

TOMORROWX END USER LICENSE AND SERVICES SUBSCRIPTION AGREEMENT

PLEASE READ THIS TOMORROWX END USER LICENSE SUBSCRIPTION AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING, EXECUTING OR USING TOMORROWX SOFTWARE OR SERVICES. BY INSTALLING, EXECUTING OR USING TOMORROWX SOFTWARE OR SERVICES, YOU SIGNIFY ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT INSTALL, EXECUTE OR USE TOMORROWX SOFTWARE AND/OR SERVICES.

This is an Agreement between TomorrowX Pty Ltd ("TomorrowX") company number 117 945 945, registered in Victoria Australia, and the individual or entity which purchased TomorrowX Subscription License and Services from the TomorrowX Portal or Commercial Marketplace ("You" or "you").

Preamble

1. TomorrowX Pty Ltd ("TomorrowX") has developed software generally known as "Composable Agentic Platform", which is a component-driven digital delivery system for building software solutions, including platforms, apps, APIs, data streams, modifications and mediations to SaaS platforms and much more. TomorrowX is the owner of all proprietary rights to Composable Agentic Platform and the copyright to Composable Agentic Platform.
2. Composable Agentic Platform includes:
 - (a) a high-performance, low-touch **Agent** (or multiple **Agents**) which can access data within the network, that is licensed to run a named Solution, in either Production or Non Production environments;

- (b) a low-code, visual composable programming **Editor** for creating solutions
- (c) a catalogue of **Rules** (and/or, Rulesets) that are accessed within the Editor;
- (d) a **Console** for the management and deployment of repositories to one or any number of licensed Agents, which includes a range of **testing** and **operational tools**, for functional and performance testing and live probes.

While Agents are licensed separately and the individual Composable Agentic Platform Rules may be subject to additional terms, conditions and Intellectual Property Protections, all Rules are made available under this Agreement.

Composable Agentic Platform is available for evaluation under the terms of this Agreement.

After the evaluation period, to deploy a Solution to an Agent in a production or non-production environment, the Customer will require a paid Subscription License whereby a License Key will be generated and provided per Agent. The License Key may only be obtained directly from TomorrowX. The License Subscription allows the Customer to use Composable Agentic Platform for the subscription term specified in the Order Form (annual, unless stated otherwise), for a named Solution, for the specific number of licensed Production and Non-Production Agents and with the Rules that have been licensed.

3. TomorrowX reserves the right to alter the terms of this Agreement by providing 90 days' notice. Notice will be provided by email to the email address registered while purchasing an evaluation or paid License Key, or as updated on TomorrowX systems from time to time.
4. Upon ordering a License Subscription, the Customer undertakes that Composable Agentic Platform has been checked for workability, suitability and for freedom from defects of the provided Software during a test phase. Customer shall notify any defects to TomorrowX immediately via the Support system, which is available on the TomorrowX website or as otherwise advised. Customer also confirms that Composable Agentic Platform and the data carrier, if any, have been checked for freedom from defects and confirms that freedom from defects exists.

5. Customer shall never be entitled to translate Composable Agentic Platform from object code into source code (for example, by reverse engineering, disassembling or decompiling). This restriction does not apply to the extent that reverse engineering is expressly permitted by the license of a bundled third-party open source component (see clause 3) or cannot be prohibited under applicable law. Customer shall never crack or change the License Key or modify or delete any notes regarding rights, trademarks or the like which are part of Composable Agentic Platform or the medium upon which Composable Agentic Platform is stored.
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Definitions

In this agreement, the following terms have these meanings unless a contrary intention appears:

Agent (or Server) means the part of the Composable Agentic Platform which a Console can deploy a Solution to and which ultimately runs the solution, in a production, non-production or trial environment. A reference in this agreement, in any Order Form or in any other transaction document to a “Server” is a reference to an Agent.

Console means the part of the Composable Agentic Platform that is used to administer, program and initiate the deployment of a Solution to the Runtime

Customer means the organisation specified in the Order Form or Online Account that has purchased Composable Agentic Platform from TomorrowX or a TomorrowX Authorised Partner.

Designated System means the Customer’s computer system described in an Order Form accepted by TomorrowX or a TomorrowX Authorised Partner.

Documentation means any TomorrowX user manuals and other documentation or provided to the Customer with Composable Agentic Platform.

