



# End User Licence Agreement

## For Altia Service(s)

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# 1. Introduction and General Notes

**About this document.** Altia's Altia Service(s) End User Licence Agreement ("**Altia's EULA**", or "**EULA**") provides User(s) accessing or otherwise using, Altia Service(s) the basic Terms of the Agreement to be observed when accessing the Altia Service(s) for authorised use, however, does not remove the obligation of a Customer to ensure User(s) comply with the Agreement.

**Definitions, terms and interpretation.** In this document, defined terms are contained within the Altia Legal Definition Schedule ("**Definition Schedule**"). Words capitalised in error appearing as a Term, or where words are intentionally not defined as Term(s) but are perceived by a Party as potentially being a Term, are to be given the meaning of the word, or words, in context, as determined by what a reasonable person, having been deemed responsibly capable for reviewing commercial agreement(s), would have understood the word(s). Definitions may be inferred from the subject of the section, and where appropriate, Terms may be defined 'in line' or their acronyms introduced.

**Agreement Generalisation.** The Agreement in its entirety is geographically, currency and Altia Service(s) generalised, to ensure consistency in legal and commercial agreement(s). There may be clause(s), sections or reference to the Agreement and/or Agreement Supplementary Material that are not relevant to a specific Agreement between Altia and a Customer. Section Two of this document, the Agreement and each referenced Agreement Supplementary Material outlines Applicability for Party(s) to determine if the clause(s), sections or referenced Agreement Supplementary Material are in scope of the Agreement.

**Document Version.** This document is made current at the date published and made available at <https://legal.altiacloud.com> (the "**Reference Date**"). The Reference Date determine(s) the Agreement entered into, which survives in perpetuity, through Order Form(s).

**Altia's right to update, change or amend.** Altia, from time to time, may update this document, the Agreement and Agreement Supplementary Material. If you are supplied Altia Service(s) by Altia, through an Agreement, you will be advised of changes to this Agreement or Agreement Supplementary Material through the '[Notices to Parties](#)' section of Altia's Master Services Agreement ("**MSA**"). Archived versions of Altia's MSA and any Agreement Supplementary Material from the Agreement against the Reference Date can be found at <https://legal.altiacloud.com>. If there are any disputes to clause(s) of this document, the Agreement or Agreement Supplementary Material as varied from the Reference Date, you may raise a dispute as per the '[Dispute Resolution](#)' Section of Altia's MSA.

## 2. Applicability

Altia (“We”, “Us”, “Our”) act as the Supplier to Customer(s) of Altia Service(s). Altia is a technology service provider of software, data and Professional Services, all “**Altia Service(s)**”. Altia comprises a number of legal entities. “**Altia**” means any of the following legal entities or Affiliates:

- a) **Altia-ABM Pty Ltd.** An Australian Private Company registered in Australia, to 12 of 440 Collins Street, Melbourne Australia 3000 with Australian Company Number 624 219 156.
- b) **Altia-ABM Inc.** A Canadian Non-distributing corporation with 50 or fewer shareholders, of 3400, 350 7 Avenue Southwest, Calgary T2P 3N9, Alberta Canada, with Company Number 10011266.
- c) **Altia Solutions Limited.** Registered as a company in the United Kingdom limited by shares, to 146 West Regent Street, Glasgow G2 2RQ United Kingdom with company number SC228451.
- d) **ABM Intelligence Limited.** Registered as a company in the United Kingdom limited by shares, to Nottingham Science and Technology Park, Nottingham, England, NG7 2RL, United Kingdom with company number 03319098.
- e) **Altia Intel Inc.** Registered as a company in the United States of America, at 3500 South Dupont Highway, Dover, Delaware 19901, United States of America with Employer Identification Number 32-0690264.

Altia Service(s), features and functionalities available to User(s) are determined by the Altia Service(s) made available to You either directly by Altia, or by Agreement between Altia and a Customer (e.g., Your employer or another entity or person, called the “**Customer**”) that entered into a separate Agreement that governs delivery, access and use of the Altia Service(s) (**the “Agreement”**). This EULA sets out the obligations and conditions between all User(s) (“**Subscribers**”, “**You**”, “**Your**”) and Altia, relating to use of the Services. If you are accessing Altia Service(s), You are a User or End User.

**PLEASE READ THIS EULA CAREFULLY. IT IS AN EXPRESS CONDITION THAT ALL USER(S) WHO ACCESS OR OTHERWISE USE ALTIA SERVICE(S) ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCESSING OR USING ALTIA SERVICE(S) YOU WARRANT AND AGREE THAT YOU HAVE THE NECESSARY AUTHORITY AND CAPACITY TO CONSENT TO THE TERMS OF THIS AGREEMENT AND THAT YOU UNDERSTAND THAT BY ACCESSING THE ALTIA SERVICE(S), YOU ARE LEGALLY BOUND TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY TERM OF THIS AGREEMENT, YOU MUST NOT ACCESS OR USE ALTIA SERVICE(S) AND EXIT IMMEDIATELY OUT OF ANY ALTIA SERVICE(S).**

### 3. Definitions

Definitions in used in this document are defined in Altia's Agreement Definition Schedule (**Or, "Definition Schedule"**).

### 4. Right to Access & Authorised Use of Altia Service(s)

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other considerations, the Parties agree as follows:

**Individual User(s).** Where the User is an individual, subscribing in their personal capacity, Altia grants to the User, and the User accepts from Altia, a limited, non-exclusive, non-transferrable right to access and use Altia Service(s) solely for the User(s) personal and non-commercial use.

