

Actuate Corporation Binary Code License Agreement

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8. Term and Termination.

This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of the Software. This Agreement will terminate immediately without notice from Actuate if you fail to comply with any provision of this Agreement. Upon Termination, you must stop use of and destroy all copies of Software.

9. Export Regulations.

All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

10. U.S. Government Restricted Rights.

If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

11. Governing Law.

Any action related to this Agreement will be governed by California law and controlling U.S. federal law and will be heard in courts having jurisdiction over San Mateo, California. No choice of law rules of any jurisdiction will apply.

12. Severability.

If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

13. Integration.

This Agreement is the entire agreement between you and Actuate relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement.