

YIRRA SYSTEMS PTY LTD

MASTER COMMERCIAL HARDWARE LICENSE AGREEMENT

Replicant GEN 1 — Version 1.0

Agreement Type	Master Commercial Hardware License Agreement (MCLA)
Subject Matter	Replicant GEN 1 Open Drone Platform — Commercial License
Licensor	Curbsider Pty Ltd (trading as Yirra Systems) (Victoria, Australia)
Licensee	See Schedule C
Effective Date	See Schedule C — Clause C1
Governing Law	Victoria, Australia
Document Version	v1.0 This Agreement supersedes all prior commercial arrangements

THIS AGREEMENT is a legally binding contract. By signing Schedule C, both parties agree to be bound by all terms set out herein. Licensee should obtain independent legal advice before signing. This Agreement is intended to operate as a master template — the specific commercial terms for each arrangement are set out in Schedule C (Commercial Schedule), which, when executed, forms part of this Agreement.

THIS MASTER COMMERCIAL HARDWARE LICENSE AGREEMENT is entered into as of the Effective Date set out in Schedule C

BETWEEN:

Curbsider Pty Ltd (trading as Yirra Systems), a company incorporated in Victoria, Australia ("Licensor");
AND

The entity identified as Licensee in Schedule C ("Licensee").

RECITALS

- Licensor has developed and owns the intellectual property rights in the Replicant GEN 1 open drone platform, including the Licensed Materials identified in Schedule A.
- The Licensed Materials are made publicly available under the CERN Open Hardware Licence v2.0 — Weakly Reciprocal (CERN-OHL-W-2.0) for those who comply with its terms.
- Licensee desires to obtain a commercial license to manufacture, distribute, and/or integrate the Licensed Materials in a manner that extends beyond, or operates outside, the CERN-OHL-W-2.0 framework.
- Licensor is willing to grant such a commercial license on the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and the fees payable under this Agreement, the parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms have the meanings set out below. Other capitalised terms are defined where they first appear.

"Affiliate" means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where "control" means ownership of more than fifty percent (50%) of the voting interests.

"Agreement" means this Master Commercial Hardware License Agreement, together with all Schedules attached hereto.

"Authorised Purpose" means the specific license type(s) elected in Schedule C: OEM Manufacturing, Distribution, and/or Integration, as applicable.

"Change of Control" means any transaction or series of transactions resulting in a person or entity acquiring, directly or indirectly, more than fifty percent (50%) of the voting interests of Licensee, or the sale of all or substantially all of Licensee's assets.

"Competing Entity" means any person or entity that designs, develops, manufactures, or sells open-source or commercial drone platforms that directly compete with the Licensor's products or services.

"Confidential Information" means any non-public information disclosed by one party to the other in connection with this Agreement that is marked as confidential, or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including but not limited to: technical data, trade secrets, pricing, business plans, customer lists, and the terms of this Agreement.

"Derivative Work" means any design, product, documentation, or file that incorporates, is derived from, or based upon the Licensed Materials, including modifications, adaptations, or improvements.

"Distribute" means to make available to any third party, whether by sale, supply, gift, lease, or any other means.

"Effective Date" means the date last signed by both parties, as recorded in Schedule C.

"End Customer" means a third-party purchaser who acquires a Manufactured Product from Licensee for end use, and not for resale or further manufacturing.

"Exclusivity Scope" means where elected in Schedule C, the defined territory and/or market vertical within which Licensor grants Licensee an exclusive commercial license.

"Force Majeure Event" means any event beyond a party's reasonable control, including acts of God, war, natural disaster, pandemic, government action, or failure of third-party infrastructure.

"Initial Term" means the term specified in Schedule C, commencing on the Effective Date.

"Integration" means the incorporation of the Licensed Materials or Manufactured Products into a larger system, platform, service, or solution developed or operated by Licensee.

"License Year" means each consecutive twelve-month period commencing on the Effective Date or any anniversary thereof.

"Licensed Materials" means the Airframe Design Files and associated documentation for the Replicant GEN 1, as identified in Schedule A and as updated from time to time by Licensor.

"Manufactured Product" means any physical item produced using or based upon the Licensed Materials or any Derivative Work thereof.

"Minimum Volume Commitment" means where exclusivity is elected, the minimum annual number of Manufactured Products Licensee commits to Distribute, as specified in Schedule C.

"OEM Manufacturing" means the manufacture of Manufactured Products by or on behalf of Licensee for sale under Licensee's own brand or for supply to a third party.

"Proprietary Components" means the Yirra Systems battery pack design and any files marked "Proprietary" — not included in the Licensed Materials and not licensed under this Agreement without a separate written agreement.

"Reporting Period" means each consecutive three-month period commencing on the Effective Date.

