END-USER LICENSE AGREEMENT

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or, if purchased or otherwise acquired by or for an entity, a single entity) and One.com (collectively the "Parties").

One.com has licenses from third parties, and is an authorized service provider of certain services, including the use of RushFiles shared storage services, the "Software."

Read carefully before downloading RushFiles proprietary software or obtaining a license key to the software or using the Software.

The term "Software" includes RushFiles computer software, and may in certain circumstances include associated media, printed materials, "online" or electronic documentation, and services available through the Internet to support or add to the Software, and any updates, enhancements, modifications, revisions, or additions to these items ("Updates"). Note, however, that all software, documentation, or web services that are included in the Software, or accessible via the Software, are governed by this EULA.

The Software is copyrighted and it is licensed to you under this EULA, not sold to you. If applicable, the Software may be accompanied by user manuals or other instructions ("Documentation"). Documentation may be available either as downloads, in traditional paper format, or as web pages. The Documentation is copyrighted by RushFiles. You may only use the Documentation in conjunction with your licensed use of the Software.

By downloading, installing, using or obtaining a license key to the Software, you acknowledge that you have read this EULA, that you understand it, and that you accept and agree to be bound by its terms.

If you are not willing to be bound by the terms of this EULA, you should terminate the download process, and not access or use the Software.

This EULA represents the entire agreement between you and One.com concerning the Software, and this EULA supersedes and replaces any prior proposal, representation, or understanding you may have had with One.com relating to the Software.

SOFTWARE LICENSE

1. License

- 1.1. Grant of License. One.com hereby grants to you, and you accept, a world-wide, limited, nonexclusive license to use the Software in machine-readable, object code form only, as authorized in this EULA ("License"). One.com shall be under no obligation to provide any Updates, enhancements, modifications, revisions, or additions to the Software, nor shall One.com be obligated to provide Updates to you at no charge.
- 1.2. Scope of Use. You may use a unlimited installations of the Software activated with a valid user account on any computer (virtual or physical) owned, leased, or otherwise controlled by you. The License granted to you is for a unlimited installation of the Software on any computer, as long as you are a registered user of

RushFiles. Under no circumstances may you rent, lease or provide access to the Software if the remuneration you receive is derived from providing such access. For purposes of this EULA, "use" of the software means loading the Software into the temporary or permanent memory of a computing device. Installation of the Software on a network server solely for distribution to other computers is not "use" of the Software, and is permitted, as long as you have a license key for each server (virtual or physical) to which the Software is distributed. The Software may not be used on or distributed to a greater number of computing devices than you have license keys.

- 1.3. Copies and Modifications. You may not reverse engineer, decompile, disassemble, or otherwise translate the Software or any license keys you have obtained. You may not modify or adapt the Software or any license keys in any way. You may make one copy of the Software, the documentation, and any license keys that you have obtained, solely for backup or archival purposes. Any such copies of the Software, documentation, or license keys shall include any copyright or other proprietary notices that were included on such materials when you first received them. Except as authorized in this Section, no copies of the Software, documentation, or license keys, or any portions thereof, may be made by you or any person under your authority or control.
- 1.4. Assignment of Rights. You will not sublicense, lease, rent, or lend your rights in the Software or license keys, as granted by this EULA, to any party
- 1.5. The Software and Updates are not intended for use in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, life support machines or other equipment in which the failure of the Software or Updates could lead to death, personal injury, or severe physical or environmental damage.

2. Intellectual Property and Confidentiality

- 2.1. Use Reporting, License Violations and Remedies. RushFiles reserves the right to gather data on key usage including, IP addresses, hardware and other information deemed relevant, to ensure that the Software is being used in accordance with the terms of this EULA. You agree not to block, electronically or otherwise, the transmission of data required for compliance with this EULA. Any blocking of data required for compliance under this EULA is a violation of it and will result in immediate termination pursuant to Section 4.
- 2.2. License Automatic Update and Expiration. The right to use the Software may include an expiration date that can result in the termination of the access. If you purchase a permanent license, the License renews automatically unless RushFiles determines that a License has been used in violation of the terms of this EULA. If you suspect any improper or illegal usage of your license outside of your control, you should promptly notify RushFiles and measures to disable the illegal usages will be taken. For license requiring a monthly payment, your monthly payment for each month must be processed prior to the expiration date in order for license updates to be performed. For your convenience, the Software may prompt you that your license will soon expire. However, it is your responsibility to ensure that your license is up-to-date, even if you do not receive a notice, and contact RushFiles or our affiliates

regarding any potential expiration that you deem inappropriate. RushFiles shall not be liable for any damages or costs as a result of expired license keys.

