

END USER LICENCE AGREEMENT

IMPORTANT: DO NOT DOWNLOAD OR USE THE Active Intelligence Server (AIS) and other application/product/software provided by Active BI Ltd (LICENSOR) mentioned in this agreement referred collectively as "SOFTWARE" UNTIL YOU (THE "USER", "LICENSEE") have read and agreed to the terms of this agreement.

BY CLICKING ON THE "I ACCEPT" BUTTON OR DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE BY ACTIVE BI LTD (ABL), YOU ACKNOWLEDGE AND AGREES THAT ALL SUCH USE IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS EULA, ANY SUCH USE WILL CONSTITUTE SUCH ACCEPTANCE AND RESULT IN A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN USER AND THE ABL THIS AGREEMENT THAT ISSUED THE SOFTWARE LICENSE KEY(S). IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT.

Certain open source or other third-party software components are integrated and/or redistributed with various releases of the ABL software and applications. Such third-party components include terms and conditions, such as attribution and liability disclaimers (collectively "third party disclosures",) for which disclosure is required by their respective owners. This document sets forth such third-party disclosures for the specified version of the ABL software and applications as of the date set forth above. This third party disclosure is available directly from the third-party (details of third-party can obtained from the following documents i.e. [AIS third-party-license-terms](#) and [AIS third-party-license-terms report designer](#) or can be provided on written request to licensing@activeintelligence.co.uk. By accepting this EULA, you are also agreeing and accepting AIS third-party license terms and AIS third-party license report designer terms. All of the terms in this document must be read and accepted by the licensee prior to downloading the ABL products/software.

Neither Active Intelligence Server (AIS) nor any of its affiliates (collectively, "Active BI Ltd") makes any representation, warranty or other commitment regarding such third-party components.

Please read this EULA carefully, as it sets out the basis upon which AIS license the software for use.

By breaking the seal on the packaging or downloading and installing the software, you agree to be bound by this EULA. If you do not agree to be bound by this EULA, you must promptly return the software in its sealed packaging to your supplier or delete the installation file and remove all the associated software files.

OR

By checking the box which says " you are accepting that you have read and understood this EULA " before downloading the software when you first install the software, you agree to be bound by the provisions of this EULA. If you do not agree to be bound by the provisions of this EULA, do not proceed with the installation process and promptly return/delete the installation and any software related file to your supplier.

OR

Before you download the software from our website, we will ask you to give your express agreement to the provisions of this EULA.

By agreeing to be bound by this EULA, you further agree that your employees or any person/organization/third-party i.e. other than your organization and its employees you authorise to use the software will comply with the provision of this EULA.

1. Definitions

For purposes of this Agreement, the following capitalized terms shall have the following meaning, except to the extent expressly provided otherwise, in this EULA:

“Charges” means those amounts that the parties have agreed in writing by mean of proposal/invoice shall be payable by the user to the licensor in respect of this EULA;

“Parties” means both the ‘Licensee’ & the ‘Licensor’;

“Documentation” means the documentation for the software produced by the licensor and delivered or made available by the licensor to the user;

“EULA” means this end user licence agreement, including any amendments to this end user licence agreement from time to time;

“Effective Date” means the date upon which the user gives their express consent to use the software and agrees to this EULA prior to use the ABL software;

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious Software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars;

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;

“Licensor” means Active BI Ltd, a company incorporated in England and Wales registration number 9941441 having its registered office at 5 Canterbury Road, Reading, Berkshire RG2 7TB (UK);

“Licensor Indemnity Event” has the meaning given to it in section 12;

“Support/Maintenance Services” means the software updates and upgrades, bug fixes;

“Minimum Term” means, in respect of this EULA, the period of 12 months beginning of the effective date;

“Personnel” shall mean employees and contractors of Licensee where such personnel’s access to the Software is controlled by Licensee.

“Professional Services” means those services described in section 23 and in the applicable sales proposal/Invoice.

