



ASTUTE SYSTEMS

SOFTWARE LICENCE AGREEMENT – SOURCE CODE

Astute Systems Standard Software Licence (Source Code)

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This Software Licence Agreement (“Agreement”) is made between **Astute Systems Pty Ltd** (ABN: 75 675 159 494), an Australian company with its principal place of business at 2.08 315 Brunswick Street, Fortitude Valley, QLD. 4005 Australia (“Licensor”), and the Customer identified below.

Customer (use full company name):

Customer’s place of business:

Source Code licensed under this Agreement:

1. DEFINITIONS

“Source Code” means the source code identified above, or if not identified above, the source code supplied by Astute pursuant to this Agreement.

“Astute” or “Licensor” means Astute Systems Pty Ltd and any relevant affiliate providing Source Code pursuant to this Agreement.

“Astute Software” means those portions of the Source Code owned by Astute or its affiliate.

“Licensed Product” means the Source Code and/or its accompanying documentation.

“Object Copy” means software in object code form, or any copy thereof, derived from the Source Code and intended for use on an Astute hardware product.

“Third Party Software” means those portions of the Source Code owned or licensed by a third party, including but not limited to operating system code embedded within the Source Code.

2. LICENCE

2.1 GRANT AND SITE-LIMITED USE

Subject to this Agreement, Astute grants Customer a personal, non-transferable, non-exclusive licence, solely at the Customer site for which applicable fees have been paid, to use internally and modify the Source Code to make Object Copies, and to merge such Object Copies into other software, in each case for running on an Astute hardware product only.

2.2 COPIES, OWNERSHIP, AND MODIFICATION RIGHTS

Customer may copy Source Code for development and backup purposes only, limited to the number of development hosts then in use plus a reasonable number of backup copies. No other copies may be made unless authorised in writing by Astute.

Customer must include all applicable copyright notices on any copy of Source Code or Object Copies. Source Code and Object Copies must not be copied, reproduced, or used for purposes outside operation of Astute hardware.

All Licensed Product is owned by Astute or its licensors, whether or not merged with other software, and no title to intellectual property is transferred. Subject to this Agreement, Customer owns its modifications to Source Code and grants Astute a royalty-free, non-exclusive licence to use such modifications.

2.3 TRANSFERS AND DISTRIBUTION

Customer must not transfer or distribute any Source Code.

Customer may transfer Object Copies, whether installed on Astute hardware products or on separate media, only for use on Astute hardware products and only where the end user agrees to terms no less restrictive than Astute's standard object-code software licence terms and all proprietary markings are maintained.

End users may copy Object Copies only for use on Astute hardware and for reasonable backup purposes, subject to equivalent restrictions and applicable fees. End users must include copyright notices and must not modify, reverse compile, or reverse engineer Object Copies.

Astute provides no warranty with respect to, and disclaims liability arising from, Object Copies to the extent permitted by law. Any other transfer is void and automatically terminates this licence. Customer must use best efforts to enforce end-user terms and promptly report actual or suspected violations.

2.4 THIRD PARTY SOFTWARE

Source Code may include Third Party Software licensed to Astute. Third-party owners and licensors are intended third-party beneficiaries of this Agreement with respect to such software.

Unless a pass-through warranty for Third Party Software is extended directly by the third party, Third Party Software is provided "AS IS" without warranty of any kind, and third-party licensors disclaim express and implied warranties, including merchantability, title, non-infringement, and fitness for a particular purpose to the extent permitted by law.

2.5 OPEN SOURCE COMPONENTS

Astute may provide certain files subject to GPL, LGPL, or other open source licences. Customer must comply with applicable open source licence obligations and must not take any action that would subject Source Code or any portion of it to GPL, LGPL, or other copyleft obligations unless expressly authorised in writing by Astute.

2.6 FEES AND TAXES

For rights granted under this Agreement, Customer must pay the quoted fee for Source Code use at the applicable site, or the quoted annual maintenance fee that includes such use, whichever applies, plus additional fees for Object Copy instances beyond permitted backup copies unless separately licensed.

For clarity, Object Copies created beforehand or at runtime and running on multiple hardware units, processor cores, or partitions are also chargeable Object Copies where applicable.

