

SOFTWARE LICENSE AGREEMENT

Effective Date: March 10, 2026

This Software License Agreement (“Agreement”) is entered into by and between ComponentSpace Pty Ltd (“Licensor”) and the legal entity obtaining the Software (“Licensee”). The individual accepting this Agreement on behalf of Licensee represents and warrants that they have the authority to bind Licensee to its terms.

If Licensee does not agree to the terms of this Agreement, it must immediately cease all use of the Software and delete or destroy all copies in its possession or control.

1. Definitions

For purposes of this Agreement:

- a. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with Licensee. Affiliates are not licensed under this Agreement unless explicitly stated in the applicable order or invoice.
- b. “Developer” means an individual who writes, modifies, or compiles code that directly uses or references the Software or its APIs as part of software development activities. Individuals performing testing, quality assurance, deployment, or operational activities who do not write or modify code that uses the Software are not considered Developers.
- c. “Developer Count” means the number of Developers permitted to use the Software, as specified in Licensee’s purchase order or invoice.
- d. “Example Code” means instructional, sample, or demonstration code included with the Software.
- e. “License Key” means the unique key or credential provided by Licensor that enables access to or activation of the Software.
- f. “Perpetual License” means the non-expiring license granted under this Agreement.
- g. “Software” means the ComponentSpace software product(s), including any updates or maintenance releases provided during any active support period, and any accompanying documentation.
- h. “Source Code” means the human-readable code of the Software itself, excluding any Example Code, provided solely as permitted under this Agreement for internal evaluation, debugging, or maintenance purposes.

2. Interpretation

Headings are for convenience only and do not affect interpretation. References to any statute, regulation, or other law include amendments, re-enactments, or successor legislation.

3. License Grant

Subject to Licensee’s compliance with this Agreement and payment of all applicable license fees, Licensor grants Licensee a perpetual, non-exclusive, non-transferable, non-sublicensable license to:

- a. install and use the Software within Licensee’s organization and as incorporated into Licensee’s products and services, whether hosted by Licensee or by Licensee’s customers, including in on-premises, cloud-based, hybrid, multi-tenant, or software-as-a-service (SaaS) environments;
- b. allow up to the purchased Developer Count to use the Software for development, build, compilation, testing, and internal integration purposes;
- c. install and use the Software on build servers, continuous integration systems, or other automated build or deployment environments solely for the purpose of building or testing applications developed by licensed Developers. Such use does not count toward the Developer Count;
- d. distribute the Software on a royalty-free basis solely as incorporated into Licensee’s applications and not as a standalone product, library, SDK, toolkit, or reusable component;

4. License Restrictions

Licensee shall not:

- a. copy, modify, translate, adapt, or create derivative works of the Software itself;
- b. sell, sublicense, or otherwise make the Software available to any third party as a standalone product, or as a library, SDK, toolkit, or component that provides functionality substantially similar to the Software, for separate use or licensing;
- c. exceed the licensed Developer Count; allowing additional Developers to use the Software constitutes a material breach;
- d. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, except to the extent expressly permitted by applicable law;
- e. use the Software to develop or assist in the development of a competing product or service.

5. Developer Count and Compliance

- a. Licensee must ensure that the number of Developers does not exceed the purchased Developer Count.
- b. If more individuals require use of the Software, Licensee must purchase additional Developer licenses.
- c. Licensor may, as part of its audit rights, verify compliance with Developer Count requirements.
- d. If Licensee exceeds the Developer Count, Licensor may require Licensee to (i) reduce usage to the licensed number, or (ii) purchase additional Developer licenses.

6. Hazardous Use Disclaimer

Licensee acknowledges that the Software is not designed, intended, or authorized for use in any hazardous, high-risk, or safety-critical systems where failure could result in death, personal injury, or substantial environmental or property damage, including, without limitation, medical devices, nuclear facilities, aviation, or life-support systems.

Licensor expressly disclaims any liability for any damages, losses, or claims arising from the use of the Software in such hazardous applications. Licensee assumes all risk and shall indemnify, defend, and hold harmless Licensor from any claims, liabilities, or losses resulting from such use.

7. Export Controls

Licensee must comply with all applicable export control and sanctions laws, including, without limitation, the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the sanctions administered by the U.S. Office of Foreign Assets Control (OFAC). Licensee may not export, re-export, or transfer the Software, directly or indirectly, to any country, entity, or individual prohibited under such laws or regulations. Licensee is solely responsible for obtaining any necessary authorizations or licenses prior to export or transfer.

8. License Key Management

Licensee is solely responsible for maintaining the confidentiality, security, and timely updating of its License Keys. Failure to properly manage License Keys may result in interruption, suspension, or termination of access to the Software. Licensor shall not be liable for any loss, damage, downtime, or other consequences arising from Licensee's failure to maintain valid License Keys.

Licensor may, at its discretion and upon reasonable notice, suspend or revoke License Keys in cases of suspected unauthorized use, breach of this Agreement, or security compromise.

9. Source Code and Example Code

Any Source Code provided is licensed solely for internal evaluation, debugging, or maintenance. Licensee may not distribute, disclose, or use Source Code to create derivative products, competing products, or any external

deliverable. Licensee shall maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality of the Source Code.