“Services” means any services that the licensor provides to the user, or has an obligation to provide to the user, under this EULA;

“Software” means the Software identified in section 2 of this agreement;

“Software Defect” means a defect, error or bug in the software having an adverse effect on the appearance, operation, functionality or performance of the software, but excluding any defect, error or bug caused by or arising as a result of:

(i) Any act or omission of the user; (ii) any use of the software contrary to the documentation by the user or any person authorised by the user to use the software; (iii) a failure of the user to perform or observe any of its obligations in this EULA; and/or (iv) an incompatibility between the software and any other system, network, application, program, hardware or software not specified as compatible in the software specification/prerequisite;

“Software Specification” means the minimum requirement including third-party software either paid or open source required to run AIS with its basic functionality, this list can be found on ABL website or can be obtained by making a request at licensing@activeintelligence.co.uk;

“Source Code” means the software code or any part of the software code in the human-readable form, including code compiled to create the software or decompiled from the software, but excluding interpreted code comprised in the software;

“Support Services” means support in relation to the use of the software and the identification and resolution of errors in the software only, but must not include the provision of training & consultancy services whether in relation to the software or otherwise;

“Term” means the term of this EULA, commencing in accordance with section 3.1 and ending in accordance with section 3.2;

“Update” means a hotfix, patch or minor version update to the software;

“Upgrade” means a major version upgrade of the software;

“Licensee” and “User” means the person/organization/government bodies/not for profit organization or anybody to whom the licensor grants a right to use the software under this EULA;

“Viewer(s)” means the Authorized User(s) who are Personnel of Licensee that are authorized to view and filter the Dashboards that Designers share with them via a standard web browser. An Unlimited Viewer license allows unlimited Viewers to be authorized to access the specified Authorized Server. Please note that while there is no legal limit to the number of Viewers, the technical capacity of the server may limit the number of Viewers that may actually access the Authorized Server.

“User Indemnity Event” has the meaning given to it in section 12.3.

2. Software or Application

The Software, subject matter of this EULA, is “Active Intelligence BI Application” (AIS) and/or “Active Intelligence Reporting Server” collectively referred to as “Software” or “Application”.

3. Term

3.1. This EULA shall come into force upon the effective date.

3.2. This EULA shall continue in subject to termination in accordance with section 15.

4. Licence

4.1. The licensor hereby grants to the user from the date of supply of the software to the user until the end of the term a non-exclusive licence to:

(i) Install a single instance of the software (AIS user-based license); and (ii) Use a single instance of the software in accordance with the documentation;

4.2. The user shall not sub-license the rights granted in section 4.1 to any third party for the purposes of hosting the software and supporting the user's use of the software.

4.3. Any licenses granted under the section 4 shall be subject to the following prohibitions:

(i) The user must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the software; (ii) The user must not alter, edit or adapt the software; (iii) The user must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the software; and (iv) Only user as the licensed end-user have the right to use the software.

User shall NOT permanently or temporarily transfer ANY of your rights under this EULA to any individual or business or government entity without prior written approval from licensor to be granted on licensor's sole discretion.

- 4.4. The user shall be responsible for the security of copies of the software supplied to the user under this EULA or created from such copies and shall use all reasonable endeavours including all reasonable security measures to ensure that access to such copies is restricted to persons authorised to use them under this EULA.
- 4.5. AIS License is required if anybody who is using content distributed or created using AIS by any means i.e. via an email, scheduled and then emailed, shared with others i.e. within the company or outside the company are class as users

5. Source Code

- 5.1. Nothing in this EULA shall give to the user or any other person any right to access or use the source code or constitute any licence of the source code.

6. Support Services/support

- 6.1. The support related to the software is only offered to the users who have subscribed for support services from licensor for specified software. The software support SLA and any additional terms associated with support services are usually provided to the licensee at the time of purchasing/subscribing for the software license. If Licensee does not receive the terms, they can make a request from the licensor and upon receiving such request licensor will provide the latest document and terms for the support services.
- 6.2. The licensor shall only provide the support services to the user when a user has subscribed and fully paid for the AIS support services for the term/terms specified in the purchase order/sales order/Invoice provided to the licensee.
- 6.3. Licensor reserved the rights to terminate support service and all the benefits associated with the support services in the event if the licensee fails to make the payment for the support services fee for the period specified in the Invoice:
- 6.4. Licensor is committed to making updates and upgrades available to the user via a download link over the internet or via an email to its ongoing support service subscriber, and
- 6.5. The licensor shall provide the support services with reasonable skill and care
- 6.6. The licensor may suspend the provision of the support services if any amount due to be paid by the user to the licensor under this EULA is overdue, and the licensor has given to the user at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the support services on this basis.
- 6.7. The support service cannot be terminated before the anniversary or end of the support period as specified in the Invoice/purchase order unless otherwise agreed by both the parties in writing.
- 6.8. If the support services are terminated in accordance with the provisions of this section 6:
 - (i)the User must pay to the licensor any outstanding charges in respect of support services provided to the user before the termination of the support services; (ii) the licensor must refund to the user any charges paid by the user to the licensor in respect of support services that were to be provided to the user after the termination of the support services; and (iii) the provisions of this section 6, shall cease to apply, but the other provisions of this EULA will continue notwithstanding such termination.
- 6.9. Licensee understands in most of the support service sales the standard support (email only) is sold, licensee, must make the request to the licensor for any higher support if not

offered/explained by the licensor. Licensee further agrees and understands that the software support service fees vary from time to time and depends on SLA and level of support they are subscribed to.