"Territory" means the geographic area specified in Schedule C within which the license rights are exercisable.

"Tier" means the applicable pricing tier from Schedule B, as elected or assigned in Schedule C.

2. GRANT OF LICENSE

2.1 License Grant.

Subject to the terms and conditions of this Agreement (including payment of all applicable fees and execution of Schedule C), Licensor grants Licensee a non-transferable, worldwide license (subject to the Territory), limited to the Authorised Purpose(s) elected in Schedule C, to:

2.2 OEM Manufacturing License.

Where elected in Schedule C, Licensee may:

- (a) download, access, and use the Licensed Materials;
- (b) manufacture Manufactured Products for sale under Licensee's own brand;
- (c) commission a third-party contract manufacturer to produce Manufactured Products on Licensee's behalf, provided such manufacturer is bound by obligations equivalent to the restrictions in clause 4;
- (d) create Derivative Works of the Licensed Materials; and
- (e) Distribute Manufactured Products to End Customers and resellers within the Territory — without any obligation to disclose modified source files or Derivative Work design files.

2.3 Distribution License.

Where elected in Schedule C, Licensee may:

- (a) purchase or source Manufactured Products from Licensor or from Licensor's authorised OEM licensees; and
- (b) Distribute those Manufactured Products to End Customers within the Territory under Licensee's own distribution brand.

A Distribution License does not include the right to manufacture, modify the design, or create Derivative Works.

2.4 Integration Partner License.

Where elected in Schedule C, Licensee may:

- (a) incorporate the Licensed Materials, or Manufactured Products sourced from Licensor or its authorised OEM licensees, into a larger system, platform, or service developed by Licensee; and
- (b) Distribute or deploy that integrated system commercially.

An Integration Partner License does not include the right to Distribute the Licensed Materials or Manufactured Products as standalone products.

2.5 Sublicensing to End Customers.

Licensee may pass rights to End Customers necessary for those End Customers to operate Manufactured Products. Licensee may not sublicense manufacturing, design, or distribution rights to any third party without Licensor's prior written consent.

2.6 Non-Exclusive Default.

The license granted under this clause 2 is non-exclusive unless Licensee has elected and paid for an Exclusive License in Schedule C, in which case clause 3 applies.

3. EXCLUSIVITY

3.1 Exclusive License Option.

Where Licensee has elected an Exclusive License in Schedule C and paid the applicable Exclusivity Fee, Licensor grants Licensee an exclusive commercial license within the Exclusivity Scope (defined territory and/or market vertical) for the duration of the Exclusivity Period. During that period, Licensor will not grant the same Authorised Purpose rights to any other party within the Exclusivity Scope.

3.2 Licensor's Retained Rights.

Exclusivity does not prevent Licensor from:

- (a) continuing to make the Licensed Materials available under CERN-OHL-W-2.0;
- (b) manufacturing or selling Manufactured Products under Licensor's own brand within the Exclusivity Scope, unless Territory Exclusivity has been elected and covers direct sales;
- (c) licensing rights to other parties outside the Exclusivity Scope; or
- (d) entering into exclusivity arrangements in different territories or verticals.

3.3 Minimum Volume Commitment.

Exclusive licensing is conditional on Licensee meeting the Minimum Volume Commitment specified in Schedule C in each License Year of the Exclusivity Period. If Licensee fails to meet the Minimum Volume Commitment in any License Year, Licensor may, at its sole discretion: (a) convert the license to non-exclusive for the following License Year; or (b) terminate the Exclusivity Period on thirty (30) days' written notice.

3.4 Exclusivity Fee.

The Exclusivity Fee is a non-refundable premium payable in addition to the Annual Base Fee and Per-Unit Royalties set out in Schedule B. The Exclusivity Fee is specified in Schedule C and is due at commencement of the Exclusivity Period and on each anniversary thereof.

3.5 Review and Renewal.

At the end of each Exclusivity Period, exclusivity may be renewed by written agreement of both parties on terms (including Minimum Volume Commitment and Exclusivity Fee) to be negotiated in good faith.

4. RESTRICTIONS

Licensee must not, and must ensure its Affiliates, contract manufacturers, and authorised sublicensees do not:

- (a) Sublicense — grant any third party rights beyond those permitted under clause 2.5 without prior written consent from Licensor;
- (b) Transfer — assign or transfer this Agreement, the license, or any rights herein without prior written consent from Licensor (not to be unreasonably withheld in respect of an intra-group transfer to an Affiliate);
- (c) Manufacture Proprietary Components — reproduce, manufacture, copy, or create derivative works of the Proprietary Components without a separate written agreement with Licensor;
- (d) Misrepresent — represent that Manufactured Products are designed, safety-certified, endorsed, or warranted by Licensor, except as expressly permitted in writing;

- (e) Remove Notices — remove, alter, or obscure any copyright, trademark, or attribution notice in or on the Licensed Materials or Manufactured Products;
- (f) Reverse Engineer Proprietary Components — attempt to reverse engineer, decompile, or derive the design of the Proprietary Components;
- (g) Export in Breach — export or re-export the Licensed Materials, Derivative Works, or Manufactured Products in violation of any applicable export control laws (see clause 12);
- (h) Use Outside Territory — exercise license rights outside the Territory without prior written consent; or
- (i) Use Against Licensor — use the Licensed Materials or Derivative Works to compete directly with Licensor's proprietary products in a manner that exploits Confidential Information received under this Agreement.

