SOFTWARE EVALUATION AND LICENCE AGREEMENT

DUG Technology (Australia) Pty Ltd   ACN 107 277 761 ("**DUG**")

Address: **76 Kings Park Road, West Perth, WA 6005 Australia**

Email: sales@dug.com

DUG grants the Licence to Licensee during the Licence Term, subject to the terms listed below.

1.   Purpose

This Software Evaluation and Licence Agreement ("**SELA**") and if applicable, the DUG quotation shall constitute the entire and only agreement between the parties and shall supersede all previous and any future communications, representations or agreements, either oral or written, with respect to the subject matter.

The parties specifically agree that any language or provisions contained on Licensee's website, invoice, purchase/ service order or product schedule, or contained in any "shrinkwrap" or "clickwrap" agreement, whether these other terms and conditions have been provided to DUG before or after the parties enter into this SELA shall not in any way supersede, modify or amend this SELA.

2.   Intellectual Property Rights

The Software and all Intellectual Property Rights in, and relating to, it are the property of DUG, and Licensee shall not, except as expressly set out in this SELA, acquire any rights, proprietary or otherwise, to the Software. Licensee retains all Intellectual Property Rights to the Data.

3.   Academic Licence

DUG may, in its exclusive discretion, provide free or discounted Licences which shall not be used to provide any commercial services, including consulting services.

4.   Evaluation Licence

The Evaluation Licence shall only be used for Software evaluation and testing purposes and shall not be issued and/or used to provide any commercial services, including consulting services.

5.   Commercial Licence

Commercial Licences may be used for commercial services, and consulting services.

A Licence Fee must be paid to obtain a Commercial Licence.

The Software may contain multiple modules that require payment of separate Licence Fees as described in the DUG quotation.

5.1 Node-Locked Licences

A node-locked Licence is valid only on a single Designated Computer ("**Node-locked Licence**"). A separate Licence Fee must be paid for each Designated Computer, and Licensee may not use the Software on any system(s) not specifically licensed.

A Node-locked Licence shall not be used on a system that permits remote / network login unless that system is for the exclusive use of a single person. This means that Licensee shall not use systems such as Citrix, VNC, or any other similar systems, to allow multiple users, simultaneously or otherwise, to use a single Node-locked Licence.

A Node-locked Licence may be transferred to a different Designated Computer upon request.

5.2 Floating Licences

A floating licence may be used by any person directly employed by the Licensee and who is based in the country of purchase (for the avoidance of doubt this does not include any of the Licensee's external contractors or subcontractors, unless otherwise specifically agreed in writing by DUG) ("**Floating Licence**").   Each Floating Licence allows one concurrent user.

Floating Licences shall not be shared with users outside Licensee's organisation, or between users based in multiple countries.   Users based in the country of purchase may continue to use the Licences while traveling temporarily.

6.   Download

DUG will provide instructions to Licensee detailing Software installation and use of any applicable update mechanisms.

7.   Modification and Reverse Engineering

Licensee shall not decompile, disassemble, reverse engineer, translate, modify, or adapt the Software, create derivative works or otherwise seek to obtain underlying ideas, algorithms, or non-public Application Programming Interfaces (APIs) from the Software in any way, nor use the Software for competitive analysis or to build competitive products.

8.   Assignment, Sale and Redistribution

The Licence may only be altered, assigned, sold, leased, rented, distributed, redistributed, licensed, sublicensed, or otherwise transferred in whole or in part with DUG prior written consent.

9.   Support

DUG will provide limited support to resolve issues relating to the Software.

Not all issues can be resolved. Licensee bears the risk that the program may not operate correctly at the designated site.

DUG makes every reasonable effort to resolve integration or other software issues. Please use the form at http://dug.com or email support@dug.com to request support or provide feedback.

Licensee assigns or otherwise waives all Intellectual Property Rights relating to support requests and feedback. If DUG, in its exclusive discretion, acts on that feedback, Licensee will not become the owner of or acquire any rights to the Software.   Upon request, Licensee must execute any documents required by DUG to confirm its ownership of any such Intellectual Property Rights.