6.10. Premium support services are optionally available to Licensee subject to payment of applicable fees as set forth on the applicable proposal. All taxes or customs duties except income or corporate taxes will be borne by Licensee. If any such tax or duty has to be withheld or deducted from any payment under this agreement, Licensee will increase payment under this Agreement by such amount as shall ensure that after such withholding or deduction Licensor shall have received an amount equal to the payment otherwise required

7. No assignment of Intellectual Property Rights

Nothing in this EULA shall operate to assign or transfer any intellectual property rights from the licensor to the user, or from the user to the licensor.

8. License Fees, and any other charges

8.1. The user shall pay the License fees and any associated charges to the licensor in accordance with this EULA.

8.2. All amounts stated in or in relation to this EULA are, unless the context requires otherwise, stated inclusive of any applicable value added taxes / exclusive of any applicable value added taxes, which will be added to those amounts and payable by the user to the licensor.

9. Payments

9.1. The licensor shall issue an invoice for the charges to the user.

9.2. The user must pay the fees/charges to the licensor in advance unless otherwise mentioned in an invoice in accordance with this section.

9.3. The user must pay the charges by debit card, credit card, direct debit, bank transfer or PayPal the licensor will notify/update the user from time to time about the payment method.

9.4. If the user does not pay any amount properly due to the licensor under this EULA, the licensor may:

(i) Charge the user interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate. The interest will accrue daily until the date of actual payment made and shall be compounded at the end of each calendar month; or (ii) Claim interest and statutory compensation from the user pursuant to the late payment of commercial debts interest Act 1998 which entitles licensor to charge user interest on overdue accounts and to obtain compensation.

10. Disclaimer of Warranties

Under evaluation, Beta Test licenses, Free Download or License purchased through ABL directly or through any of its partner worldwide, the Software is provided on an "AS IS" basis, without warranty of any kind. SUBJECT TO THE REQUIREMENTS AND LIMITATIONS, IF ANY, OF APPLICABLE LAW, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION AND MERCHANTABILITY SHALL NOT APPLY. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS BORNE BY LICENSEE. LICENSEE'S SOLE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH THE SOFTWARE IS TO STOP USING IT. This disclaimer of warranty constitutes an essential part of the agreement.

10.1. The licensor warrants to the user that it has the legal right and authority to enter into this EULA and to perform its obligations under the EULA.

10.2. The licensor does not guarantee that the software will be supplied free from any defects whatsoever and will remain free from any defects for any particular period of time. However,

the licensor agrees to fix any minor defects that may be discovered at the time the software was supplied or during its usage, insofar as the defects were not occasioned by the acts or omissions of the user;

10.3. The licensor does not guarantee that the software will be supplied free from viruses, worms, trojan horses, ransomware, spyware, adware and other malicious software programs; and

10.4. The user warrants to the licensor that it has the legal right and authority to enter into this EULA and to perform its obligations under the EULA.

10.5. All of the parties' warranties and representations in respect of the subject matter of this EULA are expressly set out in this EULA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this EULA will be implied into the EULA or any related contract.

11. Acknowledgements and warranty limitations

11.1. The user acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this EULA, the licensor gives no warranty or representation that the software will be wholly free from defects, errors and bugs.

11.2. The user acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this EULA, the licensor gives no warranty or representation that the software will be entirely secure.

11.3. The user acknowledges that the software is only designed to be compatible with that software specified as compatible in the software specification, and the licensor does not warrant or represent that the software will be compatible with any other software.

11.4. The user acknowledges that the licensor will not provide any legal, financial, accountancy or taxation advice under this EULA or in relation to the software; and, except to the extent expressly provided otherwise in this EULA, the licensor does not warrant or represent that the software or the use of the software by the user will not give rise to any legal liability on the part of the user or any other person.

12. Indemnities

12.1. Under an event that licensor requires indemnifying the user the indemnity amount will be limited and will not exceed the total money paid by the user to the license "Licensor Indemnity Event".

