



ASTUTE SYSTEMS

SOFTWARE DEVELOPMENT LICENCE AGREEMENT

Astute Systems Standard Software Development Licence Agreement

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You, as the Customer, agree as follows:

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Provisions relating to warranty disclaimers, limitation of liability, intellectual property rights, export, and payment obligations survive expiration or termination. Termination does not relieve outstanding charges nor entitle refunds except as expressly stated.

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Customer is responsible for accuracy and completeness of information and certifications provided for export compliance purposes.

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If Customer is a U.S. Government entity, or supplies goods or services to the U.S. Government including Licensed Product, Customer is solely responsible for compliance with applicable U.S. procurement statutes and regulations, including any FAR/DFARS obligations applicable to Customer's transaction.

9. GENERAL

This Agreement is governed by the laws of the State of Queensland, Australia, without regard to conflict of law principles.

CUSTOMER ACKNOWLEDGES IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

This Agreement is the complete and exclusive statement of agreement between the parties regarding the subject matter and supersedes prior proposals, agreements, and communications, oral or written.

No change or amendment to this Agreement is effective unless made by written instrument signed by duly authorised representatives of both Astute and Customer.

If any provision is held invalid or unenforceable, the remaining provisions continue in full force and effect.

Customer:

Address:

Authorised Signatory:

Date:

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