SOFTWARE LICENSE AGREEMENT

Effective Date: October 27, 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 the Licensee represents and warrants that they have the authority to bind the Licensee to its terms.

If the 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 of the Software in its possession or control.

1. Definitions

For purposes of this Agreement:

a. “Developer” means an individual who is an employee or contractor of Licensee and who writes, modifies, or compiles code for an application or project that directly or indirectly references the Software. Individuals whose activities are limited solely to testing, quality assurance, deployment, operations, or use of the resulting application are excluded from the definition of Developer.
b. “Developer Count” means the maximum number of Developers permitted to use the Software under the license granted to Licensee, as specified in Licensee’s purchase order or invoice.
c. “Example Code” means instructional, sample, or demonstration code provided in connection with the Software.
d. “License Key” means the unique key provided by Licensor in connection with the licensing of the Software.
e. “Perpetual License” means a license granted under this Agreement that does not expire.
f. “Software” means the ComponentSpace software products licensed under this Agreement, including any updates or maintenance releases provided during any active support period.
g. “Source Code” means the human-readable code of the Software itself, excluding any Example Code.

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

The license granted under this Agreement is limited to Licensee and does not extend to any other legal entity.

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. allow up to the purchased Developer Count of Developers to use the Software for software development purposes, with licenses reassignable between Developers;
b. install and use the Software on build servers, continuous integration systems, or other automated environments for the purpose of building or testing applications developed by licensed Developers. Such use does not count toward the Developer Count;
c. use the Software at runtime within Licensee's organization and as part of 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;
d. distribute the Software, together with any associated License Keys, solely as part of Licensee's products and services on a royalty-free basis. Customers and other users of Licensee's products and services may use the Software solely in connection with those products and services and may not independently use, distribute, or sublicense the Software.

4. License Restrictions

Licensee shall not:

a. 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, library, SDK, toolkit, or reusable component for separate use or licensing;
c. permit more than the licensed Developer Count of Developers to use the Software;
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 library, SDK, toolkit, or reusable component intended to provide substantially similar functionality.

5. Hazardous Use

The Software is not designed or intended for use in safety-critical applications where its failure could result in death, personal injury, or substantial environmental or property damage. Licensee is responsible for assessing the Software's suitability for its intended use.

6. Export Controls

Licensee must comply with all applicable export control and sanctions laws and regulations, including the U.S. Export Administration Regulations (EAR) and sanctions administered by the U.S. Office of Foreign Assets Control (OFAC). Licensee must not export, re-export, or transfer the Software, directly or indirectly, in violation of such laws or regulations. Licensee is responsible for obtaining any required authorizations or licenses before exporting, re-exporting, or transferring the Software.

7. Source Code and Example Code

Any Source Code provided may be used solely to inspect and understand the Software's implementation. Licensee must not modify or distribute the Source Code, or disclose it to any third party. Licensee must maintain reasonable safeguards to protect the confidentiality of the Source Code.

Licensee may use, modify, and incorporate Example Code into its applications.

8. 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.

9. Term and Termination

The Perpetual License continues indefinitely unless terminated in accordance with this Agreement.

Licensor may terminate this Agreement by written notice if Licensee materially breaches any provision of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of the breach.

Upon termination, Licensee must immediately cease all use of the Software and delete or destroy all copies of the Software in its possession or control. Termination does not relieve Licensee of payment obligations accrued before termination.

Provisions relating to intellectual property, confidentiality, indemnification, and limitation of liability, together with any other provisions that by their nature are intended to continue after termination, remain in effect following termination of this Agreement.

10. Fees and Payment

Licensee shall pay all applicable license fees in accordance with the agreed payment terms. Failure to pay such fees constitutes a material breach of this Agreement.

11. Audit Rights

To verify compliance with this Agreement, Licensor may, no more than once in any 12-month period and upon reasonable notice, request information reasonably necessary to verify Licensee's compliance with the Developer Count and other license restrictions. Licensee shall provide such information within a reasonable period.

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

12. License Updates

New releases of the Software may be subject to an updated version of this Agreement. Licensee's use of a new release is subject to acceptance of the updated Agreement. Licensee may continue using previously licensed releases under the terms applicable to those releases.

13. Support and Updates

Support and updates are included for the first 12 months from the date of initial purchase of the Perpetual License. After that period, support and updates are provided only while a support subscription is active.

Expiration of a License Key affects access to support and updates but does not prevent continued use of the Software.

14. Assignment

Licensee may not assign this Agreement or any of its rights or obligations under this Agreement without Licensor's prior written consent. However, 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.

15. Confidentiality

Each party shall maintain in confidence any information received from the other party that is identified as confidential or should reasonably be understood to be confidential. This obligation does not apply to information that is publicly available through no breach of this Agreement, was already lawfully known to the receiving party, was independently developed or lawfully obtained from another source, or must be disclosed by law.

Licensee acknowledges that Licensor's non-public Source Code and technical information constitute confidential information.

16. Indemnification

Licensor shall indemnify, defend, and hold harmless Licensee and its officers, directors, employees, and agents from and against third-party claims, liabilities, damages, losses, costs, and expenses, including reasonable legal fees, arising from a claim that the Software, as provided by Licensor and used in accordance with this Agreement, infringes a third party's intellectual property rights.

Licensor shall have no indemnification obligation to the extent a claim arises from modifications to the Software not made by Licensor, use of the Software in breach of this Agreement, or combination of the Software with other products or services where the infringement would not have occurred but for such combination.

Licensee shall promptly notify Licensor of any infringement claim, provide reasonable cooperation, and allow Licensor to control the handling and settlement of the claim. Licensor shall not agree to any settlement that imposes obligations on Licensee without Licensee's prior written consent, which shall not be unreasonably withheld. Failure to provide prompt notice shall not relieve Licensor of its indemnification obligations except to the extent materially prejudiced by the delay.

17. Warranty Disclaimer

The Software is provided "as is," 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 or operate without errors. Licensor makes no warranty regarding the security of applications developed using the Software. 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 responsibility for evaluating, testing, and ensuring the Software's suitability for its intended purposes.

Nothing in this section excludes any rights or guarantees that cannot lawfully be excluded.

18. Limitation of Liability

Licensor's total aggregate liability arising out of or relating to this Agreement, including indemnification obligations and associated legal fees, costs, and expenses, shall not exceed the total fees paid by Licensee for the Software to which the claim relates.

Licensor shall not 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 applicable law.

19. Force Majeure

Licensor shall not be liable for any delay or failure in performance under this Agreement to the extent 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.

20. 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 located in Queensland, Australia, which shall have exclusive jurisdiction over such disputes.

21. 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 by courier;
b. On receipt by email, provided no delivery failure notification is received; or
c. Seven (7) business days after mailing, if sent by registered or certified mail.

22. No Waiver

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

23. 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.

24. 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.