Environments means the Customer specific IT states in terms of a typical software development lifecycle. Environments can include but not limited to development, test, system testing, user acceptance testing, production

License Key means the alphanumeric string of characters issued by TomorrowX, sent to the Customer following the submission and acceptance of an Order Form. Each License Key is specific to an Agent and must only be installed on a single Agent as per the License Key Installation Process.

Licensed Purpose means use by the Customer of Composable Agentic Platform, for the specific Function and Customer Application as may be detailed in the Order Form.

Order Form means the data submitted by a customer to TomorrowX, for example via the Developer Website, requesting a license of Composable Agentic Platform. The Order Form will be issued in response to a formal quotation from TomorrowX, which may also take the form of an electronic store product description with price.

Non-Production means the Environment or Environments that contain the Solution including Composable Agentic Platform that are not running live. These Environments include but are not limited to what would be known as development, test, system integration testing, user acceptance testing and disaster recovery.

Production means the Environment whereby the Solution including Composable Agentic Platform is running as the live system for an organisation. Can be either internally or externally facing.

Registered Business means any organisation operating under an country Business Number or equivalent.

Composable Agentic Platform (or Software) means the object code version of the "Composable Agentic Platform" software product identified in an Order Form accepted by TomorrowX, including the Console, Agents, any Rules, Documentation and other components that are licensed as part of that Order Form, for the term and other restrictions listed in the Order Form.

Solution means the Customer software application described in an Order Form accepted by TomorrowX, with which the Customer is authorised to create and run using Composable Agentic Platform under this agreement.

TomorrowX means TomorrowX Pty Ltd (company number 117 945 945, registered in Victoria Australia), of 41-43 Stewart St Richmond VIC 3121 Australia.

Update means corrections and new versions of Composable Agentic Platform.

1 Testing of Composable Agentic Platform

1.1 Testing of Software Composable Agentic Platform is available for evaluation purposes. Composable Agentic Platform may be used and tested free of charge. In its evaluation, it is NOT to be used in Production environments or for Production loads. Without a License Key, the system is open for unauthorised use and administration. The publicly known password “admin” provides administrative access to anyone. The usage of Composable Agentic Platform without a valid license subscription for production or non-production use is strictly forbidden. TOMORROWX SHALL NOT BE LIABLE FOR ANY DAMAGE WHICH IS CAUSED BY RUNNING Composable Agentic Platform IN EVALUATION MODE. If Customer does not purchase a valid license for Composable Agentic Platform, Customer is obliged to delete all copies of Composable Agentic Platform and TomorrowX is entitled to request and receive proof of such action.

1.2 Customer is not allowed to publish any results of evaluations under any circumstances without prior written permission by TomorrowX.

1.3 The maximum time Composable Agentic Platform can be used for evaluation is 60 days – Evaluation Period. At the end of the Evaluation Period Composable Agentic Platform must either be
licensed by purchasing a commercial use subscription
uninstalled and all traces removed from all devices and Cloud instances

1.4 Only one evaluation of Composable Agentic Platform is allowed for a Customer within a 1 year period

2 Usage and Licensing

2.1 Upon payment of the subscription license fees, TomorrowX shall grant to the Customer a non-exclusive and non-transferable license to use Composable Agentic Platform, the licensed Agent and the Documentation for the limited term, which may also be restricted by a Licensed Purpose on a Designated System in accordance with the terms of this agreement. Refer to the Electronic Subscription Email, sent to each Customer, for particulars.

2.2 The license in clause 2.1 will extend to all Updates supplied to the Customer by TomorrowX or its partners.

2.3 The Subscription License needs to be linked to a Solution nominated by the Customer upon ordering. The Subscription License will then be restricted for usage with that Solution only.

2.4 All Production and non-Production Agents associated with the Solution must be licensed.

2.5 A License Key issued by TomorrowX must only be installed on the single Composable Agentic Platform Agent at any point in time that runs the named Solution associated with that specific License key. The License Key installation process is described in the Documentation available at <https://docs.tomorrowx.com>.

If a Solution requires more than one Agent, then a new License Key will need to be purchased and installed for each Agent.

License Keys are annual subscriptions and are non-transferable between Solutions.

