

SOFTWARE LICENSE AGREEMENT (Version 2024-01-beta.01) – Breach Hydro

Parties

Forward Hydro Pty Ltd, ABN 62 664 280 693 (FH)

You, the individual or entity entering into the agreement (Licensee)

License

- Under this Software License Agreement (the "Agreement"), FH grants the Licensee a non-exclusive and non-transferable license (the "License") to use the Breach Hydro (the "Software") suite, noting within Breach Hydro are the software modules; Breacher and Breacher-Post.
- "Software" includes the executable computer programs and any related printed, electronic, and online documentation and any other files that may accompany the product.
- Title, copyright, intellectual property rights and distribution of the Software remain exclusively with FH. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.
- The software may be loaded onto no more than one computer. A single copy may be made for backup purposes only.
- The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
- The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
- Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.
- Access to this version may be provided by FH, at their own discretion, this version is expected to remain operational until December 2024 ("Expiration Date"). Upon reaching the Expiration Date, the software may cease to function, and the Licensee must discontinue all use of the software, unless written agreement from FH.

Feedback and Confidentiality

- Licensee agrees to provide timely feedback regarding the use, functionality, and performance of the Software. All feedback shall be the property of FH.
- Licensee agrees to keep the Software and any related information confidential and not to disclose such information to any third party without the prior written consent of FH.

Limitation of Liability

- The Software is provided by FH and accepted by the Licensee "as is". Liability of FH will be limited to a maximum of the original purchase price of the Software. FH will not be liable for any general, special, incidental, or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
- FH makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.
- FH does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.
- Licensee acknowledges that the Software is a beta version and may contain bugs, errors, and other issues. While the Software is in beta, or without exchange of monetary consideration, the software has been provided for testing purposes only and should not be used for commercial use unless the Licensee deems themselves as a "suitably qualified person" and has determined the software is fit-for-use.

Warrants and Representations

- FH warrants and represents that it is the copyright holder of the Software. FH warrants and represents that granting the license to use

this Software is not in violation of any other agreement, copyright, or applicable statute.

License Fee and Acceptance

- All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on registration of the Software with FH, downloading the software or opening / running the software.
- The original purchase price (if any) paid by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.

Term and User Support

- The term of this Agreement will begin on Acceptance and is perpetual.
- No user support or maintenance is provided as part of this Agreement.

Termination

- This agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to FH.

Governing Law and Force Majeure

- FH will be free of liability to the Licensee where FH is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire and war or any other unforeseen and uncontrollable event where FH has taken any and all appropriate action to mitigate such an event.
- The Parties to this Agreement submit to the jurisdiction of the courts of the State of Queensland for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Queensland, Australia.

Miscellaneous

- This Agreement can only be modified in writing signed by both FH and Licensee.
- This agreement does not create or imply any relationship in agency or partnership between FH and Licensee.
- Headings are inserted for the convenience of the parties only are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- If any covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will be the parties.
- This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the FH successors and assigns.

Notices

All notices to FH under this Agreement are to be provided to the following address: Forward Hydro Pty Ltd: Gold Coast, QLD, 4212