "Nodestream Technology", "Nodestream" and all other trademarks, trade names and other product and service names and logos on Our Software, are owned or licensed by Us and are protected by applicable trademark and copyright laws.

Streamed Content

16. You warrant and agree that:
    a. any act performed by You in relation to the Streamed Content is an act performed on behalf of the Customer;
    b. the Customer has all rights necessary to deal with the Streamed Content (and permit Us to deal with the Streamed Content) as contemplated by these terms;
    c. Our use of the Streamed Content as contemplated by these terms will not infringe the rights, including intellectual property rights, of any person;
    d. the Streamed Content must not:
        i. contain software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any data or other information of any third party;
        ii. be unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic materials or otherwise violates Our Company rules or policies in force from time to time; or
        iii. victimise, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability.

Microphone and Camera Settings

17. Some of Our Software, including Missions and Nodestream™, and Wearwolf™, requires:
    a. the microphone on Your device to be turned on when streaming audio with Our Software;
    b. the camera on Your device to be turned on when streaming video with Our Software.
    c. where You access Our Software through the web application, including when You use Missions, permission for Your web browser to access the microphone and camera of Your device.
18. Our Software allows You to adjust some audio and video settings on Your device directly through the software application.
19. Where You use Missions, Your web browser will ask You to grant permission for Our Software to access the microphone and camera of Your device. You may decline that permission and may withdraw it at any time through Your browser or device settings, in which case You will not be able to transmit audio or video through Missions.
20. Our Software shows in its interface whether Your microphone and camera are active during a Missions session.
21. Missions is a live transmission feature. Audio and video captured during a Missions session is not recorded or retained by Us after the session ends.
22. You must not use Missions to capture the image or voice of any individual unless the Customer has given all notices and obtained all consents required by applicable law.
23. You acknowledge and give Your permission for Our Software to:
    a. access the microphone, speaker and camera settings in the operating system of Your device, when Our Software is in use; and

b. capture audio from the microphone during audio transmission; and

c. capture video from the camera during video transmission.

24. You acknowledge that:

a. Our Software has the capability to allow other Authorised Users of the Customer to remotely access and modify the microphone and speaker volumes on selected audio devices and pass-through when Our Software is Remote Access enabled (**Remote Access**);

b. Remote Access of Your device is disabled by default in Our Software and can be enabled by You in the security menu tab of the software application on Your device;

c. Remote Access does not need to be enabled for other Authorised Users to modify video frame rate, resolution, bitrate, latency, and audio quality settings at any time; and

d. Other Authorised Users cannot enable or disable the camera or microphone or change the selected camera (front/back or other) of Your device.

Privacy, Personal Information

25. You may be required to provide Your Personal Information to Us when You register to use Our Software, and in the course of accessing and using Our Software, which We deal with in accordance with our Privacy Policy.

26. Personal Information collected through Our Software is processed in the processing region configured for the Customer's organisation, except that the platform services used to store and authenticate Your login credentials are hosted in Australia. Further detail is set out in Our Privacy Policy.

27. You must:

a. not provide Us with Personal Information about any individual unless You have the express consent of that individual to do so; and

b. if You provide Us with Personal Information about an individual, before doing so, ensure that You have obtained all necessary consents for providing the Personal Information of that individual to Us, including as required under any applicable Privacy Laws.

Exclusions and limitation of liability

28. The sole purpose of these terms is to provide You access to Our Software in accordance with the Customer Agreement. Accordingly, to the extent permitted by law, you acknowledge that Our liability in relation to Our Software is solely as and between us and the Customer, as governed by the Customer Agreement.

Termination and suspension

29. The Customer or You can deactivate Your access to Our Software at any time.

30. We may limit, suspend or terminate Your access to Our Software at any time and without any prior notice, if You have breached these terms, or if We know of or suspect any fraudulent or dishonest activity in relation to Your Account or Your use of Our Software.

31. Your access to Our Software will be immediately terminated if:

a. the Customer Agreement ends for any reason; or

b. You cease to be an employee, contractor or client of the Customer.

32. Your access to Our Software will also be suspended if the Customer's access is suspended.

General

33. This agreement constitutes the entire understanding between You and Us to the exclusion of any previous communications, representations or other terms.
34. We may, at any time and without the need for consent or approval from You, novate, assign or transfer all or any of Our rights or obligations under this agreement to any person.
35. You may not assign or transfer any of Your rights or obligations under this agreement.
36. We may give notice to You by either direct communication to the email address provided in Your Account or generally by publication of a generic message or broadcast notice via Our Software. You may give notice to Us by email at commercial@nodestream.tech.
37. If any part of this agreement is void or unenforceable, that part will be severable from and will not affect the enforceability of the remaining provisions.
38. This agreement is governed by the laws of Western Australia and each party submits to the non-exclusive jurisdiction of the courts of Western Australia. Nothing in this clause deprives You of the protection of any provision of the law of the country in which You are habitually resident that cannot be derogated from by agreement.