

# ARCHIVE ONLY (RTU) LICENCE ATTACHMENT TO MASTER AGREEMENT

This Attachment is entered into between the entity from Our Group listed on the Order Form (“**We/Us**”) and the customer identified in the Order Form (“**You/Your**”). The provisions of the Master Agreement between the parties are hereby fully incorporated herein by reference. The Effective Date of this Attachment shall be the effective date of the Order Form entered by the parties pursuant to this Attachment. The parties agree to the following:

**1. DEFINITIONS.** Capitalised terms that are not otherwise defined in this Attachment shall have the meaning ascribed to them in the Master Agreement.

“**Equipment**” means hardware on which the Software is installed or Your server for the computer configuration situated at the Location, which meets the requirements for the operating environment, including operating system, middleware, database products and other software on which We or Our licensors, as applicable, indicate the Software will operate.

“**Location**” means the location indicated in the Order Form.

“**Original Licence**” means Your right to full use of the Software as specified in either (as the case may be) 1) previous Order Form(s), under the terms of the Master Agreement and the Software Licence and Support Attachment or 2) any prior agreement relating to the Software detailed on the Order Form, be it written or verbal, between You and Us or any member of Our group of companies

“**Termination Date**” means the date that the Original Licence terminates in accordance with its provisions, as agreed between the parties.

## **2. TERMINATION OF ORIGINAL LICENCE AND ASSOCIATED SERVICES**

**2.1.** It is hereby acknowledged that the Original Licence to all Software identified in the Order Form has terminated as of the Termination Date and that Your right to continue use of Our Software shall be solely pursuant to the terms of this Archive Only (RTU) Licence Attachment.

**2.2.** You hereby acknowledge and confirm that the Software has been delivered and installed and that all implementation services and installation tests have been successfully completed by Us under the provisions of the Original Licence and that We have no further obligations in that respect under the terms of the Original Licence.

**2.3.** You acknowledge that, starting on the Termination Date, We shall have no obligation to provide Support. You shall not be provided with Updates to Our Software during the Licence Term. If We are requested to provide and agree at Our sole discretion to provide any Support Services You shall pay Us at Our then prevailing man-day rates for all time spent and expenses incurred in providing such Support Services. Support Services, if any, are subject always to our Support Policies and the terms of the Master Agreement.

**2.4.** All outstanding fees that have accrued under the Original Licence remain due and owing.

## **3. LIMITED LICENCE**

**3.1. Scope.** The terms of this Attachment and the limited licence granted hereunder apply exclusively to Our Software, as listed on the Order Form, excluding any Third Party Products which You may have licensed from Us under the Original Licence. Use of Our Software may require that You procure ancillary programs which may have been embedded in or initially delivered with Our Software. You are responsible for procuring any Third Party Products which are required for use with Our Software under this Attachment. We are not responsible for the continued provision or support of Third Party Products.

**3.2. Licence Grant.** Subject to timely payment of the applicable fees and the terms and conditions of this Attachment and the Master Agreement, including without limitation the provisions of clause 5.2 of the Master Agreement and the Licence Metrics and other restrictions set forth in the Order Form, We grant to You, for the Licence Term, a personal, non-transferable, non-assignable, non-exclusive, indivisible, licence to use Our Software listed in the Order Form on

the Equipment, and at the Location for your own internal business purposes, solely on an archival basis to retrieve historical records and excluding processing live transactions, and use the Documentation in support of such authorised use of the Software.

**3.3. Equipment.** Our Software can only be used on the Equipment except where specifically permitted under sub-clauses (i) and (ii) below.

(i) If Our Software cannot be used with the Equipment because of any temporary equipment failure, the Licence Term will be deemed to be temporarily extended to include use on an alternative processor of an equivalent type, make and model using the same operating system as the Equipment and which is under Your direct control as We shall approve (such approval not to be unreasonably withheld or delayed) for a maximum period of 60 days on any one occurrence. Such a temporary licence extension will incur no additional charge, unless You require assistance from Us to transfer Our Software which, if provided, shall be charged at the then prevailing man day rates plus expenses. The use of Our Software on and in conjunction with such temporary or permanent replacement equipment shall be at Your sole risk and responsibility and You shall indemnify Us against any loss or damage sustained or incurred by Us as a result.

(ii) The Software may, with Our prior written approval, be transferred to any other hardware, processor and/or operating system which is generally supported by Us at the relevant time subject to the following: (i) You notify Us in writing at least 30 days before any such transfer takes place; (ii) You will pay to Us any third party costs or expenses incurred by Us as a result of such transfer; (iii) all copies of the Software which exist on the Equipment are deleted within 60 days of completion of the transfer and, at Our request, a duly signed certificate to that effect is provided to Us; and (iv) any assistance provided by Us in effecting the transfer will be charged at the then prevailing man-day rates plus expenses. Upon Our prior written approval being given in accordance with this clause, the replacement hardware and operating system shall become the Equipment for the purposes of this Agreement.

**3.4. Licence Metrics.** Use of Our Software is expressly limited to the maximum number of Licence Metrics and the use rights and limitations as set forth in this Attachment and the Order Form. Additional Licence Metrics must be purchased under an additional Order Form at the pricing and under the licensing model in effect at the time the additional licences are added, in the event actual use exceeds the licensed quantities.

**4. FEES.** Fees and payment terms are specified in the Order Form.

**5. NO WARRANTIES OR OTHER OBLIGATIONS.** Notwithstanding any provision to the contrary under the Original Licence terms and conditions and for the avoidance of doubt, the Software under this Attachment is provided on a strictly AS IS and AS AVAILABLE basis. All warranties disclaimers set forth in the Master Agreement apply. We shall have no obligation to indemnify You for any intellectual property infringement claim by a third party. Your continued use of the Software is at your own risk.

**6. TERM AND TERMINATION.** The licences granted hereunder shall be for the term set forth in the Order Form. Any extension to the term and corresponding fees shall be agreed in writing between the parties. The term set forth in the Order Form and any extensions thereof are referred to as the “**Licence Term**”. This Attachment and the licences granted hereunder may be terminated by either party in accordance with clause 8 of the Master Agreement. The clauses of this Attachment which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.