From time to time and at its sole discretion, DUG may issue updates to the Software. DUG will give notice to Licensee when an update becomes available.

10. Warranties and Disclaimer
10.1   Warranties by DUG

DUG warrants that the Software has been developed in good faith and with reasonable professional skill. To the maximum extent permitted by law:

a) DUG does not warrant that the Software will be error free, operate in combination with other software, is fit for purpose, meets Licensee's requirements, or that its use will be uninterrupted; and

b) DUG specifically disclaims any other warranty or representation, express, implied, statutory or otherwise,

relating in any way to the Software, its quality, performance, merchantability or fitness for a particular purpose.

10.2 Accuracy and Data

DUG does not warrant that Data will be properly and accurately processed by the Software, or that any data, information or calculations made by the Software will be accurate, complete or error free. Licensee may make no Claim against DUG for any loss relating to these matters or any Data being corrupted or lost whether this occurs as a result of the Licensee's use of the Software or not. It is the Licensee's exclusive responsibility to make backups and protect the integrity of all Data.

10.3 Licensee's skill and judgment

Licensee shall at all times exercise its own skill and judgment in its use of the Software, and be solely liable for all opinions, recommendations, forecasts, or comments made or resulting actions taken.

10.4 Indemnities

Licensee indemnifies DUG from any Claim relating to this SELA or the operation of the Software by Licensee, its servants, agents, contractors, or clients.

11. Limits on Liability

For the purpose of an Evaluation Licence DUG does not receive any monetary consideration. To the fullest extent permitted at law, DUG's liability for any Claim will be none, and Licensee use of the Evaluation Licence is solely at Licensee's own risk.

To the fullest extent permitted by law, and notwithstanding any other terms or provisions to the contrary, DUG's total liability to Licensee for all Claims, including interest on any Claim, is limited to the Licence Fee paid in the 12 months preceding the circumstances that gave rise to the Claim.

For the avoidance of doubt, DUG will not be liable in any circumstances or under any Claim, if Licensee's loss or damage is caused in any way by the Licensee's configuration of the Software and any resulting effects.

Neither party shall be liable to the other party under any circumstances for any indirect losses, loss of use, loss of profits, income or data, consequential loss or special or extraordinary damages of any kind, arising out of the performance under this SELA.

12. Termination, Expiry and Renewal

DUG may immediately terminate this SELA if Licensee is in breach. Upon expiry of the Licence Term without renewal, or termination of this SELA by DUG, the rights and licence granted by DUG to Licensee under this SELA shall terminate and Licensee shall stop using the Software immediately.

Except for the Evaluation Licence, the Licence Term will automatically renew at the end of each Licence Term. Thirty (30) days prior to the end of the Licence Term, DUG will provide an electronic renewal invoice to the Licensee which specifies the rates to apply during the Renewed Licence Term. The Licensee agrees that, by continuing to use the Licence after the renewal date, it agrees to be bound by this SELA as updated by DUG from time to time.

For the avoidance of doubt, Licensee shall not use the Licence or any related materials beyond the Licence Term or any other period specifically agreed to in writing by DUG.

13. Anti-Bribery and anti-corruption

The parties must at all time comply with all applicable laws relating to anti-bribery, anti-corruption and improper payments, including, but not limited to the Criminal Code act 1995 (Cth) (Australia), the Foreign Corrupt Practices Act 1977 (US) and the Bribery Act 2010 (UK).

14. Confidentiality

All confidential information exchanged between the parties shall not be disclosed to anyone except its professional advisors or as may be required by any law, court order, or any applicable rules of a stock exchange or any legal or regulatory authority without the other party's written permission, unless such information is already known to the party in question at the time the information was received, or is or becomes part of the public domain.

