



Schedule 1 – End User Licence Agreement (EULA)

End User Licence Agreement

This End User Licence Agreement (**EULA**) governs your use of the Solution in addition to the terms of the Master Services Agreement agreed between Brightstar and the Instance Owner. ("**MSA**"). In the event of any inconsistency between the terms of the EULA and MSA, the terms of the MSA prevail. Please read this EULA carefully before using the Solution. By using the Solution, you accept the terms of this EULA and acknowledge that you have read and understand the terms. If you are an individual acting on behalf of an entity, you represent that you are authorised to enter into this EULA on behalf of that entity. In this EULA:

"we", "our", "us" and "Bright Star" means Bright Star Pty Limited ABN 59 646 253 250.

"you", "your" and "user" means the entity or person that is using the Solution.

"Instance Owner" means [Insert Instance Owner entity name and ABN].

1. Term

This EULA takes effect on the date you start using or agree to use the Solution ("**Effective Date**"). It remains in effect for as long as you continue to have access to the Solution.

2. Solution

The "**Solution**" includes the following components:

- a. Stella, a software-as-a-service single network operating platform;
- b. Stella Relay, a single-purpose device designed as a simple jumping point for securely accessing a network; and
- c. onboarding services and support and maintenance services necessary for the implementation and use of the Solution.

3. Intellectual Property

- a. Bright Star retains ownership of Stella and any software embedded in Stella Relays, including any enhancements or developments made to them, including those requested by you.
- b. Unless otherwise agreed, we own all the materials, including data, documents, and information in whatever form, created by or on behalf of us during our provision of the Solution to you. We grant you a non-exclusive, non-transferable, non-sublicensable, revocable licence to use such materials during the term of this EULA and for the sole purpose of you enjoying the benefits of the Solution.

4. Use Restrictions and Requirements

Your access to and use of the Solution is subject to the following requirements and restrictions set out below.

a. Legal and Compliance Obligations

You must not:

- i. Engage in illegal activities or violate any applicable laws;
- ii. Infringe our or any third party's intellectual property rights, including copyrights, trademarks, patents, and trade secrets;
- iii. Engage in fraudulent, deceptive, or misleading practices;
- iv. Use or distribute copyrighted content without proper legal rights;



- v. Fail to comply with any policies, user documentation, including updates applicable to the Solution; or
- vi. Block updates, patches, or modifications essential for maintaining the Solution.

b. Security and Access Restrictions

You must not:

- i. Share account credentials or allow unauthorised access to the Solution;
- ii. Bypass, disable, or attempt to circumvent security measures, authentication systems, or access restrictions built into the Solution;
- iii. Disrupt, interfere with, or damage the Solution's infrastructure, services, or operations;
- iv. Hack, probe, scan, reverse engineer, or tamper with the Solution's code, network, or infrastructure; or
- v. Introduce or transmit malicious software, viruses, or harmful code.

c. Use and Content Restrictions

You must not:

- i. Upload offensive, obscene, defamatory, or harmful content to Stella or share such content with any other users of the Solution;
- ii. Host third-party content without authorisation;
- iii. Engage in data scraping, mining, or unauthorised data extraction;
- iv. Upload, store, or share personal information or sensitive information unless explicitly authorised;
- v. Send unsolicited bulk messages or spam, engage in harassment, abusive behaviour, or hate speech, or spread false, misleading, or deceptive information.

d. Consumption Limits

You must not:

- i. Consume resources beyond allowed limits; or
- ii. Access or attempt to access modules of the Solution without permission.

e. Intellectual Property and Licensing

You must not:

- i. Modify, copy, create derivative works based on the Solution, or reverse engineer the Solution;
- ii. Sub-license, disclose, resell, publish, transmit, or otherwise make available any part of the Solution or the Stella Documentation to any third party;
- iii. Sublicense, resell, lease, or distribute Stella Relay or any software embedded in it without explicit permission; or
- iv. Modify, alter, or create derivative works based on the Solution.

f. Confidentiality and Privacy

You must:

- i. Respect the privacy of other users of Stella and not collect, use, or disclose personal information without authorisation; and
- ii. Keep confidential any information obtained through the Solution, including technical, commercial, or security details.



g. Monitoring, Audits, and Compliance

You must:

- i. Comply with any applicable laws and regulations;
- ii. Maintain accurate records as necessary to verify compliance with this EULA; and
- iii. Upon request by us, you will provide us with such records and certify your compliance with this EULA.

h. Use of Stella Relays

You must ensure that:

- i. any Stella Relay provided to you under this EULA is only used as part of the Solution and in accordance with the terms of this EULA and any user documentation provided as part of the Solution;
- ii. each Stella Relay is only connected to the target network set out in the relevant order for the Solution; and
- iii. each Stella Relay is only connected to the target network that is owned or managed by the Instance Owner; and
- iv. once a Stella Relay is connected to a network, it is not connected to a second network.