5. LICENSED MATERIALS AND UPDATES

5.1 Scope.

The Licensed Materials are identified in Schedule A. The Proprietary Components are expressly excluded from this Agreement and require a separate commercial arrangement with Licensor.

5.2 Updates and New Versions.

This Agreement covers the Licensed Materials as published at the Effective Date. Licensor may release updated or new versions of the Licensed Materials from time to time. Access to updated Licensed Materials is at Licensor's discretion and may be provided:

- (a) automatically as part of this Agreement where Licensor elects to do so; or
- (b) on negotiated terms in an updated Schedule A or written amendment.

Licensee has no contractual right to receive updates unless expressly agreed in Schedule C.

5.3 No Exclusivity Over Updates.

An Exclusive License under clause 3 does not grant Licensee any exclusive rights over future versions or updates to the Licensed Materials, unless expressly agreed in writing.

6. COMMERCIAL FEES, ROYALTIES, AND REPORTING

6.1 Fee Structure.

The commercial fees applicable to this Agreement comprise: (a) an Annual Base Fee; (b) Per-Unit Royalties; and, where applicable, (c) an Exclusivity Fee. All components are cumulative. The applicable rates are determined by the Tier elected in Schedule C and set out in the current Schedule B (Standard Fee Schedule), which is incorporated by reference.

6.2 Annual Base Fee.

The Annual Base Fee for the elected Tier is due and payable in full on the Effective Date and on each anniversary thereof. The Annual Base Fee is non-refundable, including on early termination of this Agreement.

6.3 Per-Unit Royalty.

A Per-Unit Royalty is payable for each Manufactured Product that is Distributed by Licensee or its Affiliates during the applicable Reporting Period. The royalty accrues on the date a Manufactured Product is shipped, invoiced, or otherwise Distributed to a third party, whichever occurs first. The applicable Per-Unit Royalty rate is set out in Schedule B for the elected Tier.

6.4 Exclusivity Fee.

Where an Exclusive License is elected, the Exclusivity Fee specified in Schedule C is payable as set out in clause 3.4, in addition to all other fees.

6.5 Royalty Reporting.

Within thirty (30) days of the end of each Reporting Period, Licensee must deliver to Licensor a written royalty report containing: (a) total Manufactured Products Distributed in the period; (b) a breakdown by product variant; (c) total Per-Unit Royalties accrued; (d) for exclusivity purposes: total volume against the Minimum Volume Commitment; and (e) any other information reasonably requested. Nil reports are required even in periods of no activity.

6.6 Payment Terms.

All royalty payments are due within thirty (30) days of the end of each Reporting Period. All payments must be made in United States Dollars (USD) by bank transfer to the account nominated by Licensor. All fees exclude applicable taxes, duties, and withholding obligations, which are Licensee's sole responsibility. Where withholding tax applies, Licensee must gross up payments such that Licensor receives the full contractual amount net of withholding.

6.7 Late Payment Interest.

Amounts not paid by the due date accrue interest at one and a half percent (1.5%) per month (compounding monthly, approximately 19.56% per annum) from the due date until actual payment, without prejudice to any other remedy.

6.8 Tier Management.

Licensee must elect the Tier in Schedule C based on projected annual Manufactured Product volumes. If actual volumes exceed the ceiling of the elected Tier in any License Year, Licensee must: (a) notify Licensor within thirty (30) days; (b) upgrade to the applicable Tier; and (c) pay any additional Annual Base Fee (pro-rated) and Per-Unit Royalties accrued at the higher rate. Failure to upgrade is a material breach.

6.9 Audit Rights.

Licensor may, no more than once per License Year and on not less than thirty (30) days' written notice, appoint an independent auditor to verify Licensee's compliance with this clause 6, including the accuracy of royalty reports. If an audit discloses an underpayment exceeding five percent (5%) of amounts due, Licensee must pay the shortfall, applicable interest, and the reasonable audit costs within thirty (30) days of the audit report.

6.10 Records Retention.

Licensee must maintain complete and accurate records of all Manufactured Products produced and Distributed for a minimum of five (5) years from the date of each transaction, and must make those records available to Licensor's auditors on request.