- 2.3. Proprietary Rights to Software and Trademarks. You acknowledge that the Software and the Documentation are proprietary to RushFiles or its licensors, and the Software and Documentation are protected intellectual property under international law and owned or licensed by RushFiles, or its licensors. This EULA does not grant you any ownership interest in or to the Software or the Documentation, but only a limited right of use that is revocable in accordance with the terms of this EULA. Any and all trademarks or service marks that RushFiles uses in connection with the Software are marks owned by RushFiles or its licensors. This EULA does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.
- 2.4. Confidentiality. You shall permit only authorized users, who possess validly obtained license, to use the Software. Except as expressly authorized by this EULA, you shall not make available the Software, Documentation, or any license key to any third party. You will use your best efforts to cooperate with and assist RushFiles in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

3. License Fees

The Software will be available to you for use upon our receipt of payment for the number of license necessary for installation, and your consent to this EULA.

4. Term and Termination

This EULA is effective upon your acceptance of it as indicated in our records. However, you are bound by it even if you have not expressly accepted this EULA when you download, access, or use the Software. This EULA is effective until terminated. Your rights under this EULA will terminate automatically without notice from One.com and/or RushFiles if you fail to comply with any of its term(s). Upon the termination of this EULA, you shall cease all use of the Software and Updates. Without prejudice to any other rights, this EULA will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. If you pay for your license keys on a month-to-month basis, and fail to pay the applicable license fees, RushFiles shall have the right to restrict your access to the Software. You may terminate this EULA at any time by providing written notice to RushFiles. RushFiles may terminate this EULA if you breach any term of the EULA by giving you written notice of your breach and RushFiles' decision to terminate the EULA. Upon termination of the EULA by RushFiles, you access to the system will be revoked.

5. Indemnification

Each party agrees to indemnify the other for any filed claim that their use of the Software violates an issued EU or U.S. patent. RushFiles' indemnification obligation extends only to the use of the Software as specified in the documentation with all Updates applied, and not in conjunction with any other hardware, software or technology. To secure indemnification, one party must provide the other with written notice of a claim and full authority to defend the claim. However, RushFiles shall always have the right to defend the validity of its intellectual property rights in the Software. RushFiles' indemnification obligation shall be satisfied by either (i) assuming defense of a claim; (ii) providing you with replacement software performing the same or similar tasks; or (iii) refunding the license fee, prorated by the portion of the expired term.

6. Representations; Warranties; Disclaimer

- 6.1. Mutual Representations. Each party hereto represents and warrants to the other party that: (a) it has the full right, power and authority to enter into this Agreement on behalf of itself and to undertake to perform the acts required of it hereunder; (b) the execution of this EULA by each party, and the performance by each party of its obligations and duties to the extent set forth hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; and (c) when executed and delivered by each party, this EULA will constitute the legal, valid and binding obligation of each party, enforceable against that party in accordance with its representations, warranties, terms and conditions.
- 6.2. Your Representations and Warranties. You will comply with all laws related to the use and installation of the Software and the performance of your obligations under this EULA.
- 6.3. Limited Warranty. RushFiles represents and warrants that, for a period of ninety days from the date of delivery of the Software, when used with a hardware and software configuration recommended by RushFiles, the Software will perform in substantial conformance with the Documentation. The limited warranty in this Section 6.3 shall not apply (a) if the Software has been modified in a way not authorized in the Documentation; or (b) if any failure or error arises out of use of the Software with anything other than a RushFiles recommended hardware and software configuration. Any misuse, accident, abuse, modification or misapplication of the Software will void the limited warranty in this Section 6.3. Your sole and exclusive remedy and RushFiles' entire liability shall be for RushFiles, at RushFiles' election and within its sole discretion, to use commercially reasonable efforts to (a) supply you with a replacement copy of the Software that substantially conforms to the Documentation, or (b) refund to you your initial license fee for the Software, provided that you report any non-compliance with this limited warranty in writing to RushFiles within the warranty period.
- 6.4. Disclaimer. EXCEPT AS SET FORTH IN THE LIMITED WARRANTY OF SECTION 6.3, THE SOFTWARE LICENSED HEREUNDER IS PROVIDED "AS IS" AND RUSHFILES HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND

RUSHFILES DOES NOT WARRANT THAT THE QUIET ENJOYMENT. SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. INSTALLATION OF THE SOFTWARE MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE. IF THE SOFTWARE OR ANY DATA ACCESSED THEREFROM IS DEFECTIVE, YOU ASSUME THE SOLE RESPONSIBILITY FOR THE ENTIRE COST OF ALL REPAIR OR INJURY OF ANY KIND, EVEN IF RUSHFILES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DEFECTS OR DAMAGES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RUSHFILES OR A RUSHFILES AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH AN EVENT, SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

7. Limitation of Liability

Lost Profits; Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RUSHFILES, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOST PROFITS. COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, BUSINESS INTERRUPTION, OR FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS EULA, THE SOFTWARE, AND/OR DOCUMENTATION, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING, WITHOUT LIMITATION, UNDER ANY CONTRACT, NEGLIGENCE OR OTHER TORT THEORY OF LIABILITY) EVEN IF RUSHFILES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ONE.COM's CUMULATIVE AGGREGATE LIABILITY FOR DAMAGES, UNDER THIS EULA, SHALL BE LIMITED TO FIVE HUNDRED DOLLARS. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

8. General Terms

8.1. Export Control. You may not use or otherwise export or re-export the Software except as authorized by Danish law and the laws of the jurisdiction(s) in which the Software was installed. In particular, but without limitation, the Software may not be exported or re-exported (a) into any EU or U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or

biological weapons.

- 8.2. Governing Law and Choice of Forum. This EULA shall be governed by and interpreted in accordance with the laws of the Danish Kingdom without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this EULA shall be resolved in the federal or state courts situated in Copenhagen. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts.
- 8.3. Severability. If any term or provision of this EULA is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
- 8.4. Survival. Articles of this EULA, and all sections thereof, shall survive the termination of this EULA, regardless of the cause for termination, and shall remain valid and binding indefinitely.
- 8.5. Headings. The article and section headings contained in this EULA are incorporated for reference purposes only and shall not affect the meaning or interpretation of this EULA.
- 8.6. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 8.7. Amendment. One.com reserves the right, in its sole discretion, to amend this EULA from time to time. If there is a conflict between this EULA and the most current version of this EULA, posted at http://www.one.com, the most current version will prevail. If you have provided us with a notice address, we will notify you of any changes. We will also post a notice on our website should this EULA change. If you do not accept amendments made to this EULA, then you must terminate this EULA immediately pursuant to Article 4 within thirty days of any such change.
- 8.8. Taxes. You shall, in addition to the license fees required under this EULA, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this EULA, excluding income taxes on the net profits of RushFiles. You shall reimburse RushFiles for the amount of any such taxes or duties paid or incurred directly by RushFiles as a result of this transaction.
- 8.9. This EULA constitutes the entire agreement between the parties with respect to the use of the Software and Documentation licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject

matter. No amendment to or modification of this EULA will be binding unless in writing and signed by One.com.

8.10 Electronic transactions between the Parties, including but not limited to purchase orders, electronic signatures and signed faxes, shall be considered for all legal purposes: (a) to be a "writing" or "in writing" for purposes of the Uniform Commercial Code; (b) to be "signed" or "executed"; (c) to be submitted by a person(s) duly authorized to do so on the Party's behalf and shall be binding on the Parties; and (d) to constitute an "original" when printed from electronic records established and maintained in the ordinary course of business.

8.11. Notices

RushFiles may send you, in electronic form, information about the Service, additional information, and information the law requires us to provide. RushFiles may provide required materials to you by email at the address you specified when you signed up for the Service or by access to a website that we identify. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the Service.

8.12. No Exclusivity Nothing herein shall restrict One.com right to contract with any third party to provide Services similar to or identical to those described in this Agreement.

9. United States Government Restricted Rights

Government End Users. The Software, Updates, and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.