You acknowledge that any Stella Relay that is connected to a second network will automatically be disabled and cannot be reused, and any Stella Relay that is connected to a network that is no longer owned or managed by the Instance Owner will be permanently disabled.

5. Suspension or termination

We may suspend your access to the Solution and/or terminate this EULA if:

- a. You or your end users' commit a breach of this EULA or any applicable terms in the MSA;
- b. Your or your end users' use of the Solution poses a security risk or could adversely affect Stella, and other Bright Star customer's access to or use of Stella;
- c. There is a delay in paying for the fees applicable to your use of the Solution; or
- d. You became insolvent.

We will not be liable to you for any loss, damage, cost, or expense resulting from such suspension or termination, nor will we have any obligation to provide a refund. You remain liable for all fees and charges you incur during the period of suspension.

6. Your and your end users

You are responsible for your end users' use of the Solution and compliance with the terms of this EULA and any user documentation provided as part of the Solution.

7. Third-Party software

- a. The Solution incorporates third party software or services, including open-source software. Your access to and use of the Solution may be subject to third party terms applicable to such software or services, which may be updated from time to time by the third party provider. Details of such third party software or services can be found at <https://stellanetworks.io/third-party>
- b. You acknowledge and agree that the performance, security, and availability of the Solution depend on the performance of the third party software mentioned above. We are not responsible for any issues in the Solution caused by the third party software.



8. Stella Relays

- a. Title to each Stella Relay passes to you upon our receipt of the fees applicable to the item from you or any authorised third party.
- b. Risk in each Stella Relay passes to you upon delivery to you or any authorised third party.
- c. For any software embedded in Stella Relays, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the software solely to enjoy the benefits of the Solution, subject to the terms of this EULA and any user documentation applicable to Stella Relays.

9. Updates

- a. We may unilaterally change, upgrade, vary, or modify the functions, features, performance, and other characteristics of Stella ("Updates") from time to time, provided that the Updates that do not materially degrade the functionality of Stella.
- b. We may also update the terms of the EULA from time to time by providing the Instance Owner with notice.
- c. Your continued access to or use of the Solution constitutes agreement to the updated EULA and acceptance of the Updates.

10. End User Data

- a. Between you and us, any data or information in any form that you or your representative provide to us during your use of the Solution ("**End User Data**") is owned by you. We may collect, use, store, and process End User Data as necessary to fulfill our obligations under this EULA.
- b. We will delete End User Data after you no longer have access to the Solution. It is your responsibility to ensure you have all copies of the End User Data before the termination or expiration of your subscription to the Solution.
- c. We may return End User Data to you at your cost when your subscription to the Solution terminates or expires.
- d. During our provision of the Solution to you, we may anonymise and deidentify the End User Data ("**De-identified Data**") and use and disclose the De-identified Data for any purpose, including for product development, marketing and commercial purposes.

11. End User Warranties

You warrant that:

- a. the End User Data is accurate and up-to-date;
- b. any End User Data and any materials provided by or on behalf of you in order for us to perform our obligations under this EULA do not include any misleading, deceptive, defamatory or illegal information;
- c. where End User Data includes personal information,
 - i. the End User Data has been collected in compliance with the applicable laws including the Privacy Act 1988 (Cth) and EU General Data Protection Regulation 2016/679; and
 - ii. it has and will obtain all necessary consents and authorisation, and give all necessary notices, as required by law for us to receive, store, use and process the End User Data as part of performing our obligations under this EULA, and
- d. our use of the End User for the purpose of performing our obligations under this EULA will not breach any applicable laws or infringe any third party's intellectual property rights.



You indemnify us and our personnel from and against all claims, losses, liabilities, damages, fines, costs and expenses arising out of or in relation to your breach of this warranty.

12. Limitation of liability

To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special or consequential damages, including loss of revenue, profits, savings or data. Our maximum aggregate liability to you whether in contract, tort (including negligence) or under statute is limited to the amount we received for your use of the Solution or part of the Solution that gave right to the liability in the 12 months before the liability arose. In no event shall we be liable for damages arising from your or your authorised end user's unauthorised, improper, or unlawful use of the Solution.

13. Disclaimer

The Solution is provided "as is", without any warranties of any kind, express or implied except as specified in this EULA. We do not guarantee that the Solution will be uninterrupted, error-free, secure, or meet your specific requirements. To the fullest extent permitted by law, we disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Your use of the Solution is at your own risk, and you are solely responsible for any damage to your systems, network or data that results from your use of the Solution.

14. Governing law

This EULA is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which are entitled to hear appeals from those courts.