7. INTELLECTUAL PROPERTY

7.1 Licensor's IP.

Licensor retains all intellectual property rights in the Licensed Materials and Proprietary Components, including all patents, copyright, design rights, trade secrets, and trademarks. This Agreement does not transfer ownership of any intellectual property to Licensee.

7.2 Licensee's Derivative Works.

Licensee retains ownership of original elements of Derivative Works created solely by Licensee, subject to Licensor's underlying rights in the Licensed Materials. Licensee grants Licensor a non-exclusive, royalty-free, worldwide licence to use Licensee's improvements to the Licensed Materials for the purpose of developing the Replicant GEN 1 platform.

7.3 No Challenge.

Licensee must not, during or after the term of this Agreement, challenge, contest, or assist any third party in challenging Licensor's ownership of, or rights in, the Licensed Materials, Proprietary Components, or any associated intellectual property. If Licensee becomes aware of any third-party infringement of Licensor's IP, Licensee must notify Licensor promptly.

7.4 Feedback.

If Licensee provides Licensor with suggestions, feedback, or improvements ("Feedback"), Licensee grants Licensor a perpetual, irrevocable, royalty-free, worldwide licence to use and incorporate that Feedback without obligation to Licensee.

7.5 IP Notices.

Licensee must reproduce all copyright, patent, and proprietary notices from the Licensed Materials on or with all Manufactured Products and Derivative Works.

8. CONFIDENTIALITY

8.1 Obligations.

Each party ("Receiving Party") must: (a) keep the other party's ("Disclosing Party's") Confidential Information strictly confidential; (b) not disclose it to any third party without prior written consent; (c) use it only for the purposes of this Agreement; and (d) apply at least the same standard of care as it uses to protect its own confidential information, but no less than reasonable care.

8.2 Permitted Disclosure.

A Receiving Party may disclose Confidential Information to its employees, officers, professional advisers, and (in Licensee's case) authorised contract manufacturers who have a need to know and are bound by equivalent confidentiality obligations. The Receiving Party remains liable for any breach by those persons.

8.3 Exceptions.

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party before disclosure; (c) is received from a third party without confidentiality restriction; or (d) is required to be disclosed by law, court order, or regulatory authority (provided prompt prior written notice is given to the Disclosing Party to allow it to seek a protective order).

8.4 Duration.

Confidentiality obligations survive termination or expiry of this Agreement for a period of five (5) years. Trade secrets disclosed under this Agreement must be kept confidential indefinitely.

8.5 Agreement Terms.

Neither party may disclose the specific commercial terms of this Agreement (including fees and exclusivity arrangements) to any third party without the other party's prior written consent, except to legal or financial advisers bound by confidentiality.

9. TRADEMARK LICENSE

9.1 Limited Grant.

Licensor grants Licensee a limited, non-exclusive, non-sublicensable, revocable license to use the marks "Replicant GEN 1" and "Powered by Yirra Systems" (the "Licensor Marks") solely in connection with the Authorised Purpose and within the Territory.

9.2 Usage Requirements.

Licensee must: (a) use the Licensor Marks only in the approved forms communicated by Licensor from time to time; (b) include the TM or ® symbol as directed; (c) not modify, adapt, or combine the Licensor Marks with other marks without approval; and (d) on request, promptly provide samples of any use of the Licensor Marks for Licensor's quality review.

9.3 Goodwill.

All goodwill arising from Licensee's use of the Licensor Marks inures exclusively to Licensor. Licensee acquires no rights in the Licensor Marks by virtue of this Agreement.

9.4 No Registration.

Licensee must not register, apply to register, or seek protection for any mark that is identical or confusingly similar to the Licensor Marks in any jurisdiction.

9.5 Revocation.

Licensor may revoke the trademark license granted in this clause 9 on thirty (30) days' written notice if Licensee's use is, in Licensor's reasonable opinion, damaging to the Licensor Marks or Licensor's reputation. Revocation of the trademark license does not affect the remaining provisions of this Agreement.

10. ATTRIBUTION

10.1 Required Statement.

Licensee must include the following attribution in a reasonably prominent location on or with all Manufactured Products and Derivative Works that are Distributed, and in associated marketing materials and documentation:

Based on Replicant GEN 1 by Yirra Systems. Licensed under the Yirra Systems Master Commercial Hardware License.

10.2 Waiver.

Licensor may waive attribution requirements for specific use cases on written request.

11. QUALITY, SAFETY, AND REGULATORY COMPLIANCE

11.1 Manufacturing Standards.

Licensee must manufacture and supply Manufactured Products in accordance with: (a) all applicable industry standards for unmanned aircraft systems; (b) any quality specifications communicated by Licensor in writing; and (c) good industry practice for the manufacture of commercial drone hardware.