**Customer User(s).** Where the User is Customer User Subscriber the User acknowledges and agrees that they are bound by the relevant Agreement between Altia the Customer, in addition to the terms of this EULA.

**Authorised Use.** Altia Service(s) must not be used by any person that is not a duly authorised User. Authorised User(s) are either individuals who Altia supply Altia Service(s) to in their own right and who pay the licence fee directly to Altia; or individuals authorised by Customer of Altia, where the licence fee is paid to Altia by Altia's Customer. The use of Altia Service(s) by the any User pursuant to this Agreement shall be subject to all Altia's legal notices and documents available at <https://legal.altiacloud.com>.

**Terms and Conditions of Altia Service(s).** Terms and Conditions relating to the supply of Altia Service(s) to User(s) are made available in the applicable Order Form and Agreement, including any applicable Agreement Supplementary Material.

### 5. Intellectual Property Rights

**Our Proprietary Rights.** You acknowledge and agree that all right, title and interest in and to Altia Service(s), together with its codes, sequences, derivative works, organisation, structure, interfaces, documentation, data, trade names, trademarks or other related materials, is and at all times shall remain, the sole and exclusive property of Altia. Altia Intellectual Property contains trade secrets and proprietary information owned by Altia and protected by Law of the United Kingdom and international agreements. Except for the right to use Altia Service(s), as expressly provided for herein, this EULA does not grant any User, any rights to or in copyright, patents, trade secrets, trade names, service names or marks, trademarks (whether registered or not), databases or any rights or licences with respect to the Altia Service(s). You shall not attempt, or directly or indirectly attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse engineer, disassemble, reverse compile, download, transmit or distribute all or any portion of the Services and/or Software in any form or media or by any means. Nor, shall You allow

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any third party to do likewise. The provisions of the Intellectual Property Rights clause shall survive termination of this Agreement.

**Feedback or Suggestions.** Altia Service(s) may have certain features that allow You to submit comments, information, and other materials (collectively, “**Feedback**”) to Altia and share such Feedback with other User(s), or the public. By submitting Feedback to Altia, through other User(s), you grant Altia a licence to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display that Feedback for any purpose (including in testimonials or other Altia marketing materials and where required to do so by Law or in good faith to comply with legal process.). We reserve the right to remove any Feedback posted in public forums for any reason at Our sole discretion.

## 6. Accessibility, Performance and Support

Details of Altia Service Level Agreement may be found [here](#) and may or may not be Applicable to You. If You are unsure, You must check or have checked, the relevant Order Form.

## 7. Security and Information Classification

Details of Altia's Security Schedule may be found [here](#) and may or may not be Applicable to You. If You are unsure, You must check or have checked, the relevant Order Form. In any event, You should observe the General Security Framework contained within Altia's Security Schedule.

## 8. Acceptable Use of Altia Service(s)

Details of Altia's Acceptable Use Policy may be found [here](#) and is Applicable to You.

## 9. Privacy, Personal Information and Data Privacy

Details of Altia's Data Processing Agreement may be found [here](#) and is Applicable to You. Details of Altia's Privacy Policy may be found [here](#) and is Applicable to You.

## 10. User(s) Outside of the United Kingdom

Details of Altia's Jurisdiction Schedule may be found [here](#) and may be Applicable to You.

## 11. Warranties

Altia's Data Processing Agreement may be found [here](#) and is Applicable to You. Details of Altia's Privacy Policy (AUP) may be found [here](#) and is Applicable to You.

## 12. For Altia Covert Operations Solution User(s)

The Oracle Program(s) and/or Component(s) Section of Altia's AUP found [here](#) is specifically Applicable to You.

## 13. Apple iOS Terms

By installing or accessing Altia Service(s) through a mobile phone application provided by Altia through the Apple App Store, or using iOS software and/or any updates to such software provided by Altia you: agree to the following terms on behalf of the Altia Customer, with which you are employed, affiliated or associated or You as an individual; represent that you have the authority to bind the Customer to these terms, and represent that you are an authorised User under the Agreement between Altia and the Customer. If you do not have such authority, are not an authorised User, or do not agree to these terms, you may not install or use the software.

Apple Inc. Software or time and without notice, restrict, interrupt or prevent use of the software, or delete the software from Your or the Customer's Apple devices, or require Altia to do any of the foregoing, without entitling the Customer or You to any refund, credit or other compensation from Altia or any third party (including, but not limited to, Apple Inc. or your network connectivity provider).

## 14. For Toolkit and/or Toolbar Altia Service(s) User(s)

You may make up to two copies of the Altia Service(s) for backup or archival purposes. You may not make or distribute additional copies of the Altia Service(s) except for the purposes of a rebuild image or automatic installation process within your Customer organisation. You may not rent, lease, or resell the software or use the software in a bureau. If you have purchased the Altia Digital Manager Compression Licence, its use is subject to having a Page Licence installed. Page Licences limit the number of pages that may be compressed and once they are exhausted you must purchase an additional Page Licence to continue using the compression option.

You may not create derivative works based on the Altia Service(s) except as expressly permitted by the law or this Agreement. You may not alter or modify the installer program or create a new installer for the software. You may not transfer possession of any copy of the software to another party.

## 15. All Other Matters

Altia's MSA may be found [here](#) and may, or parts may be Applicable to You. You should check, or have checked, the relevant Order Form for Altia Service(s) relating to this EULA to determine any other matters which may be Applicable to You.

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## 16. Disputes

Any disputes relating to this document is to be handled in accordance with the Dispute Resolution clause of Altia's MSA which can be found [here](#).

### Point In Time Version Control

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12 August 2022 | 9:51 AM AEST