

Last Stand Cloud Software

End-User License Agreement

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This End-User License Agreement (“Agreement, “EULA”) and its terms are what the user(“you” “user”, “end-user”, “client”, “your organization”) and Last Stand Cloud(“This Company, “us”, “we”, “me”, “Last Stand”, “Last Stand Cloud Software”) both agree to upon providing the software and upon the download of the Last Stand Cloud application(“software”, “server-application”, “website”, “client-application”, “client”, “the cloud”, “Last Stand Cloud”) and describes your rights, restrictions and the terms you agree to when you click “I agree”. This document is, once again, legally binding and constitutes a legal agreement between you and Last Stand.

BY CLICKING “I AGREE” OR BY TAKING ANY STEPS TOWARDS USING OR INSTALLING THE LAST STAND CLOUD APPLICATION, YOU AGREE THAT YOU ARE (1) OF LEGAL AGE OR LEGAL STATUS IN YOUR LOCAL JURISDICTION (2) YOU AGREE TO BE STRICTLY BOUND TO THIS AGREEMENT IN FULL LEGAL JURISPRUDENCE. USING THIS SOFTWARE WITHOUT AGREEING TO THESE TERMS WILL RESULT IN LEGAL ACTION BEING TAKEN AGAINST YOU.

License

Vincent W. Trolia and Last Stand Cloud Software will grant you a revocable, non-exclusive, non-transferable, non-sublicensable limited license to download, install and use Last Stand Cloud solely for your personal or commercial purposes that are strictly in accordance with the terms of this Agreement.

If this software is being used for organizational(including but not limited to government, for-profit business, educational, health care, non-profit organization, small business, incorporated entity, or any other individual or non-familial group, or familial groups if such group forms any kind of organization) purposes, an Unlimited/Business premium account must be paid for each month by the first of the month, or annually at the first of the year.

If this software is being used by an individual or a family group for non-commercial or organizational reasons, only a basic, free account is required to use Last Stand's services.

Any entity that creates a personal “cloud” or business “cloud” with the client-application and server-application is the sole owner/owning entity of that cloud and are only allowed to transfer ownership through the tool found on Last Stand Cloud's website. There are no third party websites nor personal agreement that form a legal transfer of ownership but for the direct action of Last Stand Cloud Software or Vincent W. Trolia. These same rules are exactly applied to any account with Last Stand or on the Last Stand Cloud website. If there are “clouds” owned by an account and ownership

of that account is transferred, the clouds must be first transferred via the Last Stand Cloud website before the account owner may be changed.

You are responsible for the login credentials used for Last Stand Cloud, and any breach of your account due to insufficiently complex credentials or other factors that do not include direct, active actions by Last Stand or anyone affiliated with Last Stand or anyone who is affiliated with groups affiliated with Last Stand does not leave Last Stand or anyone who is affiliated with Last Stand liable. You accept all responsibility for defending against and preventing account breaches and unless data is knowingly, willingly, negligently and intentionally released to an entity that provides this information to the public.

Last Stand is not liable for any damage or any kind of harm, and anyone affiliated or was at any time affiliated with Last Stand Cloud will not be liable for any liability resulting from any action performed with, during installation, during use, at any time the software runs, the entire time the software is installed, or anytime any interaction with the website is made.

Even if Last Stand is made aware of possible damages or liabilities of any sort by any entity, Last Stand will never be held liable for damages, including any direct, indirect, special, incidental, or consequential damages not limited to but including, monetary loss or prevention of monetary gain, data

Last Stand provides NO WARRANTY or NO LEGAL guarantee at any time for any data, hardware, software or your persons or any persons at any time. You have a right to dispute anything on your account, and you agree that this dispute will be handled by Last Stand and that you agree with Last Stand's decision.

If you do not agree with Last Stand's decision, you have 90 days to seek arbitration a third party individual arbitration before the American Arbitration Association. The individual delivering the arbitration must be one not associated with anyone associated to you or your organization, and must not be associated with Last Stand. Court action or any other legal action is strictly WAIVED hereby this agreement. By agreeing to these terms, you agree that in no event or any legally recognized judicial jurisdiction from any magistrate, whether in negligence, or any other legal circumstances arising from the terms of this license or the ability or inability to use this "software" will Last Stand be held liable.