11.2 Safety Obligations.

Licensee is solely responsible for: (a) safe design (to the extent Licensee creates Derivative Works), assembly, testing, and commissioning of Manufactured Products; (b) compliance with all applicable laws, civil aviation regulations, and airspace rules in each jurisdiction of operation; and (c) ensuring all operators of Manufactured Products are appropriately trained and informed of safety risks.

11.3 Regulatory Compliance.

Licensee must obtain, at its own cost, all permits, approvals, certifications, and licences required for the manufacture, distribution, and operation of Manufactured Products in each applicable jurisdiction. Licensor bears no responsibility for Licensee's regulatory compliance.

11.4 Incident Reporting.

Licensee must notify Licensor in writing within seventy-two (72) hours of becoming aware of any product safety incident, injury, property damage, or regulatory investigation involving a Manufactured Product. The notification must include all known details of the incident and must be followed by a written incident report within fourteen (14) days.

11.5 No Certification Representation.

Licensee must not represent any Manufactured Product as safety-certified, tested, approved, or warranted by Licensor, except where Licensor has issued such certification in writing for that specific product.

12. EXPORT CONTROL

12.1 Licensee's Compliance Obligation.

Licensee must comply with all applicable export control, trade sanctions, and customs laws and regulations in all jurisdictions relevant to the manufacture, distribution, and operation of Manufactured Products and Derivative Works, including but not limited to the laws of Australia, the United States (EAR, ITAR), and the European Union.

12.2 Prohibited Destinations.

Licensee must not export, re-export, transfer, or supply the Licensed Materials, Derivative Works, or Manufactured Products to any country, entity, or individual that is subject to sanctions or export restrictions under applicable law, or for any prohibited end-use (including weapons of mass destruction programs).

12.3 Export Licences.

Licensee is solely responsible for obtaining all required export licences and approvals before any export. Licensor bears no responsibility for Licensee's export compliance.

12.4 Indemnification.

Licensee indemnifies Licensor against any loss, liability, cost, or penalty arising from Licensee's failure to comply with applicable export control obligations.

13. REPRESENTATIONS AND WARRANTIES

13.1 Mutual Representations.

Each party represents and warrants to the other that, as of the Effective Date and throughout the term:

- (a) it has full power and authority to enter into and perform this Agreement;
- (b) this Agreement has been duly authorised and constitutes a legally binding obligation;
- (c) its execution and performance does not breach any other agreement, order, or applicable law; and
- (d) it is not subject to any sanction, debarment, or prohibition that would prevent it from performing its obligations.

13.2 Licensor's Additional Warranty.

Licensor warrants that, to its knowledge as of the Effective Date, it owns or has the right to license the Licensed Materials and has not received any notice that the Licensed Materials infringe any third party's intellectual property rights.

13.3 Licensee's Additional Representations.

Licensee represents and warrants that: (a) it has the technical capability and resources to carry out the Authorised Purpose; and (b) it will comply with all applicable laws in its use of the Licensed Materials.

13.4 Disclaimer.

EXCEPT AS EXPRESSLY SET OUT IN THIS CLAUSE 13, THE LICENSED MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSOR MAKES NO WARRANTY THAT THE LICENSED MATERIALS WILL BE ERROR-FREE, THAT MANUFACTURED PRODUCTS WILL BE SAFE OR FIT FOR PURPOSE, OR THAT THE LICENSED MATERIALS WILL MEET LICENSEE'S REQUIREMENTS.

14. FORCE MAJEURE

Neither party is liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event, provided that: (a) the affected party promptly notifies the other in writing; (b) the affected party takes reasonable steps to mitigate the impact; and (c) the Force Majeure Event does not excuse payment obligations. If a Force Majeure Event continues for more than ninety (90) days, either party may terminate this Agreement on thirty (30) days' written notice without liability.

15. INDEMNIFICATION

15.1 Licensee's Indemnity.

Licensee indemnifies, defends, and holds harmless Licensor and its officers, directors, employees, and agents from and against all claims, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) Licensee's use of the Licensed Materials; (b) any Manufactured Product or Derivative Work; (c) Licensee's breach of this Agreement; (d) any claim that a Manufactured Product caused personal injury, death, or property damage; (e) Licensee's failure to comply with applicable laws or regulations; or (f) Licensee's export control non-compliance.

15.2 Licensor's IP Indemnity.

Licensor will defend Licensee against any third-party claim that the Licensed Materials (as provided by Licensor, without modification) infringe any patent, copyright, or trade secret, and will pay any damages finally awarded by a court of competent jurisdiction in respect of such claim, provided that: (a) Licensee promptly notifies Licensor of the claim in writing; (b) Licensee gives Licensor sole control of the defence and settlement; and (c) Licensee provides reasonable cooperation. This obligation does not apply to claims arising from Licensee's modifications, Derivative Works, or combination of the Licensed Materials with other products.