2.6 Each Production Runtime Subscription License includes Non-Production Runtime Subscription Licenses for the Agents supporting the Customer's software development lifecycle and disaster recovery processes for that Solution, including development, test, staging and disaster recovery environments, at no additional charge. Non-Production Agents must be licensed in accordance with clause 2.4, and the corresponding License Keys are issued by TomorrowX on request. Non-Production Agents must not carry production workloads.

2.7 In the case of significant modification or change to the Solution, Customer must inform TomorrowX of these changes. TomorrowX, if necessary will issue another license key to Customer and at its discretion, TomorrowX shall decide if this is free of charge or billable at the Subscription Licensing at the time. Customer shall then lose the right to continue to use the first license key. TomorrowX shall be entitled to request evidence thereof within fourteen days of receipt of the new license key.

2.8 Usage of Composable Agentic Platform in certain countries and jurisdictions shall be affected in accordance with the directives applicable at the time the export/import occurs. The exporting and/or importing Customer shall be solely responsible for the compliance with the said directives. Re-export, be it separately or integrated into another system, shall be subject to approval to be obtained by Customer and shall be subject to the relevant foreign trade legislation and to US Export Regulations for the knowledge of and compliance with which Customer shall be responsible. Usage by Customers in the nuclear area, in particular in the area of manufacturing and operation of nuclear technology shall require special permits. TomorrowX reserves the right to alter the provisions on export and import at any time if national or international legislation requires.

2.9 Customer is responsible for the choice, installation and usage of the licensed Software and the intended Solution. The Customer is responsible for usage and choice of the technological environment and necessary services and the organisation to operate the systems and Composable Agentic Platform properly.

2.10 During the term of this Agreement and for one (1) year thereafter, Customer expressly grants to TomorrowX the right to audit Customer's facilities and records from time to time in order to verify Customer's compliance with the terms and conditions of this Agreement. An audit will in the first instance be conducted remotely on the basis of records; an on-site audit may follow where a records-based audit is insufficient to verify compliance. Any such audit shall only take place during Customer's normal business hours, upon no less than ten (10) days prior written notice from TomorrowX, and shall be conducted so as not to unreasonably disrupt Customer's operations. The audit shall be carried out by either TomorrowX or a TomorrowX authorised third party, in each case subject to confidentiality obligations no less protective than those in this agreement. TomorrowX shall conduct no more than one such audit in any twelve-month period except for the express purpose of assuring compliance by Customer where non-compliance has been established in a prior audit. TomorrowX shall give Customer written notice of any non-compliance, and if a payment deficiency exists, then Customer shall have fifteen (15) days from the date of such notice to make payment to TomorrowX for any payment deficiency. The amount of the payment deficiency will be determined by charging, for each underreported Agent across all Environments supporting the Solution, the then-current TomorrowX list price for the applicable subscription in respect of the period of the underreported use (or, where that period cannot be established, the then-current subscription term). If Customer is found to have underreported by more than five percent (5%) of the fees payable under this Agreement (or by two or more Agents, whichever is the greater), Customer shall also reimburse TomorrowX's reasonable costs of conducting the audit. No audit costs shall be payable, and the deficiency shall instead be charged at the Customer's contracted rate, where the underreporting arose from backup, failover, disaster recovery or a good-faith administrative error and is remedied within the fifteen (15) day period.

3 Third party components

3.1 Composable Agentic Platform, like many other products, is indebted to the efforts of a number of third-party providers. Some of those components are open source, others are licensed from commercial software vendors. Composable Agentic Platform includes or is supplied together with certain components of third party software, including those identified in Third Party Software (depending on the product version and installed extensions).

3.2 Each Composable Agentic Platform distribution includes its own authoritative attribution set for the version supplied: a NOTICE.txt inventory of bundled third-party components, a licenses/ directory containing the full text of each applicable third-party license, a written source-code offer for components licensed under the GNU Lesser General Public License (OPEN-SOURCE-OFFER.txt), and a machine-readable Software Bill of Materials. If the published Third Party Software pages and the distribution differ, the NOTICE.txt supplied with the distribution is authoritative for that version.

3.3 Third party components are licensed to the Customer under the terms of the applicable third party license, not under this agreement. By entering into this agreement the Customer agrees to comply with those terms. Nothing in this agreement restricts, limits or removes any rights granted to the Customer under the license of any bundled open source component, and to the extent of any inconsistency between this agreement and an applicable open source license with respect to that component, the open source license prevails. An open source component license prevails only with respect to that component and the rights it grants; it does not extend any rights to any other part of Composable Agentic Platform.

