

## SOFTWARE EVALUATION AND LICENCE AGREEMENT

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

Licensee acknowledges that all Intellectual Property Rights in and to the Software, including any updates, enhancements, and related documentation, remain the exclusive property of DUG. Licensee shall not acquire any rights other than those expressly granted under this SELA.

Licensee shall not claim any rights, title, or interest in the Software other than the limited licence granted herein. Any custom algorithms or integrations developed solely by Licensee shall remain Licensee's property, provided they do not infringe DUG's Intellectual Property Rights.

### 3. Academic Licence

Academic Licences are granted solely for non-commercial purposes. Licensee shall not use such licences to provide commercial services, including consulting, without DUG's prior written consent.

### 4. Evaluation Licence

Evaluation Licences are granted solely for non-commercial purposes. Licensee shall not use such licences to provide commercial services, including consulting, without DUG's prior written consent.

### 5. Commercial Licence

Commercial Licences grant the Licensee the right to use the Software for commercial purposes, subject to the terms of this SELA and payment of applicable fees. All Commercial Licences are non-exclusive, non-transferable, non-sublicensable, unless otherwise agreed in writing by DUG.

Commercial Licences are available in two licence models and two licence types, as described below:

#### 5.1. Licence Model

- (a) Fixed Term Lease Licence. A subscription-based licence granted for a defined period.
  - a. Updates and support are included during the subscription term.
- (b) Capital Licence. A perpetual licence granting indefinite use of the Software, subject to the following conditions:

- a. Updates and support are not included in the licence fee.
- b. Licensee must maintain an active maintenance and support plan, billed annually, as specified in the DUG quotation.
- c. Failure to maintain the plan will result in suspension of the licence until all outstanding fees plus 15% interest are paid.

#### 5.2. Licence Types

Each Licence Model (Fixed Term Lease or Capital) may be implemented under one of the following Licence Types:

- (a) Node-Locked Licence.
  - a. Valid only on a single Designated Computer.
  - b. Cannot be used on systems that allow multiple remote logins (e.g., Citrix, VNC).
  - c. Transfer to another Designated Computer requires prior written request to DUG.
- (b) Floating Licence.
  - a. Allows use by any employee of the Licensee located in the country of purchase.
  - b. Each Floating Licence permits one concurrent user.
  - c. Licences cannot be shared with external contractors, subcontractors or across multiple countries, unless expressly agreed in writing by DUG.
  - d. Users based in the country of purchase may temporarily use the licence while traveling.
- (c) Global Floating Licence.
  - a. A Global Floating Licence may be used by any person directly employed by the Licensee, regardless of their country of residence or location.
  - b. Each Global Floating Licence allows one concurrent user.
  - c. Global Floating Licence shall not be shared with users outside Licensee's organization.

#### 5.3. Deployment Models

The Software may be deployed in one or more of the following environments, as specified in the applicable DUG quotation:

- (a) On-Prem Deployment. Deployment on infrastructure owned, leased, or otherwise controlled by the Licensee. Including the Licensee's own workstations, servers, clusters, or private data centres.
- (b) DUG Cloud Deployment. Deployment on infrastructure managed by or on behalf of DUG, including DUG's high-performance computing cloud environments.
- (c) Third-Party Cloud Deployment. Deployment on cloud or hosted environments provided by third parties (including hyperscale providers such as AWS, Azure, or equivalent), where such infrastructure is not managed or controlled by DUG.
  - a. The Licensee acknowledges and agrees that Third-Party Cloud Deployments require a Global Floating

licence. Node-locked, site-restricted, or country-restricted licences are not permitted for use on Third-Party Cloud Deployments.

## 6. Software Download

### 6.1. Software Updating

DUG will provide instructions to Licensee detailing Software installation and use of any applicable update mechanisms. 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. Licensee shall be solely responsible for promptly implementing updates to maintain compatibility, functionality, and security. Failure to apply updates may result in performance degradation or security vulnerabilities for which DUG shall bear no liability.

### 6.2. Use of DUG HPC Cloud Platform

Where the Software is used in connection with any Cloud Services, the DUG HPC Cloud General Conditions shall apply. If there is any inconsistency between this SELA and the DUG HPC Cloud General Conditions regarding Cloud Services, the DUG HPC Cloud General Conditions will prevail to the extent of that inconsistency.