15.3 IP Indemnity Remedies.

If the Licensed Materials become, or in Licensor's opinion are likely to become, the subject of an infringement claim, Licensor may at its option: (a) procure the right for Licensee to continue using the Licensed Materials; (b) modify the Licensed Materials to avoid infringement; or (c) terminate this Agreement on sixty (60) days' written notice and refund a pro-rata portion of the Annual Base Fee paid for the unexpired period.

15.4 Indemnification Procedure.

The indemnified party must: (a) promptly notify the indemnifying party of any claim; (b) give the indemnifying party sole control of the defence and settlement (provided no settlement imposes liability on the indemnified party without its consent); and (c) provide reasonable cooperation at the indemnifying party's cost.

16. LIMITATION OF LIABILITY

16.1 Liability Cap.

Licensor's total aggregate liability to Licensee under or in connection with this Agreement (whether in contract, tort, breach of statutory duty, or otherwise) is limited to the total fees paid by Licensee under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim.

16.2 Consequential Loss.

In no event will either party be liable for any indirect, incidental, special, consequential, punitive, or exemplary loss or damage, including loss of profits, revenue, data, goodwill, or business opportunity, even if advised of the possibility of such loss.

16.3 Exceptions.

Nothing in this clause 16 limits: (a) liability for death or personal injury caused by negligence; (b) liability for fraud or fraudulent misrepresentation; (c) Licensee's payment obligations; or (d) any liability that cannot lawfully be excluded, including under the Australian Consumer Law.

16.4 Essential Basis.

Both parties acknowledge that the limitations in this clause 16 reflect a reasonable allocation of risk and are an essential basis of the bargain between the parties.

17. TERM AND RENEWAL

17.1 Initial Term.

This Agreement commences on the Effective Date and continues for the Initial Term specified in Schedule C.

17.2 Renewal.

At the end of the Initial Term, this Agreement renews in accordance with the renewal terms specified in Schedule C. Unless specified otherwise: (a) where auto-renewal is elected, the Agreement automatically renews for successive one (1)-year periods on the same commercial terms (subject to Licensor's right to update Schedule B fees on sixty (60) days' notice before any renewal); or (b) where manual renewal is elected, the Agreement expires unless the parties execute a written renewal before the expiry date.

17.3 Fee Updates on Renewal.

Licensor may update the Schedule B fee schedule on sixty (60) days' written notice before any renewal date. If Licensee does not accept the updated fees, Licensee may elect not to renew by giving thirty (30) days' written notice before the renewal date.

18. TERMINATION

18.1 For Material Breach.

Either party may terminate this Agreement immediately on written notice if the other party materially breaches any term of this Agreement and fails to remedy the breach within thirty (30) days of written notice specifying the breach and requiring remedy.

18.2 For Insolvency.

Either party may terminate this Agreement immediately on written notice if the other party: (a) becomes insolvent or unable to pay its debts as they fall due; (b) enters administration, receivership, or liquidation; (c) makes an assignment for the benefit of creditors; or (d) ceases to carry on business.

18.3 For Non-Payment.

Licensor may terminate this Agreement on fourteen (14) days' written notice if Licensee fails to pay any amount due and does not remedy the failure within the notice period.

18.4 For Convenience by Licensee.

Licensee may terminate this Agreement on ninety (90) days' written notice at any time. Termination for convenience does not entitle Licensee to any refund of fees paid, and all accrued royalties remain payable.

18.5 Change of Control.

Licensor may terminate this Agreement on thirty (30) days' written notice if a Change of Control of Licensee occurs that results in a Competing Entity acquiring control of Licensee, unless Licensor provides written consent to the Change of Control within thirty (30) days of receiving notification.

18.6 Notification of Change of Control.

Licensee must notify Licensor in writing within five (5) business days of becoming aware of a proposed or completed Change of Control.

19. POST-TERMINATION OBLIGATIONS

19.1 Cessation of Rights.

On termination or expiry of this Agreement, all rights granted to Licensee (including the trademark license under clause 9) immediately cease, except as provided in clause 19.2.

19.2 Sell-Off Period.

Subject to payment of all outstanding fees and royalties, Licensee may continue to Distribute Manufactured Products that were completed and held in Licensee's inventory as of the effective date of termination, for a period of ninety (90) days (the "Sell-Off Period"). During the Sell-Off Period, all terms of this Agreement continue to apply. No new production is permitted.

19.3 Return and Destruction.

Within fourteen (14) days of the end of the Sell-Off Period (or of termination if no Sell-Off Period applies), Licensee must: (a) return or destroy all copies of the Licensed Materials in Licensee's possession or control; and (b) on request, provide Licensor with a written certification of such return or destruction signed by an authorised officer of Licensee.

