

## SOFTWARE LICENCE AGREEMENT – TERMS AND CONDITIONS

In this licence:

“Alertive” means Alertive Limited (Company Number: 03133149).

“Contract” means the call-off orders together with any framework or other agreements with Customers accepted by Alertive for the supply of the Goods and/or the Services;

“Customer” means the contracting authority.

“Software” means any Alertive product including all updates, enhancements, modifications, versions and replacement or amendment products from time to time offered, all appropriate documentation necessary to enable their proper function and functionality and all other related materials.

The following terms and conditions apply to the supply of all Software and Hosted Services by Alertive under this Contract.

### 1. GRANT OF LICENCE

1.1 Alertive agrees to grant the Customer, subject to the number of licences purchased, a nonexclusive, non-transferable, limited licence to use the Software.

1.2 Subject to any Licencing restrictions included in this Agreement (including within any other contract documentation), the Customer is licensed by Alertive to use the object code of the Software on computer systems owned by the Customer or any member of the Customer’s corporate group, including the Customers majority owned subsidiaries, any parent company having a majority owned interest in the Customer and such parent’s majority owned subsidiaries.

1.3 The Customer must ensure that the number of users of the Software is never greater than the number of Licences purchased.

1.4 For the purposes of this Licence, the Software is considered “in use” on a computer or other device when it is loaded into temporary memory (i.e. RAM) or installed into the permanent memory (e.g. hard disk, CD-ROM or other storage device) of that computer or other device. A copy installed on a network server for the sole purposes of distribution to other computers or devices is not “in use”.

### 2. OTHER RESTRICTIONS

2.1 The Customer may not rent, lease, licence, sub-licence, share, assign, pledge, transfer or otherwise dispose of the Software on a temporary or permanent basis without the prior written consent of Alertive, such consent not to be unreasonably withheld. However the Software may be used, subject to the terms of this Agreement, by any member of the Customer’s corporate group, including the Customers majority owned subsidiaries, any parent company having a majority owned interest in the Customer and such parent’s majority owned subsidiaries. The Customer shall be responsible for ensuring that the other members of its corporate group comply with the terms of the Contract and shall indemnify Alertive against any breach of the Contract by other members of its corporate Group. The Customer must notify Alertive within 5 working days of the use of the Software by any other member of the Customer’s corporate group.

2.2. The Customer may not translate, modify or reverse engineer, decompile or disassemble the Software or incorporate it, in whole or in part, into other Software, create derivative works based on the Software, except to the extent expressly permitted to do so by this Agreement and/or the law applicable to this Agreement.

### 3. WARRANTY

3.1. LIMITED WARRANTY. Alertive warrants that the Software will perform substantially in accordance with its accompanying printed and/or electronic documentation, minor interruptions or errors excluded. The warranty period ("Warranty Period") is ninety (90) days from the date of this Contract. The warranty is void if the failure of the Software has resulted from (a) accident, neglect, abuse, misuse or misapplication; (b) acts or omissions by persons other than Alertive or (c) other causes related to software not provided by Alertive.

3.2 CUSTOMER REMEDIES. Alertive's entire liability and the Customers exclusive remedy shall be the replacement of the Software that does not meet the warranty in clause 4.1 provided that the Customer supplies Alertive with a copy of proof of licence or valid receipt. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

3.3. NO OTHER WARRANTIES. The warranty given in clause 4.1 is made in lieu of any other warranties, representations, indemnities or guarantees of any kind, express or implied, including but not limited to implied warranties of merchantability, satisfactory quality or fitness for a particular purpose or ability to achieve a particular result, with respect to the Software.

### 4. HOSTED SERVICES

4.1 Where the Customer chooses to use Alertive Hosted Services, use of the services is subject to payment of the Hosting Fees set out in the invoice, contract or other sales documentation. Alertive reserves the right to suspend use of the Hosted Services in the case of the non-payment of any outstanding fees under this Agreement.

4.2 Alertive shall, provide the Hosted Services to the Customer on and subject to the terms of this Agreement and shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for periods of maintenance which will normally be performed outside business hours. Alertive will use reasonable endeavours to give the Customer at least 7 days notice in advance of any maintenance.

4.3 Alertive undertakes that the Hosted Services will be performed with reasonable skill and care in accordance with Alertive hosted service documentation. This undertaking shall not apply to the extent of any non-conformance which is caused by use of the Hosted Services contrary to Alertives instructions, or modification or alteration of the Hosted Services by any party other than Alertive or Alertive's duly authorised contractors or agents. If the Hosted Services do not conform with the foregoing undertaking, Alertive will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in this clause.

4.4 Notwithstanding the foregoing, Alertive does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Hosted Services, documentation and/or the information obtained by the Customer through the Hosted Services will meet the Customer's requirements; and is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Hosted Services and documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4.5 The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Hosted Services that, is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or in a manner that is otherwise illegal or causes damage or injury to any person or property, and Alertive reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

## 5. CUSTOMER DATA

5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2 Alertive shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Alertive to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Alertive in accordance with its archiving procedure. Alertive shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Alertive to perform services related to Customer Data maintenance and back-up).

## 6. AUDIT RIGHTS

6.1. The Customer is required to keep reasonable records relating to the use of the Software and its compliance with the licence granted herein. A chartered or certified public accountant selected by Alertive may, upon reasonable notice and during normal business hours, but no more often than once a year, inspect the Customers records to confirm compliance with this Licence.

6.2. The Customer agrees that Alertive shall have the right after supplying undertakings as to confidentiality to audit any computer system on which the Software are installed in order to verify compliance with this Licence. Where Alertive is providing Hosted Services the Customer authorises Alertive to audit the number of users on the system.

6.3 The costs of the audit will be borne by Alertive except in the case where the Customer is found to have more users operating the Software than it has purchased in which case the Customer will bear the costs of any audit. Any shortfall in licences identified by the audit will be invoiced on completion of the audit.

## 7. TERM

7.1. Upon termination the Customer agrees to destroy all copies of the Software in any form and to provide a written undertaking to Alertive that it does not hold any versions of the Software. The media on which such copies resided will after destruction of the copies residing on them revert to the Customer.

## 8. SUPPORT

8.1 Technical support in the use of the Software is available from Alertive or our authorised resellers or business partners.

## 9. GENERAL

9.1 The Customer acknowledges and agrees that any breach of the terms of this Software Licence Agreement by the Customer could cause injury to Alertive and damages would not be adequate remedy. In the event of a breach or threatened breach by the Customer Alertive shall be entitled to apply for injunctive relief in any Court of competent jurisdiction. The Customer shall indemnify Alertive against all costs, claims, demands and liabilities arising directly or indirectly out of a breach of this Licence. Nothing contained in this Licence shall be construed as prohibiting Alertive from pursuing any other remedies available to it for a breach or threatened breach of this Licence.