3.4 Certain third party components carry additional usage conditions. In particular, the MaxMind GeoIP library is open source, but MaxMind GeoIP databases and the MaxMind minFraud service are licensed separately by MaxMind, Inc.; Customers requiring those capabilities must obtain the appropriate license or subscription directly from MaxMind (see MAXMIND-COMMERCIAL-USE.txt in the distribution). Vendor JDBC drivers (for example MySQL Connector/J) are not bundled and, where required, must be obtained by the Customer directly from the database vendor under the vendor's license terms.

3.5 TomorrowX gives no warranty and accepts no liability in connection with third party components, to the extent permitted by applicable law.

4 Restrictions

4.1 The Customer must not:

- (a) copy Composable Agentic Platform or allow Composable Agentic Platform to be copied (other than for normal system operation as authorised by this agreement), provided that the Customer may copy Composable Agentic Platform for bona fide back-up purposes;
- (b) translate, adapt, vary or modify Composable Agentic Platform outside of Rules and Rule sets as per the documentation made available by TomorrowX within Composable Agentic Platform;
- (c) disassemble, decompile or reverse engineer Composable Agentic Platform, except to the extent expressly permitted by the license of a bundled third-party open source component (see clause 3) or by applicable law notwithstanding this limitation. For the avoidance of doubt, this exception is limited to the specific activities, purposes and extent that the applicable open source component license expressly permits, or that applicable law grants notwithstanding this clause; it does not confer any general right to disassemble, decompile or reverse engineer Composable Agentic Platform or to access, reconstruct or derive any TomorrowX proprietary source code;
- (d) sub-license, rent, lease or transfer Composable Agentic Platform to any other person, whether on a permanent or temporary basis;
- (e) use or permit the use of any artificial intelligence or machine learning system (including any large language model) to: (i) derive, reconstruct or approximate the source code, structure or underlying logic of Composable Agentic Platform; (ii) create a product or work that replicates or substantially reproduces the functionality of Composable Agentic Platform; or (iii) train, fine-tune or otherwise improve any AI or machine learning model using Composable Agentic Platform or the Documentation. This clause does not restrict (x) the use of AI-assisted development tools to create Rules and Extensions in accordance with clause 8.4 and the Documentation, (y) the use of Composable Agentic Platform to process, route or manage AI or LLM traffic as part of the Customer's Solution, or (z) any activity within the scope of the exceptions in clause 4.1(c); and
- (f) operate Composable Agentic Platform, or any Solution, as a hosted or multi-tenant service to which persons outside the Customer's own organisational boundary connect, including as software-as-a-service or a service bureau, where data is transmitted beyond that boundary for mediation or processing by Composable Agentic Platform. This clause does not prevent Composable Agentic Platform being operated as an embedded component of a broader product or service, or being operated on the Customer's behalf by a managed service provider or other third party, in each case provided that Composable Agentic Platform runs within the organisational boundary of the organisation whose data is being mediated and, in the case of an embedded component,

the broader product or service is expressly named as the licensed Solution in the applicable Order Form.

4.2 The Customer must:

- (a) maintain accurate and up-to-date records of the number and location of all copies of Composable Agentic Platform;
- (b) supervise and control use of Composable Agentic Platform in accordance with the terms of this agreement;
- (c) replace the current version of Composable Agentic Platform with any Update made available by TomorrowX or its authorised resellers within 180 days of receipt, or when required to address a support request;
- (d) reproduce the copyright notice of TomorrowX on any copies of Composable Agentic Platform or Documentation; and
- (e) within fourteen (14) days after the date of termination or expiry of this agreement for any reason, return or destroy (at the discretion of TomorrowX), Composable Agentic Platform and Documentation and all updates, upgrades or copies, partial copies, modifications of Composable Agentic Platform and Documentation received from TomorrowX or its resellers or made in connection with this agreement and provide TomorrowX with a certificate certifying this has been done.

5 Support

5.1 Support and maintenance services are available through TomorrowX (email help@tomorrowx.dev or <https://tomorrowx.com/contact>) or a TomorrowX Authorised Partner under a separate agreement. Updates to Composable Agentic Platform will be made available to the Customer under the terms of this Agreement.