Licensee may use, modify, and incorporate Example Code into its applications without restriction.

10. Intellectual Property Rights

The Software is licensed, not sold. Licensor retains all intellectual property rights in the Software and all copies thereof. The Software is protected by copyright laws and international treaties, as well as other intellectual property laws.

11. Term and Termination

- a. Term. The Perpetual License granted under this Agreement is perpetual unless terminated as set forth below.
- b. Termination for Breach. Licensor may terminate this Agreement immediately upon written notice if Licensee materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice.
- c. Effect of Termination. Upon termination, Licensee must immediately cease all use of the Software and delete all copies. Termination does not relieve Licensee of payment obligations accrued prior to termination.
- d. Sections relating to intellectual property, confidentiality, indemnification, limitation of liability, audit rights, and any other provisions that by their nature should survive termination shall survive termination of this Agreement.

12. Fees and Payment

Non-payment of any applicable license fees constitutes a material breach. Licensor may terminate this Agreement and disable access to the Software if fees remain unpaid after notice.

13. Audit Rights

To verify compliance with this Agreement, Licensor may, no more than once in any 12-month period and upon reasonable notice, request confirmation of Licensee's Developer Count and other license restrictions. Licensee shall provide such information within a reasonable period. Any audit must be conducted in a manner that does not unreasonably disrupt Licensee's business operations.

Licensee must remedy any non-compliance promptly, including purchasing additional Developer licenses where required.

14. License Updates

Updated versions of this Agreement may apply to new releases of the Software. Continued use of such releases constitutes acceptance of the updated Agreement.

15. Support and Updates

Support and updates are included only for the first 12 months following the initial purchase of the Perpetual License, or for any additional period covered by a separately purchased support plan. After this period, or if no support plan is active, Licensee may continue using the licensed version of the Software, but no further support and updates are provided unless purchased separately.

License key expiration affects access to support and updates, but does not prevent continued use of the Software.

16. Assignment

Licensee may not assign this Agreement or any of its rights or obligations hereunder without Licensor's prior written consent. Notwithstanding the foregoing, Licensee may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets, provided that: (i) the successor entity agrees in writing to be bound by all terms of this Agreement, and (ii) the assignment does not result in the Software being used by a direct competitor of Licensor.

17. Confidentiality

Each party shall maintain in strict confidence all non-public information received from the other party. Licensee acknowledges that License Keys, Source Code, and all technical or proprietary information relating to the Software constitute Licensor's confidential information.

18. Indemnification

Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Licensee's use of the Software, any breach of this Agreement, or any violation of applicable law.

19. Warranty Disclaimer

The Software is provided "as is" and "as available," without any warranties of any kind, whether express, implied, statutory, or otherwise. Licensor specifically disclaims any warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, reliability, freedom from interference, or uninterrupted operation.

Licensor does not warrant that the Software, Source Code, or Example Code will meet Licensee's requirements, operate without errors, or be secure from unauthorized access. Example Code is provided for illustrative purposes only and carries no warranty.

Licensee acknowledges that use of the Software, Source Code, or Example Code is at Licensee's sole risk, and Licensee assumes full responsibility for evaluating, testing, and ensuring the Software's suitability for its intended purposes.

20. Limitation of Liability

Licensor's total liability for any claim arising under this Agreement shall not exceed the fees paid by Licensee under this Agreement.

In no event shall Licensor be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, including, without limitation, lost profits, lost data, business interruption, or loss of goodwill, even if Licensor has been advised of the possibility of such damages. These limitations apply to the maximum extent permitted by law.

21. Force Majeure

Licensor shall not be liable for any delay or failure in performance under this Agreement caused by events beyond its reasonable control, including, without limitation, natural disasters, acts of war or terrorism, labor disputes, governmental actions, infrastructure failures, or interruptions of telecommunications, internet, or power networks.

22. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland, Australia, without regard to its conflict of laws principles.

The parties shall first attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement through negotiation. If the dispute cannot be resolved through negotiation within a reasonable

period, it shall be submitted to the courts of Queensland, Australia, which shall have exclusive jurisdiction over such disputes.

23. Notices

All notices, requests, consents, claims, demands, or other communications required or permitted under this Agreement must be in writing and sent to the parties at their respective addresses or email addresses set forth in the order, invoice, or as otherwise notified in writing. Notices shall be deemed given:

- a. On delivery, if delivered personally or by courier;
- b. On receipt, if sent by email (with confirmation of transmission) during normal business hours; or
- c. Seven (7) business days after mailing, if sent by registered or certified mail, return receipt requested, postage prepaid.

24. No Waiver

No failure or delay by Licensor in exercising any right, power, or remedy under this Agreement shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise preclude any other or further exercise of any right, power, or remedy. Any waiver by Licensor must be in writing and signed by an authorized representative to be effective.

25. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and shall be interpreted to give effect to the parties' original intent to the greatest extent permitted by law.

26. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the Software and supersedes all prior or contemporaneous agreements, understandings, negotiations, and representations, whether oral or written, relating to the Software.