Customer must pay import duties, registration fees, and all sales, use, excise, or similar taxes arising from this Agreement, excluding taxes based on Astute's net income.

3. CONFIDENTIALITY

The Licensed Product comprises proprietary trade secret information of Astute and/or its licensors and must be held in strict confidence by Customer and protected from disclosure to third parties.

Customer must limit access to employees who need access for the limited purposes permitted under this Agreement.

The parties agree that unauthorised disclosure or use would cause immediate and irreparable harm to Astute, and Astute is entitled to seek injunctive or other equitable relief in addition to any other legal or equitable remedies.

4. WARRANTY

4.1 LIMITED WARRANTY

Astute warrants that Astute Software will substantially conform to Astute's standard published user documentation as of shipment. If, within ninety (90) days after shipment, Astute Software is shown not to meet this warranty and is returned with purchase confirmation, Astute will, at its option, correct the defect, provide satisfactory substitute software, or refund licence fees and terminate the affected licence.

Astute does not warrant uninterrupted or error-free operation or that Licensed Product will meet Customer requirements. All other portions of the Licensed Product are provided "AS IS" without warranty.

4.2 WARRANTY DISCLAIMER

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING THE AUSTRALIAN CONSUMER LAW, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED EXCEPT TO THE EXTENT SUCH RIGHTS CANNOT BE EXCLUDED.

5. LIMITATION OF LIABILITY

Astute's aggregate liability for all claims arising out of, connected with, or resulting from this Agreement, these terms, performance or breach, Licensed Product, or related services will not exceed the licence fees for the Licensed Product giving rise to the claim, and such liability ends on expiry of the warranty period set out above.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASTUTE, ITS EMPLOYEES, AND SUPPLIERS ARE NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, USE, DATA, DOWNTIME, OR CUSTOMER CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If the Licensed Product is furnished by Customer to a third party, Customer must obtain from that third party protections for Astute and its suppliers equivalent to this limitation clause to the extent permitted by law.

The Licensed Product is not intended for nuclear facilities, life-support equipment, or other hazardous applications where failure could lead directly to death, personal injury, or severe physical or environmental damage. If so used, Customer assumes resulting risk and must indemnify, hold harmless, and defend Astute and its representatives to the extent permitted by law.

If Astute furnishes advice or assistance not required under this Agreement, such assistance does not create additional liability for Astute.

6. INDEMNITY

Astute warrants that Astute Software is delivered free of rightful third-party claims for infringement of U.S. patents or copyrights, subject to prompt written notice, cooperation, and defence control by Astute. Astute may defend, settle, replace, modify, procure continued use rights, or refund applicable fees (less reasonable depreciation) as the exclusive remedy.

This indemnity does not apply where claims arise from Customer modifications, development or use of Object Copies, use in combinations not furnished by Astute, or improper/unauthorised use, installation, modification, or operation. Customer must hold Astute harmless against such excluded claims to the extent permitted by law.

7. TERM AND TERMINATION

Customer may terminate this licence at any time by destroying the Licensed Product and all Object Copies and notifying Astute in writing that all use has ceased and all materials have been destroyed.

Astute may terminate this Agreement or any licence on notice for breach or attempted unauthorised assignment. Within twenty (20) days after termination, Customer must certify in writing that all use of Licensed Product and Object Copies has ceased and all such materials have been destroyed.

Provisions relating to warranty disclaimers, limitation of liability, intellectual property rights, confidentiality, export, and payment obligations survive expiration or termination. Termination does not relieve outstanding payment obligations or create refund rights except as expressly stated.

8. EXPORT

If Customer intends to export or re-export, directly or indirectly, the Licensed Product, Object Copies, or related technical data, Customer is responsible for compliance with applicable export control laws and for obtaining required licences or approvals in its own name.

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

9. U.S. GOVERNMENT CONTRACTING

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

10. GENERAL

This Agreement is governed by the laws of the State of Queensland, Australia, without regard to conflict of law principles. The parties submit to the exclusive jurisdiction of Queensland courts.

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

No amendment is effective unless in writing and signed by authorised representatives of both parties.

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

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorised representative.

Customer:

Address:

Authorised Signatory:

Date:

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