5.2 Self Help Support options:

- Community Support
- Knowledgebase

5.3 Support subscriptions, support upgrade options are available during the purchase process:

Note: all response resolution times are average times for resolution of support issues.

(a) 8x5 Support AEST (included in paid license):

- Response availability: 8 x 5 excluding public holidays AEST
- Response resolution: 1-3 working days
- Support channels: Ticket support, Chat support

(b) 24x7 per license (paid extra):

- Response availability: 24 x 7 including public holidays
- Response resolution: 1-3 working days
- Support channels: Ticket support, Chat support

5.4 Supported Products:

- TomorrowX Composable Agentic Platform – Console
- TomorrowX Composable Agentic Platform – Console Repositories (e.g Console modifications, Custom Functions and XHI)
- TomorrowX Composable Agentic Platform – Rules Packs (incl. Base Composable Agentic Platform Rules Pack) (Note: individual rules within packages may have their own support expiry date)
- TomorrowX Composable Agentic Platform – Agents

5.5 Products Not Supported

- User Created Rules and Repositories
- Third Party Rules and Repositories

5.6 Excluded Support Services. Unless otherwise agreed to by the parties in writing, TomorrowX shall not be responsible for providing Support Services hereunder for problems or service issues caused by the following: (i) improper use of the Licensed Software; or (ii) modifications or customisations made to the Licensed Software; or (iii) Customer Solution specific services.

5.7 Escalation (Enterprise Subscriptions Only): In the event that a problem cannot be reproduced remotely, TomorrowX may, at its discretion, visit the Customer site where the problem has occurred, with the prior approval of the Customer. The Customer shall be responsible for TomorrowX travel expenses.

6 Price and payment

The Customer agrees to pay TomorrowX the license fee specified on the quotation that will match the Order Form. Unless otherwise specified, all fees are exclusive of all taxes and charges, including GST / VAT, which may apply to the supply of Composable Agentic Platform or this agreement.

7 GST/VAT

If any goods and services tax ("GST") or value-added tax ("VAT") is payable on any supplies made under this agreement, an amount on account of GST/VAT will also be payable by the Customer as invoiced to the Customer.

8 Intellectual Property

8.1 The Customer acknowledges and agrees that TomorrowX owns all intellectual property (including copyright, trademarks, patents and so on) in or in relation to:

- (a) Composable Agentic Platform and Documentation; and
- (b) any modifications, enhancements or derivative works of Composable Agentic Platform or the Documentation, excluding Customer and Partner Rules and Extensions as provided in clause 8.4, and including any Rule or Extension assigned to TomorrowX under clause 8.4(b).

8.2 Any modifications, enhancements or derivative works of the kind described in clause 8.1(b) that are developed by or on behalf of the Customer as permitted by this agreement are owned by TomorrowX and will automatically be subject to the license granted by this agreement, for so long as the Customer has a paid up Subscription with a TomorrowX authorised partner for the support and maintenance of Composable Agentic Platform. General purpose modifications, enhancements and derivative works that are useful to other customers and are contributed back to TomorrowX, and Rules and Extensions assigned to TomorrowX under clause 8.4(b), will be officially supported and automatically included in future product releases.

8.3 The Customer must not during or after the expiry or termination of this agreement in any way dispute TomorrowX's ownership.

8.4 Rules and Extensions, mean the functional changes and additions to Composable Agentic Platform developed by a Customer or Partner using the instructions as set out in the Developer Guide (as published in the Documentation from time to time).

(a) A Partner or Customer may develop Rules and Extensions to use within Composable Agentic Platform and subject to 8.4(b) below, the Intellectual Property Rights in such Rules and Extensions is owned by the Partner or Customer. In such a situation, the Partner or Customer will be responsible for the maintenance and support of all their Rules and Extensions. For the avoidance of doubt, ownership of Rules and Extensions under this clause does not confer any right, title or interest in Composable Agentic Platform itself, and the use of Rules and Extensions with Composable Agentic Platform at all times requires a valid subscription under this agreement.

