

## INSOURCE PRODUCTS SOFTWARE LICENCE AGREEMENT

### 1. Definitions.

- (a) "Agreement Conditions" means the Agreement comprising this Insource Products Software Licence Agreement and the relevant IPA.
- (b) "Annual Licence Fees" means the fees payable annually for the right to use the Licenced Software and includes updates, enhancements or modifications to the Licensed Software provided via Maintenance.
- (c) "Application(s)" means any applications and bespoke data warehouse or business intelligence application developed for use by the Licensee using the Licensed Software as defined below.
- (d) "Baseline" means the most recent general release version of the Licensed Software as updated to the particular time in question through INSOURCE's provision of the Maintenance but without any other modification whatsoever.
- (e) "Business Day" means a day (not being Saturday or Sunday) on which banks in London are open for business.
- (f) "Confidential Information" means non-public information of a party to the Agreement. Confidential Information of INSOURCE includes, as between the parties, the Licensed Software, any software provided with the Licensed Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.
- (g) "Consolidated Fees" means the Initial Licence Fee and the Annual Licence Fees payable by the Licensee to INSOURCE for the provision of the Licensed Software as set out in the Agreement and the relevant IPA (payable in accordance with paragraph 7(a)).
- (h) "Contract Year" means, with respect to each Baseline Licensed Software, each one (1) year period beginning on the effective date provided for in the IPA and ending on the day before the next anniversary.
- (i) "Custom Code" means any code or Metadata that is part of the Application and not part of the Licensed Software.
- (j) "Delivery Address" means the Licensee's shipping address set forth in the applicable IPA as the Delivery Address.
- (k) "Delivery" and "Deliver" mean, for each Licensed Software, the earliest of (a) the date that INSOURCE places the Licensed Software with a shipping agent, F.O.B. Shipping Point, for shipment to the Delivery Address or such other address the Licensee specifies, or (b) the date INSOURCE provides the Licensee electronic access to the Licensed Software by, for example, providing the Licensee a URL, where the Licensed Software is available for immediate electronic download along with access codes permitting download and access to the Licensed Software, or (c) the date that the Licensee actually receives the Licensed Software.
- (l) "Delivery Date" means the date which shall not be later than thirty (30) days following the Effective Date unless a later delivery date has been agreed between INSOURCE and the Licensee in writing.
- (m) "Discloser" means the party providing Confidential Information hereunder.
- (n) "Documentation" means the then-current INSOURCE-provided operating and technical documentation relating to the features, functions and operation of the Baseline Licensed Software.
- (o) "Documented Defect" means a material deviation between the Baseline Licensed Software and its Documentation, for which the Licensee has given INSOURCE enough information for INSOURCE to replicate the deviation on a computer configuration which is both substantially similar to the Equipment and is under INSOURCE's control.
- (p) "Effective Date" means the date identified on the IPA as the Effective Date.
- (q) "Equipment" means the Licensee's computer equipment through which the Application and/or the Licensed Software is accessed.
- (r) "Initial Licence Fees" means the fee payable on receipt of order, which when received together with the Annual Licence Fee (together the "Consolidated Fee") will trigger the delivery of the Licenced Software.
- (s) "Insource Purchase Agreement" or "IPA" means each Insource Purchase Agreement between the parties incorporating the terms of the Agreement which set forth the Licensed Software(s), user numbers, and associated fees, among other terms.
- (t) "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (u) "Licensed Software" means any one of the Insource Software Products which is identified in the applicable Insource Purchase Agreement and all related specifications, documentation, technical information and the Documentation.
- (v) "Licensee" means the person or persons named as the Licensee in the Agreement and any entity that acquires, succeeds or merges with the Licensee.
- (w) "Licensee's Employees" means: (i) the Licensee's employees with a need to know; and (ii) third party consultants engaged by the Licensee who have a need to know, who have been pre-approved in writing by INSOURCE, and who, prior to obtaining access to the Licensed Software, have executed an INSOURCE-approved non-disclosure agreement.
- (x) "Maintenance" means updates, enhancements or modifications to the Licensed Software which INSOURCE incorporates into and makes part of the Baseline Licensed Software and does not separately price or market. All Maintenance shall be provided to the Licensee via the accredited user portal.
- (y) "Marketing Associate" means a third party entity specified on an IPA which has an agreement with INSOURCE authorizing such third party to market the Licensed Software and any other related services to the Licensee.



(z) "Metadata" means the data or information contained in INSOURCE's proprietary tables created or modified by the Licensed Software during installation or upgrade.