12.2. The User must:

Upon becoming aware of an actual or potential licensor indemnity event, notify the licensor;

(i) Provide to the licensor all such assistance as may be reasonably requested by the licensor in relation to the licensor indemnity event; (ii) Allow the licensor the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the licensor indemnity event; and (iii) Not admit liability to any third party in connection with the licensor indemnity event or settle any disputes or proceedings involving a third party and relating to the licensor indemnity event without the prior written consent of the licensor, without prejudice to the licensor's obligations under this section 12.1/ and the licensor's obligation to indemnify the user under section shall not apply unless the User complies with the requirements of this section 12.2.

12.3. The user shall indemnify and shall keep indemnified the licensor against any and all liabilities, damages, losses, costs and expenses including legal expenses and amounts reasonably paid in settlement of legal claims suffered or incurred by the licensor and arising directly or indirectly as a result of any breach by the user of this EULA / a "User Indemnity Event".

12.4. The licensor must:

(i) Upon becoming aware of an actual or potential user indemnity event, notify the user; (ii) Provide to the user all such assistance as may be reasonably requested by the user in relation to the user indemnity event; (iii) Allow the user the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the user indemnity event; and (iv) Not admit liability to any third party in connection with the user indemnity event or settle any disputes or proceedings involving a third party and relating to the user indemnity event without the prior written consent of the user,

Without prejudice to the user's obligations under section 12.3 / and the user's obligation to indemnify the licensor under section 12.3 shall not apply unless the licensor complies with the requirements of this section 12.4.

12.5. The indemnity protection set out in this section 12 shall / shall not be subject to the limitations and exclusions of liability set out in this EULA, except exceptions.

Licensor's foregoing defense and indemnity obligation shall not extend to claims based on

(i) unauthorized modification or use of the Software made by any third party other than by or with the approval of Licensor; (ii) the combination of the Software with items not supplied by Licensor or approved by Licensor for use with the Software in the Documentation to the extent such claim would not have arisen but for the combination; (iii) Open Source Software components; or (iv) Licensee's use of any release other than the latest Version of the Software that has been commercially available for at least six (6) months prior to the date of assertion of such Claim. As a condition to Licensor's indemnity obligation Licensee shall give Licensor prompt notice of any Claim, grant Licensor sole control of the defense and/or settlement of any Claim (provided that Licensor shall not enter into any settlement that admits liability on behalf of Licensee or imposes any obligations on Licensee other than cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder) and provide reasonable assistance as requested by Licensor. If the Software or part thereof becomes, or in Licensor's opinion may become, subject to a Claim or Licensee's use thereof may be otherwise enjoined, Licensor may, at its option, either: (i) procure for Licensee the right to continue using the Software; (ii) replace or modify the Software, so that it is non-infringing; or (iii) if neither of the foregoing alternatives is reasonably practical, terminate this Agreement and refund any sums prepaid for the unused Term, if any, upon the return or destruction (and certification of destruction) of the Software.

13. Limitations and exclusions of liability

13.1. Nothing in this EULA will:

(i) Limit or exclude any liability for death or personal injury resulting from negligence Limit or (ii) exclude any liability for fraud or fraudulent misrepresentation; (iii) Limit any liabilities in any way that is not permitted under applicable law; or (iv) Exclude any liabilities that may not be excluded under applicable law, and, if a party is a consumer, that party's statutory rights will not be excluded or limited by the EULA,

13.2. The limitations and exclusions of liability set out in this section and elsewhere in this EULA:

(i) Are subject to sections 13.1 and 16.6; and (ii) Govern all liabilities arising under the EULA or relating to the subject matter of the EULA, including liabilities arising in contract, in tort including negligence and for breach of statutory duty, except to the extent expressly provided otherwise in the EULA.

Except to the extent permitted by law.

(i) The licensor will not be liable to the user in respect of any losses arising out of a force majeure event; (ii) The licensor will not be liable to the user in respect of any loss of profits or anticipated savings; (iii) The licensor will not be liable to the user in respect of any loss of

revenue or income; (iv) The licensor will not be liable to the user in respect of any loss of business, contracts or opportunities; (v) The licensor will not be liable to the user in respect of any loss or corruption of any data, database or software; (vi) The licensor will not be liable to the user in respect of any special, indirect or consequential loss or damage; (vii) The liability of the licensor to the user under this EULA in respect of any event or series of related events shall not exceed the greater of; (a) \$5000 (five thousand US dollars only); and (b) The total amount paid and payable by the user to the licensor under the EULA in the 12-month period preceding the commencement of the event or events.