(b) If Partner or Customer develops a Rule or Extension, but would prefer not to maintain and support such Rule or Extension and prefer that such Rule or Extension is maintained and supported by TomorrowX, then it may notify TomorrowX in writing of the same and provide TomorrowX with a copy of the relevant Rule or Extension for TomorrowX's review and validation. If TomorrowX accepts the Rule or Extension, the Partner or Customer assigns to TomorrowX all Intellectual Property Rights in the relevant Rule or Extension, which from such point will no longer be a Partner or Customer Rule or Extension and will become part of the Composable Agentic Platform. For the avoidance of doubt, TomorrowX is under no obligation to accept any such Rule or Extension.

9 Warranty

9.1 TomorrowX warrants that it is entitled to grant the license in this agreement to the Customer.

9.2 THE CUSTOMER ACKNOWLEDGES THAT SOFTWARE IN GENERAL IS NOT ERROR-FREE AND AGREES THAT THE EXISTENCE OF SUCH ERRORS WILL NOT CONSTITUTE A BREACH OF THIS AGREEMENT.

9.3 TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, TOMORROWX DISCLAIMS ALL WARRANTIES WITH RESPECT TO COMPOSABLE AGENTIC PLATFORM, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

9.4 ALTHOUGH TOMORROWX DOES NOT WARRANT THAT COMPOSABLE AGENTIC PLATFORM WILL BE FREE FROM ALL KNOWN VIRUSES, IT HAS USED COMMERCIALY REASONABLE EFFORTS TO CHECK FOR THE MOST COMMONLY KNOWN VIRUSES PRIOR TO PACKAGING BUT THE CUSTOMER IS SOLELY RESPONSIBLE FOR VIRUS SCANNING COMPOSABLE AGENTIC PLATFORM

10 Indemnity

10.1 TomorrowX agrees to indemnify and defend at its own expense the Customer from and against any claim by a third party that Composable Agentic Platform or Documentation infringes the intellectual property rights (excluding patent rights) of the third party in the Territory PROVIDED THAT the Customer:

- (a) gives TomorrowX prompt notice of any claim that is made against the Customer; and
- (b) grants TomorrowX the right to defend any such claims and make settlements thereof at its own discretion; and
- (c) gives such assistance as TomorrowX may reasonably require to settle or oppose any such claims.

10.2 TomorrowX has no obligation to indemnify the Customer in accordance with clause 10.1 if the infringement is caused by any use or modification of Composable Agentic Platform or Documentation by Customer outside the scope of this agreement or by the combination of Composable Agentic Platform with other elements not provided by TomorrowX.

10.3 If any such infringement occurs or may, in TomorrowX's reasonable judgment, occur, TomorrowX may at its sole option and expense:

- (a) procure for the Customer the right to continue using Composable Agentic Platform; or
- (b) modify or amend Composable Agentic Platform so that it becomes non-infringing; or
- (c) replace Composable Agentic Platform with other software of similar capability.

11 Liability

11.1 The Customer acknowledges that it has had an opportunity to test and evaluate Composable Agentic Platform and that it is responsible for ensuring that Composable Agentic Platform is fit for its intended purposes. The Customer warrants that it has conducted appropriate stress tests in relation to its intended use of Composable Agentic Platform.

11.2 TomorrowX will not be liable to the Customer for any loss or damage howsoever caused arising (whether in contract, tort or otherwise) directly or indirectly in connection with this agreement, Composable Agentic Platform, its use or otherwise, except to the extent to which it is unlawful to exclude such liability under applicable law.

11.3 Notwithstanding the generality of clause 11.2 above, TomorrowX expressly excludes liability for any indirect, special, incidental or consequential loss or damage or for loss of data, profit, business, revenue, goodwill or anticipated savings, which may arise (whether in contract, tort or otherwise) in respect of this agreement, Composable Agentic Platform or its use.

11.4 If any exclusion contained in this agreement is held to be invalid for any reason and TomorrowX becomes liable for loss or damage that may lawfully be limited, that liability will be limited to the license fee paid by the Customer.

11.5 TomorrowX does not exclude liability for death or personal injury to the extent only that it is caused by the negligence of TomorrowX, its employees or agents.

11.6 Notwithstanding any other provisions contained in this agreement, where any law implies any term into this agreement, and that law avoids or prohibits provisions in a contract excluding or modifying such term, that term will be deemed to be included in this agreement, but TomorrowX's liability for a breach of that term is limited to the maximum extent permitted by that law.

11.7 The Customer acknowledges that TomorrowX has no connection with third parties that may be used as part of a rule or rule set of Composable Agentic Platform.