(aa) "Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

(bb) "Recipient" means the party receiving Confidential Information hereunder.

(cc) "Software Products" means the INSOURCE software products made available to the Licensee under the Agreement.

## **2. Right to Grant Licence and Ownership.**

INSOURCE has the right to grant the Licensee this licence to use the Licensed Software. INSOURCE either owns all right, title and interest to, or has the right to licence, the Licensed Software.

## **3. Licence.**

Subject to the terms and conditions of this Agreement (including without limitation, early termination) and the Licensee paying the Licence Fees in accordance with clause 7, INSOURCE grants Licensee a non-exclusive, non-transferable licence (without the right to sublease or sub licence) on the terms set out in Schedule A. dependent upon which Licensed Software the Licensee is licensed to use

(b) Object Code. The Licensee has right to use the Licensed Software in Object Code form Provided that the Licensee has purchased a production licence, the Licensee also has the right to use the Licensed Software in Object Code form temporarily on another INSOURCE-supported configuration, for test or training purposes only.

(c) Documentation. The Licensee may make a reasonable number of copies of the Documentation for each Licensed Software for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Licensed Software. Except to the extent contrary to applicable law, the Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Licensed Software. The Licensee is prohibited from using the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. The Licensee will not allow the Licensed Software to be used by, or disclose all or any part of the Licensed Software to, any person except the Licensee's Employees. Without limiting the foregoing, the Licensee is permitted to allow use of the Licensed Software screen displays by third parties solely for input and retrieval purposes on a strict "need to know" basis, and such use shall not be deemed a non-permitted disclosure of the Licensed Software. The Licensed Software will be installed on a single server to be used in a single live instance connected to a single database. The Licensee shall not copy or install the Licensed Software anywhere else within the Licensee's organisation (except for legitimate backup purposes).

(e) The computer readable media containing Object Code for the Licensed Software may also contain Object Code for Licensed Software for which the Licensee is not granted a licence for use. The Licensee may not make any use of any Object Code for any such Licensed Software for which the Licensee is not expressly granted a licence for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(f) Intellectual Property Rights Notices. The Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that INSOURCE otherwise provides with the Licensed Software. The Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that the Licensee makes of the Licensed Software.

(g) Notice. To use any of the Licensed Software, the Licensee may also need to obtain, install and maintain INSOURCE-supported versions of certain software products, database software products and certain software/hardware peripherals. By this notice, INSOURCE is advising the Licensee that the Licensee should consult with INSOURCE to obtain a written listing of such necessary software products, database software products and software/hardware peripherals.

## **4. Modifications.**

INSOURCE reserves the right to discontinue any of the Licensed Software and the Services at any time and shall provide the Licensee with 90 days' written notice of permanent discontinuance. INSOURCE also reserves the right to:-

- (a) modify the Licensed Software (or any part of the Licensed Software) as necessary in order to improve, fix or otherwise maintain the quality, usability or otherwise of the Licensed Software or in order to comply with changes in applicable law, regulation or industry practice;
- (b) modify or adapt any Services (or any part thereof) so long as it does not have a material impact on the quality or usability of the Services;
- (c) modify or vary these Agreement Conditions, the IPA and any of the associated documents referenced in the Standard Terms and Conditions and Supplemental Terms and Conditions in order to comply with any legal or regulatory requirements, to adopt best practice, to correct any errors and to implement continuous improvement plans as the INSOURCE business and its Services evolve, provided always that any such changes do not materially impact the terms on which the Licensee receives Services or Licensed Software.

## **5. Services.**

INSOURCE will provide the Licensee with Maintenance for the Licensed Software to the extent the Licensee pays INSOURCE the applicable Consolidated fee. All Maintenance will be part of the applicable Licensed Software and will be subject to all of the terms and conditions of the Agreement. INSOURCE's obligation to provide the Licensee with Maintenance for Licensed Software owned by parties other than INSOURCE is limited to providing the Licensee with the Maintenance that the applicable third party owner provides to INSOURCE for that Licensed Software. In this regard, to the extent that an agreement authorizing INSOURCE to resell or sublicense a third party's Licensed Software is terminated or expires prior to the expiration of the term, for that Licensed Software, then INSOURCE's obligation to provide Maintenance to the Licensee for that Licensed Software, and the Licensee's obligation to pay INSOURCE for such Maintenance for that Licensed Software, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. The Licensee must provide INSOURCE with such access to its facilities, Equipment and support as are reasonably necessary for INSOURCE to perform its obligations under the Agreement, including remote access.

## **6. Delivery.**

Except as otherwise provided in the applicable IPA, INSOURCE will deliver the Licensed Software on the Delivery Date.

