

# SOFTWARE LICENCE AND SUPPORT 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 signature block 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 in the Order Form. 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.

**"Additional Items"** means additional modules, Licence Metrics provided after the initial purchase of Software.

**"Certified Operating Environment"** or **"COE"** means hardware, operating system, middleware, database products and other software on which We or Our licensors, as applicable, indicate a Software will operate.

**"Delivery Date"** means (i) for Software that is loaded on Hardware, delivery is when any medium containing substantially all of the Software is provided at the Location and a licence key, if applicable, has been provided by Us; (ii) for physical delivery of Software without Hardware, delivery is the date on which the Software, as contained in a physical media format, is delivered to the common carrier for shipment to You; (iii) for Software electronic delivery, the date on which the Software and licence keys are made available to You.

**"Equipment"** means hardware on which the Software is installed or Your server for the computer configuration situated at the Location. The Equipment may not include a virtual server environment unless noted on the Order Form.

**"Error"** means a material failure of a Software to conform to its functional specifications described in the Documentation that is reported by You to and replicable by Us.

**"Interface"** means a Software module that facilitates the movement of data between a Software interface and a third party system interface.

**"Installation Date"** means the on the day We notify You in writing that We have completed the installation of the initial Software.

**"Licensed Companies"** means the company or companies named on the Order Form, each of which is a subsidiary (as such term is defined in s1159 Companies Act 2006) of Yours unless otherwise agreed in writing.

**"Support Contacts"** means the person(s) authorised by You and registered by You with Us to communicate with Us to request and receive the Support Services. The maximum number of Support Contact(s) is one, unless otherwise agreed in writing with Us. Additional fees apply if You require additional Support Contacts.

## 2. DELIVERY, INSTALLATION AND ACCEPTANCE.

**2.1. Software Delivery.** We will deliver to You, after execution and receipt by Us of the applicable Order Form, access to a machine-readable copy of the Software listed in the Order Form, or the relevant licence keys as applicable. We reserve the right to make partial deliveries and to make the Software and Documentation available in electronic format. If You require physical delivery, shipment of Software is F.O.B. Origin and includes one production copy. Delivery dates are good faith estimates.

**2.2. Installation.** Professional Services from Us are required for installation and deployment of the Software, which You are responsible for procuring from Us. Such Services are subject to the terms of the Professional Services Attachment.

**2.3. Acceptance.** Acceptance of the Software shall be deemed to take place on the Installation Date, save for any Third Party Product that You procure from Us, acceptance of which shall be deemed to take place on the Delivery Date.

## 3. LIMITED LICENCE

**3.1. 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 6.2 of the Master Agreement and the Licence Metrics and other restrictions set forth in the Order Form, We grant to You and (if applicable and where noted in the Order Form, the Licensed

Companies), for the Support Term a personal, non-transferable, non-assignable, non-exclusive, indivisible, licence to run and use the Software listed on the Order Form solely on the COE, for Your own business operations as enabled by the licence keys (if applicable), and use the Documentation in connection with such use of the Software. You may use the Software only on the Equipment at the Location within the UK, the Republic of Ireland and/or the Channels Islands. Use on different equipment or at a different location, including those operated by an authorised third party outsourcing/hosting provider, requires Our prior written consent.

**3.2. Licence Metrics.** Use of the Software is expressly limited to the maximum number of Licence Metrics and the use rights and limitations as set forth in the Order Form. Additional Licence Metrics and associated Support Services must be purchased under an additional Order Form at the pricing and under the licensing model in effect at the time the additional licences and services are added, in the event actual use exceeds the licensed quantities. Support Services related to Additional Items shall be prorated so as to coincide with the remainder of the then-current Support Term.

## 3.3. Third Party Products.

3.3.1. Where We supply Third Party Products to You (as noted on the Order Form) or Our Software incorporates Third Party Products, You undertake that You shall use the Third Party Products solely in conjunction with Our Software and You shall have no broader use rights with respect to the Third Party Products than You have to Our Software. You acknowledge and accept that it may be necessary for Us to impose certain additional obligations on you in respect of such Third Party Products You procure from Us, therefore, wherever the Order Form details Third Party Products being supplied under the Agreement, You agree to observe the Third Party EULA in addition to the terms of this Attachment.

3.3.2. Where We do not supply any Third Party Product, and Third Party Product(s) is/are required for deployment of Our Software or otherwise are used in connection with Our Software (i.e. You source Third Party Product(s) elsewhere), it is Your responsibility to source and maintain such Third Party Product independently of Us. Further, You shall supply to Us and keep updated any details of the Third Party Product licences such as limits or restrictions, where such limits or restrictions will materially affect any Services provided by Us. In these circumstances, We accept no liability whatsoever in respect of the Third Party Product and You shall fully indemnify Us against all claims, demands, actions, costs, expenses (including but not limited to full legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement of any intellectual property right by Our use of Third Party Product in connection with the Agreement.