13.3. The aggregate liability of the licensor to the user under this EULA shall not exceed the total amount paid and payable by the user to the licensor under the EULA.

14. Termination

14.1. The licensor may terminate this EULA by giving to the user not less than 7 days' written notice of termination, expiring at the end of any calendar month / after the end of the minimum term. However, if the user has breached any of the terms of this agreement, licensor shall be entitled to terminate the agreement immediately.

14.2. The user may terminate this EULA by giving to the licensor not less than 30 days' written notice of termination, expiring at the end of any calendar month / after the end of the minimum term.

14.3. Either party may terminate this EULA immediately by giving written notice of termination to the other party if:

14.3.1. The other party commits any breach / material breach of the EULA, and:

(i) The breach is not remediable; or (ii) The breach is remediable, but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or (iii) The other party persistently breaches the EULA irrespective of whether such breaches collectively constitute a material breach.

14.4. Either party may terminate this EULA immediately by giving written notice of termination to the other party if:

14.4.1. The other party:

(i) Is dissolved; (ii) Ceases to conduct all or substantially all of its business; (iii) Is or becomes unable to pay its debts as they fall due; (iv) Is or becomes insolvent or is declared insolvent; or (v) Convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

14.4.2. An administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

14.4.3. An order is made for the winding up of the other party, or the other party passes a resolution for its winding up other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the EULA;

14.4.4. If that other party is an individual:

(i) that other party dies; (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or (iii) that other party is the subject of a bankruptcy petition or order.

14.5. The licensor may terminate this EULA immediately by giving written notice to the user if:

(i) any amount due to be paid by the user to the licensor under the EULA is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and (ii) the licensor has given to the user at least 30 days' written notice, following the failure to pay, of its intention to terminate the EULA in accordance with this section 15.5.

15. Effects of termination

15.1. Upon the termination of this EULA, all of the provisions of this EULA shall cease to have effect, save that the following provisions of this EULA shall survive and continue to have effect in accordance with their express terms or otherwise indefinitely: sections 1, 4.1, 9.2, 9.4, 12, 13, 15, 16 and 17.

15.2. The termination of this EULA shall not affect the accrued rights of either party.

15.3. Within 30 days following the termination of this EULA for any reason:

(i) the user must pay to the licensor any charges in respect of services provided to the user before the termination of the EULA and in respect of licences in effect before the termination of the EULA; and (ii) the licensor must refund to the user any charges paid by the user to the licensor in respect of services that were to be but are not provided to the user after the termination of the EULA and in respect of licences that were to be but are not in effect after the termination of the EULA, without prejudice to the parties' other legal rights.

15.4. For the avoidance of doubt, the licences of the software in this EULA shall terminate upon the termination of this EULA; and, accordingly, the user must immediately cease to use the software upon the termination of this EULA.

15.5. Within 10 business days following the termination of this EULA, the user must:

(i) Return to the licensor or dispose of as the licensor may instruct all media in its possession or control containing the software, and (ii) Irrevocably delete from all computer systems in its possession or control all copies of the software.

16. General

16.1. No breach of any provision of this EULA shall be waived except with the express written consent of the party not in breach.

16.2. If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the EULA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted.

16.3. This EULA may not be varied except by a written document signed by or on behalf of each of the parties.

16.4. Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this EULA.

16.5. This EULA is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.

16.6. Nothing in this EULA shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.

- 16.7. Subject to sections 14.1 and 16.6, this EULA shall constitute This Agreement sets forth the entire agreement between ACTIVE BI LTD and Customer, and supersedes all prior related oral and written agreements and understandings between the parties with respect to the subject matter hereof.
- 16.8. This EULA shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this EULA.
- 16.9. In the event of a conflict between the terms of a proposal/sales order and the terms of this Agreement, the terms of the proposal/sales order shall prevail with respect to that proposal/sales order only, unless the provision on the proposal/sales order expressly amends the terms of this Agreement. Except for the foregoing, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.
- 16.10. All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be certified or registered mail, return receipt requested, by nationally-recognized private express courier, or sent by electronic transmission, with confirmation received, to the email address specified below, and shall be deemed complete upon receipt.

Licensor: email: admin@activeintelligence.co.uk

Licensee: the address and contact information listed in the applicable proposal/sales order.