## **7. Payment and Taxes.**

(a) Consolidated Fee. The Licensee will pay INSOURCE the Consolidated Fee for the Licensed Software as follows: (i) for the first Contract Year, the amount provided for in the applicable IPA as the "Payment Amount"; and (ii) for each Contract Year subsequent to the first Contract Year, an amount invoiced by INSOURCE. Consolidated Fees for partial Contract Years will be prorated and will be due on the first day of such partial Contract Year, unless otherwise stated in the applicable IPA. INSOURCE will



use good faith efforts to invoice The Licensee thirty (30) days in advance of the applicable due date or upon reasonable request of the Licensee. INSOURCE reserves the right to modify its Consolidated Fees and shall give the Licensee 30 days' notice of any such modifications to its Consolidated Fees. The Consolidated Fee shall be INSOURCE's current licensee fees in force as set out in the IPA. The Consolidated Fees do not include any third party licences that may be required to run the Licensed Software which shall be separately due and payable.

(b) Late Charges. The Licensee will pay each INSOURCE invoice within thirty (30) days of the date of invoice and in any event, on or before the dates specified in the Agreement or the applicable IPA. INSOURCE reserves the right, after notice, to charge the Licensee interest at 8% over the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0% on past due amounts that are not the subject of a bona fide dispute on a day to day basis from the due date pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as amended. Additional Costs. The Licensee will also reimburse INSOURCE within the same payment period as specified in Section 7a above for actual travel and living expenses that INSOURCE incurs in providing the Licensee with Maintenance, with reimbursement to be on an as-incurred basis.

(c) Taxes. All sums payable under the Agreement and any IPA are exclusive of value added tax ("VAT") and the Licensee is responsible for paying any VAT or relevant local sales taxes relating to the Agreement. INSOURCE will invoice the Licensee for applicable VAT amounts and such invoices are due upon the Licensee's receipt thereof.

## **8. Limited Warranty, Disclaimer of Warranty and Election of Remedies.**

(d) Limited Software Warranty by INSOURCE and Remedy For Breach. INSOURCE warrants to the Licensee that, during the Warranty Period, each Baseline Licensed Software, as used by the Licensee for its own internal computing operations, will operate without Documented Defects. "Warranty Period" means the period beginning on the effective date in which the Licensee first licensed the applicable Baseline Licensed Software and ending thirty (30) days thereafter. For each Documented Defect, INSOURCE, as soon as reasonably practicable and at its own expense, will provide the Licensee with an avoidance procedure for, or a correction of the Documented Defect. If despite its reasonable efforts, INSOURCE is unable to provide the Licensee with an avoidance procedure for, or a correction of a Documented Defect, then, the Licensee's sole and exclusive remedy for breach of the foregoing warranty shall be a refund of the licence fee(s) paid for the defective Licensed Software. The Licensee must notify INSOURCE within seven (7) days of the end of the Warranty Period of any Documented Defect which occurs within the Warranty Period.

(e) Limited Media Warranty. INSOURCE warrants to the Licensee that the media containing the Licensed Software that INSOURCE first delivers to the Licensee will be free from material defects. Upon notice from the Licensee that the media contains a material defect, INSOURCE will promptly deliver to the Licensee replacement media containing the Baseline Licensed Software or, in INSOURCE's sole discretion, use commercially reasonable efforts to make the Licensed Software electronically available for download by the Licensee. These remedies are exclusive and in lieu of all other remedies, and INSOURCE's sole obligations for breach of this limited warranty are contained in this Section 7(b).

(f) Disclaimer of Warranty. The limited warranties in this Section 8 are made to the Licensee exclusively and are in lieu of all other warranties. INSOURCE makes no other warranties whatsoever, express or implied, with regard to the Licensed Software and to any Maintenance in whole or in part, or any other matter under the Agreement. INSOURCE explicitly excludes all warranties of

satisfactory quality and of fitness for a particular purpose. INSOURCE expressly does not warrant that the Licensed Software in whole or in part, will be usable if the Licensed Software has been modified by anyone other than INSOURCE or that it will be error free, will operate without interruption, will be compatible with any hardware or software, or will meet the Licensee's requirements.

(g) Exceptions. The limited warranties in this Section 8 will be null and void to the extent that a Documented Defect is caused by: (i) anyone (including the Licensee) other than INSOURCE modifying the Licensed Software; or (ii) the Licensee not implementing changes that INSOURCE provides to correct or improve the Baseline Licensed Software.

