



ASTUTE SYSTEMS

SOFTWARE LICENCE AGREEMENT – OBJECT CODE

Astute Systems Standard Software Licence (Object Code)

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You, as the Customer, agree as follows:

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For the rights granted under this Agreement, Customer must pay the applicable licence fee or the applicable hardware product fee (as relevant to the transaction). Customer must also pay all import duties, registration fees, and sales, use, excise, or similar taxes arising from this Agreement, excluding taxes based on Astute's net income.

3. WARRANTY

3.1 LIMITED WARRANTY

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Astute does not warrant uninterrupted or error-free operation or that the Licensed Product will meet Customer's specific requirements. All non-Astute portions are provided "AS IS".

3.2 WARRANTY DISCLAIMER

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This indemnity does not apply where claims arise from combinations not furnished by Astute, or from improper or unauthorised use, modification, installation, or operation by Customer. Customer must hold Astute harmless against claims arising from such excluded conduct to the extent permitted by law.

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

Astute may terminate this Agreement or any licence hereunder on notice if Customer breaches this Agreement or attempts unauthorised assignment.

Within twenty (20) days after termination, Customer must certify in writing that use has ceased and copies have been destroyed.

Provisions relating to warranty disclaimers, limitation of liability, intellectual property, confidentiality, payment obligations, indemnity, and export survive termination. Termination does not relieve Customer of outstanding payment obligations or entitle Customer to refunds except as expressly provided.

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

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

8. 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.

9. 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.

Customer acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

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

No change or amendment to this Agreement is effective unless made in writing and 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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