19.4 Outstanding Royalties.

All royalties and fees accrued up to the effective date of termination (and during any Sell-Off Period) remain payable within thirty (30) days of termination. A final royalty report covering any Sell-Off Period must be delivered within fourteen (14) days of the end of that period.

19.5 Survival.

The following clauses survive termination or expiry: 1 (Definitions), 4 (Restrictions — to the extent applicable to post-termination conduct), 6.7 (Late Payment Interest), 6.9 (Audit Rights), 6.10 (Records Retention), 7 (Intellectual Property), 8 (Confidentiality), 12 (Export Control), 15 (Indemnification), 16 (Limitation of Liability), 19 (Post-Termination Obligations), 20 (Dispute Resolution), and 21 (General Provisions).

20. DISPUTE RESOLUTION

20.1 Good Faith Negotiation.

If a dispute arises out of or in connection with this Agreement, the parties must first attempt to resolve it through good faith negotiation between senior representatives of each party. Either party may initiate this process by written notice. The parties must meet (in person, by video, or by telephone) within fourteen (14) days of that notice and attempt to resolve the dispute within thirty (30) days of the notice date (or such longer period as agreed in writing).

20.2 Mediation.

If the dispute is not resolved through negotiation within thirty (30) days, either party may refer it to mediation administered by the Australian Centre for International Commercial Arbitration (ACICA) or a mediator agreed by the parties. The costs of mediation are shared equally unless otherwise agreed. Mediation is confidential and without prejudice.

20.3 Court Proceedings.

If the dispute is not resolved through mediation within forty-five (45) days of the mediator's appointment, either party may commence court proceedings. Nothing in this clause 20 prevents either party from seeking urgent interlocutory or injunctive relief from a court at any time.

20.4 Governing Law.

This Agreement is governed by the laws of Victoria, Australia, without regard to conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia.

21. GENERAL PROVISIONS

21.1 Entire Agreement.

This Agreement (including all Schedules) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior representations, negotiations, and agreements, whether written or oral. Each party acknowledges that it has not relied on any representation not expressly set out in this Agreement.

21.2 Amendments.

This Agreement may only be amended by a written instrument signed by authorised representatives of both parties. No waiver, variation, or amendment is effective unless in writing.

21.3 Severability.

If any provision of this Agreement is held invalid, unenforceable, or illegal, it is severed to the minimum extent necessary, and the remaining provisions continue in full force.

21.4 No Waiver.

Failure by either party to enforce any right or remedy under this Agreement does not constitute a waiver of that right or remedy, and does not prevent that party from exercising the right or remedy at any subsequent time.

21.5 Assignment.

Licensor may assign this Agreement (or any rights herein) to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, on written notice to Licensee. Licensee may not assign this Agreement without Licensor's prior written consent (not to be unreasonably withheld for an intra-group transfer to an Affiliate). Any purported assignment in breach of this clause is void.

21.6 Notices.

All notices under this Agreement must be in writing and delivered by email (with read receipt or written acknowledgement) or courier to the addresses in Schedule C. Notices are effective on delivery. Either party may update its notice details by written notice to the other.

21.7 Relationship of Parties.

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship.

21.8 No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties and their permitted assigns. Nothing herein creates any rights in any third party.

21.9 Counterparts.

This Agreement may be executed in counterparts, including electronic signature, each of which is an original, and all of which together constitute one agreement. Electronic signatures are valid and binding.

21.10 Language.

This Agreement is drafted in English. If translated, the English version prevails in case of conflict.

21.11 Legal Advice.

Each party acknowledges that it has had the opportunity to obtain independent legal advice before signing this Agreement.

EXECUTED AS AN AGREEMENT

LICENSOR

Curbsider Pty Ltd (trading as Yirra Systems)

LICENSEE

Licensee (see Schedule C)

Authorised Signature

Authorised Signature

Full Name and Title

Full Name and Title

Date

Date

SCHEDULE A

LICENSED MATERIALS

Replicant GEN 1 — Open Hardware Design Files

The following design files and associated documentation are covered by this Agreement:

INCLUDED

- ✓ Airframe design files (structural frame and body geometry)
- ✓ Battery rail and mount design files (structural interface — not the battery pack)
- ✓ Associated technical documentation released under CERN-OHL-W-2.0

EXPRESSLY EXCLUDED

- ✗ Battery pack design files, cell configuration, wiring, and electrical design
- ✗ Any file explicitly marked "Proprietary"

Current Licensed Materials are published at docs.yirrasystems.com. For battery pack licensing or OEM integration, contact business@yirrasystems.com.