17. Interpretation

- 17.1. In this EULA, a reference to a statute or statutory provision includes a reference to:
- (i) That statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (ii) any subordinate legislation made under that statute or statutory provision.
- 17.2. The section headings do not affect the interpretation of this EULA.
- 17.3. In this EULA, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

18. Miscellaneous

User limits on each AIS setup: AIS trial version comes with two users limit and 30 days validation, if you require more licenses you can purchase online or by contacting the sales team at sales@activeintelligence.co.uk

Copyright: All title and copyrights in and to the AIS (including but not limited to any AIS trademarks, copywritten images, demos, source code, intermediate files, packages, photographs, animations, video, audio, music, text, and "applets" incorporated into the AIS the accompanying printed materials, and any copies of the AIS) are owned by ABL (activeintelligence.co.uk) or its subsidiaries.

The AIS is protected by copyright laws and international treaty provisions and therefore, you must treat the AIS like any other copyrighted material except that you may install and use the AIS as described in this EULA.

Pricing: Pricing for the AIS are listed on www.activeintelligence.co.uk or can be obtained by request from ABL in writing or by requesting at sales@activeintelligence.co.uk and are subject to change with or without notice.

OEM: Original equipment manufacturer (OEM) can use the licence to integrate with their own application or provide licence software as a combo with their application, it must, however,

(i) not sell standalone server without prior written consent from the licensor; and (ii) all the other prohibitions as described in section 4.3

Export Restrictions: AIS expressly complies with all export restrictions imposed by the government of the United Kingdom. You, as AIS end-user and ABL and its all subsidiary company's product End-User, must agree not to export or re-export the AIS or any ABL products within any created application to any country, person, entity or end user subject to United Kingdom export restrictions. Licensee will indemnify, defend and hold harmless ABL and its respective officers, agents and employees from and against any and all losses, costs, claims, penalties, fines, suits, judgments and other liabilities (including applicable attorney's fees) arising out of, relating to or resulting from Licensee's failure to comply with this Section

You warrant and represent that neither the United Kingdom export administration nor any other government agency has suspended, revoked or denied your export privileges. This License is only valid for the country where it is bought and must not be used in any other country.

19. Publicity

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22.1. Each party agrees that “Confidential Information” includes, without limitation, all technical and non-technical information provided by a party (“Disclosing Party”) to the other party (“Receiving Party”) that is either: (a) designated as confidential by the Disclosing Party at the time of disclosure; or (b) should reasonably be considered, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. Each party, as a Receiving Party will not: (1) use any Confidential Information except for the sole benefit of the Disclosing Party and only to the extent necessary to perform its obligations under this Agreement; or (2) disclose any Confidential Information of the Disclosing Party to any person or entity, except to the Receiving Party’s own employees, consultants and agents who are involved in performing this Agreement, have a need to know, and are subject to non-disclosure obligations with terms no less restrictive than those herein.

22.2. The duties described in this section will not apply to any information that: (a) is now or subsequently becomes generally available in the public domain through no fault or breach of this Agreement by the Receiving Party (b) is rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; (c) is rightfully obtained by the Receiving Party without restriction from a third party not known by the Receiving Party to be subject to restrictions on disclosure; or (d) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party. Receiving Party may disclose Confidential Information if and only to the extent it is required to be disclosed by law or court order, so long as, if permitted under applicable law, Receiving Party provides advance notice to the Disclosing Party as promptly as possible and reasonably cooperates with the Disclosing Party’s efforts to obtain a protective order regarding such disclosure at Disclosing Party’s expense.

22.3. Upon expiration or any termination of this Agreement the Receiving Party will promptly destroy or (if requested) return the Disclosing Party’s Confidential Information and all copies thereof, provided that the Receiving Party shall not be obligated to erase Confidential Information contained in archived computer system backups in accordance with the Receiving Party’s security and/or disaster recovery procedures, provided further that any such Confidential Information retained by the Receiving Party shall continue to be protected by the confidentiality obligations of this Agreement.

23. Service Availability

a) The Services, Third-Party Apps and Services, or material or products offered through the Services may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. If you change the location associated with your Active BI Ltd account (if you have one), you may need to re-acquire the material or applications that were available to you and paid for in your previous region. (Active BI Ltd does not offer any services of any kind under this License) b) We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Active BI Ltd is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data that you have stored. We recommend that you regularly backup Your Content that you store in your local drive or store using Third-Party Apps and Services

24. Updates to the Software or Services, and Changes to These Terms:

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