Restrictions/Redistribution

You agree not to, and you will not permit others to, or knowingly allow others to:

- a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- b) There are to be no modifications made to any binary ("executable", "program", "software", ".exe", "unix program"), nor any decompilation or attempt to reverse-engineer any part or parts of any file or data in any form associated with the downloaded content. There will be no attempts to access the source code of this application nor return any data back to source code from it's delivered state.
- c) Any files that were not directly written by you IN FULL including any data created with this software or reproduced by software is restricted property of Last Stand Cloud or the data's original author, or the author of any software that created the data.
- d) All files and executables included in this software are presented AS-IS and any attempts to modify, change, delete or any sort of manipulation in any way render this software unusable and is

no longer considered the working product. This does not, however, affect the previous clauses nor the ownership/copyright of any of the files included in this software.

e) This software is not to be included in any derivative works, nor any works that depend either fully or partially on any functionality of this program or any of the files or data included with this program. This software is not to be included with any other software at the time of download nor is it to be hosted/made available for download on anywhere but the official laststandcloud.com website, or any other domain owned by Last Stand.

f) The ONLY allowed usage of this software is in compliance with both the local law of your jurisdiction and the law of the jurisdiction of Last Stand. This includes the law of your country/sovereignty, as well as the law of the State of Illinois and the law of the United States of America. Any data that may be deemed unlawful, any use that may be deemed unlawful or any act, physical or digital that has anything to do with any piece or whole of Last Stand Cloud Software's works or any works associated with those works is STRICTLY FORBIDDEN. Any data or software that is not owned or originated by you will not be transferred or at any point manipulated with this software. Any act that may be a part of, or fully be, considered a criminal act by any of the previously listed jurisdictions will prompt FULL COOPERATION from Last Stand with any law enforcement officials.

Modifications to Application

Last Stand Cloud Software reserves the right to modify, suspend or discontinue, temporarily or permanently, Last Stand Cloud or any service to which it connects, with or without notice and without liability to you. Any repercussions that are the result of any of these actions are your, and only your, responsibility.

You accept that the current state of the software(AS-IS) and any future modification, updates or any other changes may not meet your requirements, may not work on any of your devices, operating systems or any other place the software may have its data placed onto/downloaded onto/copied onto; that the software may be downloaded or at any time not working, slow or inefficient or that data may be corrupted; or that errors may never be fixed and leave permanent alterations to any data that is yours or belongs to anyone or any other entity. If damage arises to another's or another entity's Intellectual or Physical property due to your usage of this software, or any violation of any agreement arises due to your usage of this software, you accept full responsibility and will not allow Last Stand to be held accountable in every way. All of the responsibility for every bit of data is SOLELY yours.

Term and Termination

This agreement shall remain in effect until terminated by you or Last Stand.

Last Stand reserves the right to, at any time, for any reason, on any device or any other place the data or executables of Last Stand Cloud may be installed or saved, revoke your license and delete your account both temporarily and permanently for any period of time.

Any deletion of any data, accounts, or any type of digital or physical property may be deleted upon Last Stand revoking or deleting your account. This does not entitle you to any sort of compensation

of any kind from anyone or any entity affiliated with Last Stand Cloud Software. AT NO POINT FOR ANY REASON WILL YOU RECIEVE COMPENSATION FROM LAST STAND CLOUD NOR ARE YOU ENTITLED TO COMPENSATION AT ANY TIME FOR ANY REASON FROM LAST STAND CLOUD

If there is any suspicion that, or any information that may lead to discovery of your non-compliance with this agreement, it is YOUR BURDEN to prove that you are still in full accordance with these provisions and any provisions added later or stated later in this agreement. Innocence or guilt is fully at the discretion of Last Stand and any second or third parties decisions' may not overrule or override Last Stand's decision in any way.

You agree that any violation of this agreement on the end of Last Stand does not constitute a waiver or nullification of any of the responsibilities or agreements on your end. YOU ARE ALWAYS BOUND BY THESE TERMS WHENEVER ANY OF THE INTELLECTUAL OR PHYSICAL PROPERTY OF LAST STAND CLOUD SOFTWARE IS USED, DOWNLOADED, OR REFERENCED TO BY YOU OR ANY PERSONS OR ORGANIZATIONS AFFILIATED WITH YOU.

The agreement will terminate immediately, without prior notice from Last Stand Cloud Software, in the event that you fail to comply with any provision of this Agreement. In case of this, you agree to forfeit all gains monetary or otherwise that would arise from continuing to use this software. All data that was transmit, created or otherwise manipulated by the software, you now agree belongs to Last Stand or the data's copyright holder. The software must be terminated from use and all traces removed from all devices you own/use. All files created by Last Stand in the Last Stand Cloud application as well as any data created by and manipulated by the Last Stand Cloud application are YOUR RESPONSIBILITY AND LEGAL DUTY to remove. If not, you will be subject to legal action from Last Stand.

In any event of termination, you agree that you are liable for any legal action Last Stand chooses to take against you and will agree to appear in a legal court of the United States of America.

ANY RIGHTS NOT EXPRESSLY, CLEARLY AND EXPLICITLY GRANTED TO YOU IN THIS AGREEMENT ARE HELD IN RESERVE BY LAST STAND CLOUD SOFTWARE.

Amendments to this Agreement

Last Stand Cloud Software reserves the right, at its sole discretion, to modify or replace this agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect, and actively attempt to contact you through email or other means. What constitutes a material change will be determined at our sole discretion.

Contact Information

To contact Last Stand about this agreement or any other issues, you may use the issue form on the website, or reach Last Stand at:

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Contact Last Stand Cloud Software directly:

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