## 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.

Licensee further agrees not to allow any parent, subsidiary, affiliate, agent or other third party to: (a) copy or use the Software in any manner except as expressly permitted in this SELA; (b) transfer, sell, rent, lease, distribute, or sublicense the Software; (c) allow access or permit use of the Software by any third party except authorized third party contractors solely to provide services to Licensee, provided that Licensee shall be liable for all acts and omissions of such authorized third party contractors; (d) circumvent any licence keys that may be embedded within the Software; (e) alter or remove any proprietary notices in the Software; or (f) make available to any third party any analysis of the results of operation of the Software, including benchmarking results, without the prior written consent of DUG. DUG may revoke Licensee's licence without any liability or compensation to the Licensee, in the event Licensee commits a breach of any of the above.

DUG may immediately revoke Licensee's licence without liability or compensation if Licensee breaches any provision of this clause.

Notwithstanding the foregoing, Licensee may perform acts strictly necessary to achieve interoperability with other independently created software, solely as permitted under applicable laws of England and Wales, and only where such information has not been made available by DUG. Any information obtained shall be used exclusively for interoperability purposes and within the limits of the law.

## 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 to Fixed Term Lease Licensee and Capital Licensee (subject to Capital Licensee's continued payment of the annual maintenance and support fee).

DUG makes every reasonable effort to resolve integration or other software issues. DUG does not guarantee resolution of all issues. Licensee acknowledges and accepts the risk that the Software may not operate correctly in its environment. Any data shared during support shall be treated as confidential and processed in compliance with applicable privacy law.

Licensee assigns or otherwise waives all Intellectual Property Rights relating to support requests and feedback. Licensee agrees that DUG may freely use, incorporate, and exploit any feedback, suggestions, ideas, or support requests provided by Licensee relating to the Software, for any purpose, including improving or developing products and services. Such use shall not grant Licensee any rights in resulting developments. 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.

Please use the form at <http://dug.com> or email [support@dug.com](mailto:support@dug.com) to request support or provide feedback.

## 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.

DUG shall indemnify Licensee against third-party claims alleging infringement of Intellectual Property Rights by the Software, provided Licensee promptly notifies DUG and cooperates in the defense.

### **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 and Capital 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), the Bribery Act 2010 (UK) and the Malaysian Anti-Corruption Commission Act 2009.

### **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. Client Data Provided for Support or Processing**

Where the Licensee provides Data to DUG in connection with:

- (a) support requests; or
- (b) data processing services performed by DUG including AI/ML, Cloud processing or workflow execution, the parties agree as follows:
  - a. each party shall comply with applicable Data Protection Laws, including GDPR, UK GDPR, CCPA/CPRA, LGPD, PIPL, PDPA and similar global privacy laws;
  - b. Data transfers shall be subject to appropriate safeguards including SCCs, IDTAs, Binding Corporate Rules, or adequacy decisions as applicable;
  - c. Licensee warrants that it has obtained all necessary rights and consents to provide such Data to DUG and to permit DUG to process that Data in accordance with the Licensee's written instructions;
  - d. Licensee shall transfer Data only via secure and agreed mechanisms; and
  - e. Licensee remains responsible for the configuration and security of Licensee-controlled environments or systems.

### **16. Restraint**

To protect the interests of DUG, the Licensee covenants with and undertakes to DUG that the Licensee 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 Licensee will not be in breach of this clause if the employee responds to an employment advertisement in general publications.

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

### **17. 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), the General Data Protection Regulation (GDPR) (EU) and DUG's Privacy Policy (available on DUG's website).

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.

DUG reserves the right to audit Licensee's compliance with this SELA upon reasonable notice. Non-compliance may result in immediate termination and applicable penalties.

## **18. Definitions**

**"Academic Licence"** means a Licence 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, and where applicable, a maintenance and support fee has been paid to DUG by the Licensee.

**"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.

**"DUG"** means the entity within DUG Group of Companies, as stated in your DUG Software quotation, that is authorized to market, sell and distribute DUG Software.

**"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.

**"Maintenance and support"** means the Software maintenance and support service forming part of a Capital Licence that are provided and charged separately under a software maintenance and support agreement with DUG.

**"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).