TomorrowX will in most cases request that Customer enter into standalone agreements with such parties when and if required. However, TomorrowX will not provide support or take any liability for any damage caused, whatsoever and howsoever caused, for such third party products and/or services.

12 Confidential Information

12.1 All information, data, drawings, specifications, documentation, software listings, source or object code which TomorrowX may have imparted and may from time to time impart to the Customer relating to Composable Agentic Platform is confidential to TomorrowX ("Confidential Information"). The Customer will use the Confidential Information solely in accordance with the provisions of this agreement and will not at any time during or after expiry or termination of this agreement, disclose the Confidential Information, whether directly or indirectly, to any third party without TomorrowX 's prior written consent.

12.2 Except as expressly permitted by this agreement, the Customer will not itself or through any subsidiary, agent or third party use the Confidential Information to copy, reproduce, translate, adapt, vary, modify, decompile, disassemble or reverse engineer Composable Agentic Platform nor will the Customer have any software or other program written or developed for itself based on any Confidential Information supplied to it by TomorrowX. This clause does not restrict any activity with respect to a bundled third-party open source component that the component's own license expressly permits. Disclosure of Confidential Information to any third-party artificial intelligence or machine learning service constitutes disclosure to a third party for the purposes of this clause.

12.3 The provisions in this clause will not prevent the disclosure or use by the Customer of any information, which, through no fault of the Customer, becomes public knowledge.

12.4 On termination or expiration of this agreement, the Customer will return or destroy all Confidential Information obtained from TomorrowX and copies thereof.

13 Termination

13.1 TomorrowX may by notice in writing to the Customer terminate this agreement if the Customer:

- (a) is in breach of this agreement and fails to remedy the breach (if capable of remedy) within 30 days of receiving written notice of the breach from TomorrowX; or
- (b) enters into any form of insolvency administration, including liquidation, bankruptcy, receivership, voluntary administration or otherwise.

13.2 On termination, the Customer will pay to TomorrowX all costs and expenses, including legal and other fees incurred and all arrears of fees, charges or other payments arising in respect of Composable Agentic Platform or this agreement.

13.3 Termination does not affect any other rights and remedies TomorrowX may have under this agreement or at law.

13.4 Upon termination or expiration of this agreement, the following provisions will survive: clauses 4, 8, 9, 10, 11 and 12.

13.5 The Customer may by notice in writing to TomorrowX terminate this agreement at any time for any reason, provided it pays all outstanding costs, including those under this License Subscription Agreement, for the full term of the contract. Note that the Customer may be required to comply with terms relating to other Agreements as well, such as those it may have entered into with a TomorrowX authorised partner.

14 Force Majeure

TomorrowX is not liable to the Customer in respect of any breach of this agreement to the extent caused by events beyond the reasonable control of TomorrowX.

15 Entire agreement

This agreement is the entire agreement between the parties in relation to its subject matter and supersedes any prior negotiations or representations.

16 Assignment

The Customer may not assign or otherwise transfer all or part of Composable Agentic Platform or this agreement without the prior written consent of TomorrowX which may not be reasonably withheld.

17 Waiver

Failure by TomorrowX to enforce at any time any of the provisions of this agreement will not be construed as a waiver of TomorrowX's rights or in any way affect the validity of this agreement or prejudice TomorrowX's rights to take subsequent action.

18 Severability

If any of these terms, conditions or provisions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, that term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

19 Law

This agreement will be governed by, and interpreted in accordance with, the laws in force in Victoria, Australia.

Product Trial Terms & Conditions

TomorrowX provides the TomorrowX Product Trial Subscription(s) for evaluation purposes subject to the terms of the TomorrowX License Subscription Agreement.

If you use the TomorrowX Subscription for any purpose other than for evaluation, you agree to pay TomorrowX the Subscription Fee(s) for each License pursuant to the License Subscription Agreement, which is in addition to any and all other remedies available to TomorrowX under applicable law.

Examples of situations where you would incur additional fees and be in violation of the Agreement include, but are not limited to:

- Using the services provided under the product trial program for a production installation,
- Offering support services to third parties, or
- Complementing or supplementing third party support services with services received through the TomorrowX Product Trial Subscription Program

By proceeding, you acknowledge that you've read and agree to the terms and conditions of the TomorrowX License Subscription Agreement which governs your use.