



# ASTUTE SYSTEMS

## SOFTWARE LICENCE AGREEMENT – PARTIAL SOURCE CODE

Astute Systems Standard Software Licence (Partial Source Code)

# SOFTWARE LICENCE AGREEMENT – OBJECT CODE; LIMITED SOURCE CODE

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You, as the Customer, agree as follows:

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## 2. LICENCE

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Customer must 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**

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## **3.1 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 paid and terminate the affected licence.

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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.

## 4. LIMITATION OF LIABILITY

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Astute's aggregate liability for all claims arising out of or connected with this Agreement, the Licensed Product, or related services is limited to the licence fees for the Licensed Product giving rise to the claim and expires upon expiration of the warranty period 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 supplied by Customer to a third party by contract, Customer must obtain from such third party protections for Astute and its suppliers equivalent to this 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 directly lead 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, its officers, directors, employees, and agents to the extent permitted by law.

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

## 5. INDEMNITY

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Astute warrants delivery of Astute Software free of rightful third-party U.S. patent or copyright claims, 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 exclusive remedy.

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

## 6. TERM AND TERMINATION

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

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

## 7. EXPORT

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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 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

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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

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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 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.

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**Customer:**

**Address:**

**Authorised Signatory:**

**Date:**

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