(h) High Risk Activities. The Licensed Software is not fault-tolerant and is not designed, manufactured or intended for use as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of direct life support machines, or weapons systems, in which the failure of the Licensed Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, INSOURCE disclaims any express or implied warranty of fitness for high risk activities. To the extent permitted by applicable law, the Licensee agrees that INSOURCE shall not be liable for any claims or damages arising from or related to the use of the Licensed Software in such applications. Nothing in this Section purports to exclude INSOURCE's liability for death or personal injury caused by its negligence or fraud.

## **9. Confidential Information.**

Except as otherwise permitted under the Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of the Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. Notwithstanding the provisions of this Section 9, the Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity.

## **10. Indemnity by INSOURCE.**

INSOURCE will defend, indemnify and hold the Licensee harmless from and against any loss, cost and expense that the Licensee incurs because of a claim that use of a Baseline Licensed Software infringes any copyright of others. INSOURCE's obligations under this indemnification are expressly conditioned on the following: (i) the Licensee must promptly notify INSOURCE of any such claim; (ii) the Licensee must in writing grant INSOURCE sole control of the defence of any such claim and of all negotiations for its settlement or compromise (if the Licensee chooses to represent its own interests in any such action, the Licensee may do so at its own expense, but such representation must not prejudice INSOURCE's right to control the defence of the claim and negotiate its settlement or compromise); (iii) the Licensee must co-operate with INSOURCE to facilitate the settlement or defence of the claim; (iv) the claim must not arise from modifications or (with the express exception of the third party hardware and software specified by INSOURCE in writing as necessary for use with the Licensed Software) from the use or combination of products provided by INSOURCE with items provided by the Licensee or others. If any Licensed Software is, or in INSOURCE's opinion is likely to become, the subject of a copyright infringement claim, then INSOURCE, at its sole option and expense, will either: (A) obtain for the Licensee the right to continue using the Licensed Software under the terms of the Agreement; (B) replace the Licensed Software with products



that are substantially equivalent in function, or modify the Licensed Software so that it becomes non-infringing and substantially equivalent in function; or (C) refund to the Licensee the portion of the licence fee paid to INSOURCE for the Licensed Software(s) giving rise to the infringement claim, less a charge for use by the Licensee based on straight line depreciation assuming a useful life of five (5) years, provided that the Licensee has returned or destroyed and discontinued its use of such Licensed Software. The foregoing sets forth INSOURCE's exclusive obligation and liability with respect to infringement of Intellectual Property Rights.

#### **11. Term and Termination.**

(i) Term and Termination. The Agreement shall commence on the Effective Date and continue subject to the Licensee paying the Consolidated Fee, the Agreement will automatically renew for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its election to terminate the Agreement for any particular Licensed Software at least ninety (90) days prior to the expiration of the then-current Contract Year.

(j) Right of Termination. Without prejudice to any rights that have accrued to INSOURCE under the Agreement, or any of its rights or remedies, INSOURCE may terminate the Agreement (including all IPAs hereunder) with immediate effect by giving written notice to the Licensee if:

- (I) the Licensee fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (II) the Licensee commits a continuing breach or any material breach of the Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from INSOURCE to do so, to remedy the breach;
- (III) the Licensee shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the Licensee shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or any step is taken (including, without limitation, the making of an application or the giving of any notice) by it or by any person in respect of any of these circumstances); and/or
- (IV) the Licensee ceases to carry on business.

(k) Effect of Termination. Upon termination of the Agreement by either party, the Licensee will discontinue further use of the Licensed Software, and will promptly return to INSOURCE or (at INSOURCE's request) will destroy all copies of the Licensed Software, and will certify to INSOURCE in writing, over the signature of a duly authorized representative of the Licensee, that it has done so. Termination of the Agreement will not relieve either party from making payments which may be owing to the other party under the terms of the Agreement.

(l) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, limitation of liability, Intellectual Property Rights and such other terms which by their nature survive termination, will survive termination of the Agreement.

(m) Termination without Prejudice to Other Rights and Remedies. Termination of the Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to the Agreement.

#### **12. Notices.**

All notices and other communications required or permitted under the Agreement must be in writing and will be deemed given when:

delivered personally; sent by recorded mail, sent by email, upon the commencement of business in London on the first Business Day following the date when dispatched, but only if dispatched to the correct email address of the addressee via the Internet, transmitted by facsimile and confirmed by first class mail; or sent by courier. Notices must be sent to a party at its address shown on the Agreement, or to such other place as the party may designate for its receipt of notices in accordance with this Section. The Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to INSOURCE at Insource House, 4 Southern Court, South Street, Reading Berks RG1 4QS or to such other place as INSOURCE may subsequently designate for its receipt of notices.