**3.4. Licensed Companies.** You may authorise use of the Software by a Licensed Company, provided (i) such Licensed Company agrees in writing to abide by the terms of the Agreement, and (ii) the combined use of the Software or Services hereunder by You and Licensed Companies shall in no event exceed the Licence Metrics authorised under the applicable Order Form. For the avoidance of doubt, use by a Licensed Company under this provision DOES NOT grant such company a licence to use the Software in their own right, but only by virtue of their relationship with You, Our licensee. On termination of the Agreement or an Order Form between You and Us, all rights granted to Licensed Companies shall also terminate. You hereby guarantee the performance of all terms and obligations of the Agreement by any such

Licensed Company and agree to comply with any injunction arising out of any breach by a Licensed Company of the Agreement. Any breach of the Agreement by any Licensed Company shall be deemed to be a breach by You, and We will enforce the applicable terms and obligations of the Agreement against You in such circumstances.

**3.5. Copies.** You may make one copy of the Software solely for back-up and archival purposes. For the avoidance of doubt, back-up and archival purposes under this clause 3.5 do not include use of such copy for standby, failure, disaster recovery, load sharing, testing or similar deployment on a separate machine from the Equipment. You will need to procure additional Licence Metrics from Us to facilitate such activities.

#### 4. SOFTWARE SUPPORT SERVICES

**4.1. Scope.** Subject to Your timely payment of applicable Support fees, We will provide the Software Support services in accordance with the Support Policies for the maintenance plan indicated in the Order Form during the Support Term. In the event the Support Policies indicate variable maintenance plans (e.g. bronze silver or gold) all licences in Your possession must be supported under the same maintenance plan. Support is provided for all Software; however in respect of Third Party Product(s) that You procure from Us, such service may be amended from time to time to reflect the level of service We receive from the relevant owners/licensors. Support for Bespoke Modifications is subject to payment of additional Support fees, as specified in the Order Form.

**4.2. Updates.** Subject to Your timely payment of applicable Support fees, You are entitled to receive Updates of Our Software free of charge for the Licence Metrics granted to You. Charges may apply in respect of Third Party Product(s). You are responsible for installing promptly all Updates, or requesting Us to do so on your behalf subject to our Professional Services fees. All Professional Services required to install Updates will be chargeable by Us at the then prevailing day rates. Updates are provided if and when available, and We are under no obligation to develop any future programs or functionality.

**4.3. Exclusions.** We are under no obligation to provide Support with respect to: (i) Software that has been altered or modified by anyone other than Us or Our licensors; (ii) a release/version for which Support has been discontinued unless expressly agreed in writing; (iii) Software used other than in accordance with the Documentation or other than on a COE; (iv) discrepancies that do not significantly impair or affect the operation of the Software; (v) any systems or programs not supplied by Us.

**4.4. Support Term.** Support and payment obligations for Support fees start on the Delivery Date and continue through the expiration of the initial term set forth in the Order Form ("**Initial Term**"). Subject to clause 4.9 where applicable, following the end of the Initial Term, Software Support Services shall automatically renew for a 12 month period and then continuously thereafter in 12 month periods, unless otherwise specified in the Order Form (each a "**Renewal Term**"), unless either party gives written notice at least 90 days prior to the end of the Term, of its intention to terminate the Service. The Initial Term and any Renewal Terms are collectively referred to as the "**Support Term**".

**4.5. Effect of Support Term Expiration or Termination.** In the event that Your Support is not renewed or is otherwise terminated, Your licence to the Software shall automatically terminate. Upon Your request, We may grant You limited, read-only access to certain components of the Software, all of which is subject to the payment of applicable fees and the terms of the Archive Only (RTU) Licence Attachment.

**4.6. Support Fees.** Support must be paid for all Software and all associated Licence Metrics, including Additional Items. You may not purchase or renew Support for a subset of Your licences only. Fees for Support do not include installation, implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems or Bespoke Modifications (unless noted in writing on the Order Form).

**4.7. Software Life Cycle.** It is Your responsibility to keep the Software up to date by promptly deploying all Updates We provide or engaging Us to do so on

Your behalf. We reserve the right to suspend provision of Support to You if the Software is not kept up to date, and further We may terminate this Attachment and all licences granted hereunder if the Software is not updated within a reasonable time following suspension. If an Error was corrected or is not present in a more current version of the Software, We shall have no obligation to correct such Errors in prior versions of the Software. We may, at some point in the future, end of life or mature versions of the Software in place of later versions or end of life the Software for substitute software. Details of our Software Life Cycle may be included in Our Support Policies. A copy of the Software Life Cycle is available on request.

