

FES DEFENCE LICENSE AGREEMENT

Version 1.0 — © PORTALZ PTY LTD, Australia

Edition: DEFENCE / Defense License

This DEFENCE License Agreement (“Agreement”) is a binding legal contract between the Licensee (“Licensee”) and **PORTALZ PTY LTD**, Australia (“Licensor”), governing use of the FES Framework DEFENCE Edition (“Software”).

By installing, accessing, or using the Software, Licensee agrees to this Agreement.

If the terms are not accepted, the Software may not be installed or used.

1. Definitions

1.1 “Software”

Means the FES Framework DEFENCE Edition, including all binaries, DLLs, tools, documentation, premium Shield Modules, and related materials delivered by Licensor.

1.2 “Developer”

Means any human individual within Licensee’s organization who writes, integrates, compiles, or otherwise uses the Software.

1.3 “Deployed Unit”

Means a distributed copy of any product, system, firmware, or device incorporating the Software.

1.4 “DEFENCE Use”

Means use within a defense organisation, government security agency, DEFENCE contractor, national intelligence entity, or any government-controlled or classified system environment.

1.5 “Shield Modules”

Means the advanced security modules included with this Edition (Section 6).

1.6 “Operational Environment”

Means any deployment context, including classified, secure, offline, air-gapped, embedded, or hardened systems.

2. Grant of License

2.1 DEFENCE License Grant.

Licensors grants Licensee a perpetual, non-exclusive, non-transferable license to use the Software for DEFENCE, defense, intelligence, or government security applications.

2.2 Unlimited Developers.

This license permits use by an **unlimited number of developers** within Licensee's organisation.

2.3 20,000 Deployed Units Included.

Licensee may distribute up to **20,000 deployed units** incorporating the Software.

2.4 Deployment Add-Ons Permitted.

Licensee may purchase additional deployment blocks (e.g., **20,000-unit add-ons**) as needed.

2.5 Redistribution Rights.

Licensee may embed the compiled FES DLL into Licensee's products, systems, or devices deployed internally or externally, including classified hardware, provided deployment limits are observed.

2.6 Air-Gap and Classified Compatibility.

The Software requires no telemetry, external verification, or online activation. Licensee may use the Software in:

- fully air-gapped systems
- classified networks
- secure operating environments
- high-assurance and mission-critical systems

2.7 Secure Licensee Portal.

Defense Licensees are provided access to a secure Licensee Portal associated with their licensed identity.

The Portal is intended to provide an electronic, authoritative view of license-related information, which may include:

- Current license(s) and status
- Licensed editions and entitlements
- Requests for Deployed Unit and/or Developer Add-On Packs
- Download installation software
- Download software license files (.feslic)

Access to the Licensee Portal and available functions may vary by edition, jurisdiction, and deployment context.

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3. Restrictions

Licensee must not:

- disclose or distribute the Software in uncompiled form
- sublicense or resell the DLL
- reverse engineer, decompile, or modify the Software
- use the Personal or Corporate editions as substitutes for DEFENCE Edition
- share the Software outside the Licensee organisation
- exceed deployment limits without purchasing add-ons

Reverse engineering or unauthorized sharing constitutes immediate termination.

4. Deployment Rights

4.1 Deployment Limit.

Base license includes **20,000 deployed units**.

4.2 Deployment Add-On Packs.

Licensee may purchase additional blocks of deployed units when needed.

4.3 Unlimited Internal Deployment.

Internal testing, QA, and non-fielded builds do **not** count against deployed unit totals.

4.4 Non-Public Systems.

Deployment within secure DEFENCE networks does not require reporting except upon audit request.

5. Developer Rights

5.1 Unlimited Developers.

There is no cap on the number of developers who may use the Software within Licensee's organisation.

5.2 Internal Distribution Allowed.

Licensee may distribute the Software internally to all necessary departments, divisions, and secure facilities.

5.3 Contractors.

External contractors may use the Software only when:

- physically or contractually bound to Licensee, and
 - under strict NDA covering FES materials.
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6. FES Shield Modules (Included)

The DEFENCE Edition includes all advanced security modules ("Shield Modules"):

6.1 Transformed Silo Files

- Silos encrypted and password-locked
- Activation required
- Protects embedded systems and classified Silo sets

6.2 Silo Hierarchies

- Parent-child dependency structure
- Enables multi-tier clearance systems
- Supports zero-trust DEFENCE compartmentalisation

6.3 Per-Dimension Silos

- DEFENCE-exclusive access
- One Silo per FES dimension
- Allows ultra-granular, multi-factor fractal portal structures
- Ideal for classified multi-operator unlock, multi-domain secure systems

These features are reserved for national security and defense customers.

7. Compliance and Audit

7.1 Internal Record Keeping.

Licensee agrees to maintain internal development and deployment records.

7.2 Audit Rights.

Licensor may, with reasonable notice, request:

- confirmation of developer usage,
- confirmation of deployed unit counts,
- confirmation of Shield Module usage.

7.3 Air-Gapped Audit Compatibility.

Verification may be provided via:

- written declaration,
- deployment logs,
- build artifact review.

No telemetry, remote verification, or intrusive tools are used.

7.4 Security of Audit Information.

All audit communication shall respect the classification level designated by Licensee.

8. Intellectual Property

The Software is licensed, not sold.

All rights, including all cryptographic, algorithmic, and design rights, remain exclusively with PORTALZ PTY LTD.

This license does not grant:

- source access
 - algorithmic disclosure
 - cryptographic IP ownership
 - rights to derive competing technologies
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9. Warranty Disclaimer

THE SOFTWARE IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND.

Licensor disclaims all warranties, including:

- fitness for a particular purpose
- availability
- suitability for mission-critical operations
- non-infringement
- error-free or uninterrupted operation

Licensee assumes all risk associated with use in defense applications.

10. Limitation of Liability

To the fullest extent permitted by Queensland law:

Licensor shall not be liable for:

- direct or indirect damages
- loss of mission capability
- loss of data
- system failure
- business interruption
- national security impacts
- or any damages exceeding the license fee paid

even if Licensor has been advised of the possibility of such events.

11. Termination

This Agreement terminates automatically if Licensee:

- exceeds deployment limits without purchasing add-ons
- shares the Software with unauthorized parties
- reverse engineers or modifies the Software

- violates restrictions in Section 3
- uses the Software outside the Licensee organisation

Upon termination, Licensee must:

- cease all use,
 - delete all copies,
 - and destroy derivative materials.
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12. Governing Law

This Agreement is governed exclusively by the laws of **Queensland, Australia**.

Any dispute shall be heard in the courts of Queensland.

13. Entire Agreement

This Agreement constitutes the complete and exclusive understanding between Licensee and PORTALZ PTY LTD regarding the DEFENCE Edition.

No other agreement, oral or written, modifies this Agreement unless formally executed in writing by Licensor.

Acceptance

By installing, accessing, or using the FES Framework DEFENCE Edition, Licensee acknowledges that they have read, understood, and agree to all terms of this Agreement.

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