15. Restraint

To protect the interests of DUG, the Client covenants with and undertakes to DUG that the Client and its Affiliates will not, and will use its best endeavours to ensure that its personnel do not, during the Restraint Period, either directly or indirectly in any capacity (whether as principal, agent, partner, employee, shareholder, unit holder, joint venturer, director, trustee, beneficiary, manager, consultant, adviser or otherwise) canvass or solicit any employee to leave his or her employment with DUG or any of its Affiliates. The Client will not be in breach of this clause if the employee responds to an employment advertisement in general publications.

The Client must immediately advise DUG if a person who is employed or contracted by DUG seeks to be employed or contracted by the Client or its Affiliates before the end of the Restraint Period.

16. Miscellaneous

Headings and emphasis are for convenience only and do not affect the interpretation of this SELA.

This SELA is governed by the laws of England and Wales and in the event of any dispute, controversy or claim arising in any way out of or in connection with this SELA each party irrevocably submits to the exclusive jurisdiction of the Singapore International Commercial Court.

Where any provision of this SELA is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this SELA.

Any personal information provided to DUG by the Licensee can be used by DUG without breaching any relevant privacy legislation including, without limitation, the Privacy Act 1988 (Cth) and the General Data Protection Regulation (GDPR) (EU).

Each party is responsible for complying with all applicable trade control regulations and sanctions. Licensee's use, export, transfer, assignment, or other movement of the Software in violation of any applicable trade control regulations or sanctions will result in automatic termination of this SELA and all rights to use the Software. Each party will be liable to pay (or reimburse the other party for) any taxes, interest, penalties or fines arising out of the party's failure to obtain any consents required at law or otherwise.

17. Definitions

"Academic Licence" means a License used for the purposes described in clause 3.

"Affiliates" means with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under common control with, such entity. For purposes of this SELA, "control" (including the terms "controlled by" and "under common control with") means the power, directly or indirectly, to direct or cause the direction of the management

and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

"Claim" means any action, suit, claim, proceeding, demand, loss, damage, cost (including all legal cost as between solicitor and own client) and expense of any nature whatsoever (including negligence) relating to this SELA, made against DUG, for any reason.

"Commercial Licence" is a Licence available in two forms "node-locked" or "floating" as described in clause 5 and for which a Licence Fee has been paid to DUG by the Licence.

"Data" means all data provided by the Licensee including but not limited to data used by the Software, and data generated by the Licensee's use of the Software. This data excludes any part of the Software, including but not limited to its executables, libraries, modules or other components used to process or generate said data.

"Designated Computers" means the specific computer nodes for which Licence Fees have been paid.

"Evaluation Licence" is a free of charge 30-day evaluation licence used solely for the purposes described in clause 4

"Intellectual Property Rights" includes both in Australia and throughout the world and for the duration of the rights:

- any patents, copyrights (including rights in computer software), moral rights, registered or unregistered trademarks or service marks, trade names, business names, internet domain names, e-mail address names, brand names, and commercial names and designations.

- any invention, discovery, trade secret, know-how, database rights, design rights, computer software or data and confidential, scientific, technical and product information.

- any and all other intellectual property and proprietary rights including derivatives of the above (whether registered or unregistered, and application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

"Licence" means a non-exclusive, non-transferable licence to use the Software.

"Licence Fee" means the fees exclusive of all applicable government taxes and charges payable by the Licensee to DUG for a Licence.

"Licence Term" means, in relation to an Evaluation Licence, 30 days from the date of installation (unless otherwise extended by DUG in writing), and otherwise means the term for which a Licence Fee has been paid, or Academic Licence issued as described in the DUG quotation or later invoice.

"Licensee" means the entity to which DUG grants the Licence.

"Renewed Licence Term" means the term for which the Licence Fee applicable to a renewal of a Licence has been paid, or issued.

"Restraint Period" means from the Effective Date until twelve (12) months after the expiration or earlier termination of the Agreement.

"Software" means the computer software provided by DUG under this SELA, including any updates thereto and any materials such as user manual, tutorials, or videos related to the software (if any).