#### 4.8. Your Other Responsibilities.

4.8.1. You undertake to ensure that all appropriate users receive initial training services sufficient to enable You to effectively use the Software. Failure to do so could result in additional fees if Support service requests are deemed excessive as a result of insufficient training, at Our discretion.

4.8.2. You shall ensure that Our assigned technical personnel are able to access Your system remotely. You shall be responsible for providing Us access under such security arrangements as agreed between the parties. We alone shall decide whether access to the system is sufficient for Support purposes. The Support service shall be conditional upon You having (i) provided such information and assistance as may be reasonably expected in respect of any malfunction in the Software; (ii) incorporated all Updates issued by Us; (iii) not otherwise changed the Software; and (iv) arranged for appropriate training in the Software for your users You agree to ensure suitably experienced personnel are available to Us if required.

4.8.3. You agree to report all suspected Errors and questions through Your Support Contact(s) to Us. Failure by You to so notify Us within 30 days of Your first becoming aware of the Error in the Software or any incorrect working of the Software shall free Us from all obligations to provide Support Services in respect of such Software. Support Contact(s) are required to undergo Our training courses prior to being confirmed as "Support Contact". Reports will include all pertinent information regarding Your deployment and use of the Software and the circumstances under which the problem occurred. When submitting a service request, a Support Contact should have a baseline understanding of the problem encountered and an ability to reproduce the problem in order to assist Us in diagnosing and triaging the problems. If You make unreasonable, excessive or inappropriate use of the Support, then We may at Our absolute discretion either suspend or charge extra for such Support and invoice You, and You agree to pay, for the additional charges in respect of time spent supplying such Support at the then current rates.

**4.9. Fixed Term Licences.** Notwithstanding clause 4.4 (Support Term) it is agreed that where any licence is identified as Fixed Term on an Order Form, that licence and all rights granted thereunder shall automatically terminate at the end of the Initial Term. Should You wish to continue to use the Software beyond that date You agree to re-purchase the licences and support at Our then current rates in effect at the time of renewal. For the avoidance of doubt there is no Renewal Term for Fixed Term licences.

#### 5. FEES.

Fees for Software and Support Services and payment terms are specified in the Order Form.

#### 6. WARRANTIES AND DISCLAIMERS.

**6.1. Our Software.** Without prejudice to the disclaimers included in the Master Agreement, We undertake that, provided it is operated in accordance with Our instructions, Our Software will materially perform in accordance with the Documentation.

We are not responsible for any claimed breach of any warranty set forth in this clause caused by: (i) modifications made to Our Software by anyone other than Us; (ii) the combination, operation or use of Our Software with any items that

are not part of the COE or the Equipment; (iii) Your failure to use any Updates that We made available to You; (iv) Our adherence to Your specifications or instructions; or (v) You deviating from Our Software operating procedures described in the Documentation.

**6.2. Third Party Products.** We warrant that We are an authorised distributor of any Third Party Products listed on the Order Form to be supplied to You by Us. We make no warranty with respect to any Third Party Products. Your sole remedy with respect to Third Party Products shall be pursuant to the original licensor's warranty, if any, to Us, to the extent permitted by the original licensor. Third Party Products are made available on an "AS IS, AS AVAILABLE" basis, without warranties or conditions of any kind, whether oral or written, express or implied.

**6.3. Interfaces.** If We develop and provide any Interface from Our Software to the products or services of a third party, those products and services are not part of the Software, We make no warranties or representations of any kind with respect to those products and services. Only the Interface developed by Us shall form part of Our Software. You assume all risk of loss arising from the use of those products and services.

**6.4.** For the avoidance of doubt, the warranties disclaimers set forth in the Master Agreement apply.

## 7. TERM AND TERMINATION.

This Attachment and the licences granted hereunder may be terminated by either party in accordance with clause 9 of the Master Agreement (Term and Termination). The clauses of this Attachment which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination. In addition to the foregoing, this Attachment shall automatically terminate upon termination of Your licence to use Our Software. For the avoidance of doubt, the Term set forth above applies to all Licence Metrics purchased by You as of the Effective Date, plus any Additional Items purchased during the Term on a pro-rata basis from the date of purchase.

## 8. HOSTING SERVICES.

You may obtain from Us Hosting Services as more fully described in the relevant Hosting Services Attachment(s). If You purchase Hosting Services, the provisions of the Hosting Services Attachment(s) apply in addition to the terms of this Attachment. In the event of a conflict between the terms of this Attachment and those of the Hosting Services Attachment(s), the Hosting Services Attachment(s) shall prevail in respect of Hosting Services only.