SCHEDULE B

STANDARD FEE SCHEDULE

Incorporated by reference from the Yirra Systems Standard Fee Schedule v1.0 (USD)

The following fee structure applies unless a Custom Commercial Schedule is agreed in Schedule C:

Tier	Annual Volume	Annual Base Fee (USD)	Per-Unit Royalty (USD)
Maker	1 – 25 units	\$1,500 / year	\$75 per unit
Commercial	26 – 250 units	\$6,000 / year	\$55 per unit
Fleet / OEM	251 – 2,000 units	\$18,000 / year	\$35 per unit
Enterprise / Def.	2,001+ or Gov/Def.	\$45,000 / year	Negotiated (min. \$25)

Annual Base Fee and Per-Unit Royalties are cumulative. All fees are in USD, exclusive of taxes. Late payment: 1.5% per month compounding. Full Schedule B available at docs.yirrasystems.com/docs/license.

SCHEDULE C

COMMERCIAL SCHEDULE

Complete this Schedule to activate the Agreement. All fields marked * are required.

This Schedule, when signed by both parties, activates this Agreement and constitutes a binding commercial arrangement. No rights are granted until Schedule C is fully executed.

C1 — PARTIES AND EFFECTIVE DATE

Effective Date *

DD / MM / YYYY — date last signed by both parties

Licensee Full Legal Name *

As registered with the relevant authority

Licensee Registration Number

ABN / ACN / Company Number / equivalent

Licensee Jurisdiction of Incorporation *

Country and state/province of registration

Licensee Registered Address *

Full street address

Licensee Notices Address (if different)

Address for formal notices under clause 21.6

Licensee Primary Contact *

Name, title, email, and phone

Licensor Notices Address

Curbsider Pty Ltd (t/a Yirra Systems) | business@yirrasystems.com

C2 — AUTHORISED PURPOSE (select all that apply) *

The license granted under this Agreement covers the following Authorised Purpose(s):

- OEM Manufacturing License (clause 2.2) — manufacture and sell Manufactured Products
- Distribution License (clause 2.3) — distribute Manufactured Products sourced from Licensor or authorised OEMs
- Integration Partner License (clause 2.4) — integrate Licensed Materials or Manufactured Products into a larger system

C3 — TERRITORY *

Territory *
<i>e.g. Worldwide / Australia / Asia-Pacific / [specific countries]</i>

C4 — EXCLUSIVITY (optional)

Leave blank if non-exclusive. Complete if an Exclusive License is required (clause 3).

- No exclusivity — standard non-exclusive license
- Territory Exclusivity — exclusive rights within the defined Territory
- Market Vertical Exclusivity — exclusive rights within a defined market vertical
- Territory + Vertical Exclusivity — exclusive within both Territory and Market Vertical

Market Vertical (if applicable)
<i>e.g. Defence / Agriculture / Mining / Emergency Services</i>

Exclusivity Period
<i>e.g. 2 years from Effective Date</i>

Exclusivity Fee (USD, per year) *
<i>Non-refundable premium in addition to Annual Base Fee</i>

Minimum Annual Volume Commitment (units) *
<i>Required to maintain exclusivity (clause 3.3)</i>

C5 — FEE TIER AND CUSTOM PRICING *

Select the applicable fee tier from Schedule B, or specify custom pricing agreed with Licensor:

- Maker Tier — 1–25 units/yr | Base: \$1,500/yr | Per-unit: \$75
- Commercial Tier — 26–250 units/yr | Base: \$6,000/yr | Per-unit: \$55
- Fleet / OEM Tier — 251–2,000 units/yr | Base: \$18,000/yr | Per-unit: \$35
- Enterprise / Defence — 2,001+ units/yr | Base: \$45,000/yr | Per-unit: negotiated

Custom Annual Base Fee (if negotiated) (USD)
<i>Leave blank if using Schedule B standard rate</i>

Custom Per-Unit Royalty (if negotiated) (USD)
<i>Leave blank if using Schedule B standard rate</i>

Projected Annual Volume (units)

Basis for Tier election — used to verify Tier appropriateness

C6 — TERM AND RENEWAL *

Initial Term *

e.g. 1 year / 2 years / 3 years — commencing on Effective Date

Renewal mechanism:

- Auto-renewal — renews for successive 1-year periods (clause 17.2(a))
- Manual renewal — expires unless both parties execute a written renewal
- No renewal — fixed term only

C7 — SPECIAL CONDITIONS

Special Conditions or Amendments

C8 — EXECUTION *

By signing below, each party confirms they have read, understood, and agree to be bound by this Agreement and this Schedule C.

LICENSOR

Curbsider Pty Ltd (trading as Yirra Systems)

Authorised Signature

Full Name and Title

Date

LICENSEE

Licensee (see Schedule C)

Authorised Signature

Full Name and Title

Date

Curbsider Pty Ltd (t/a Yirra Systems) — Master Commercial Hardware License Agreement v1.0 — Replicant GEN 1