#### **13. Force Majeure.**

Neither party will be liable to the other for any failure or delay in performance under the Agreement (other than the Licensee's obligation to pay the Consolidated Fees) due to circumstances beyond its reasonable control, including Acts of God, acts of war, terrorist acts, accident, labour disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

#### **14. Assignment.**

The Licensee may not assign or otherwise transfer any of its rights or obligations under the Agreement, and any attempt at such assignment will be void without the prior written consent of INSOURCE. For purposes of the Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of the Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

#### **15. No Waiver.**

A party's failure to enforce its rights with respect to any single or continuing breach of the Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

#### **16. Choice of Law; Severability.**

The Agreement shall be governed by and construed under the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.

#### **17. Limitation of Liability.**

Except; (i) as provided in Sections 8 and 10; (ii) in the event of death or personal injury caused by INSOURCE's negligence; and (iii) in the event of INSOURCE's damage to the Licensee's tangible property, the total liability of INSOURCE, including but not limited to liability arising out of, resulting from, or in any way related to, contract, tort, breach of warranty, infringement or otherwise, shall not in any event exceed one hundred percent (100%) of the Consolidated Fees paid or payable by the Licensee with respect to the Licensed Software giving rise to any such claim. In no event will INSOURCE be liable for loss of profits, revenue or indirect, special, incidental, punitive or consequential damages. INSOURCE's maximum liability in contract, tort or otherwise for physical damage to the Licensee's tangible property shall not exceed one million pounds sterling (£1,000,000) per event or series of events.

#### **18. Compliance with Laws.**

The Licensee will comply with all laws, rules and regulations applicable to the use of the Licensed Software.





### **19. Audit Rights.**

INSOURCE may audit the records of the Licensee to ensure compliance with the terms of the Agreement and each applicable IPA(s). INSOURCE will notify the Licensee in writing at least ten (10) Business Days prior to any such audit. Any such audit will be conducted during the Licensee's regular business hours at the Licensee's offices and will not interfere unreasonably with the Licensee's business activities. INSOURCE may audit the Licensee no more than once in any six (6) month period. If an audit reveals that the Licensee is using a Licensed Software beyond the scope of the licence granted herein, then the Licensee will promptly reimburse INSOURCE for the cost of such audit and pay INSOURCE the underpaid licence fees based on INSOURCE's then-current list rates, as well as any applicable late charges.

### **20. Injunctive Relief.**

Each party's obligations under Section 9 hereof are of a unique character and each agrees that any breach may result in irreparable and continuing damage to the other party for which there will be no adequate remedy in damages. In the event of such a breach, the damaged party will be entitled to injunctive relief and/or a decree for specific performance and such further relief as may be proper.

### **21. Third Party Rights.**

No party other than the parties hereto or as otherwise expressly specified herein shall have any rights hereunder, either by operation of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

### **22. Entire Agreement.**

These Agreement Conditions together with the IPA constitutes the entire agreement and contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Notwithstanding the aforesaid, the parties shall remain responsible for any fraudulent misrepresentations. Any purchase order or similar document, which may be issued by the Licensee in connection with the Agreement, does not modify the Agreement or replace it. No modification of the Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends the Agreement. The Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Agreement and all IPAs entered into pursuant hereto may be signed in counterparts



## **Schedule A**

### **1. Data Academy**

(a) Production Licence. The Licensed Software may be used in the deployment of a single data academy database deployment. The Licensee may use the full functionality of the Applications and Custom Code but shall not modify, configure, or enhance its functionality.

Modifications to the functionality of the single data academy database may only be changed externally via a development licence (as described below) and subsequently deployed to the Production Licenced Software.

(b) Pre-Production Licence. The Licensed Software may be used for the purposes of testing any development, change or update to the Applications and Custom code developed by or for the licensee.

(c) Development Licence. The Licensed Software may be used for the development of a single data warehouse database by INSOURCE or the Licensee, for the Licensee's use only. It may also be used by INSOURCE or the Licensee for the support and ongoing development of that single data warehouse database.

(d) Multi-Server Licence. Should the Licensee wish to develop further Applications, additional server(s) and/or database licences can only be obtained from INSOURCE ("Multi-Server Licensed Software").

### **4. Gooroo Planner, Gooroo Booker & Gooroo Beds**

(a) The Licensee may use the full functionality of the edition of the Application purchased but shall not modify, configure, or enhance its functionality. The Licensee acknowledges that other than the licence granted to it in accordance with this clause, it shall receive no proprietary rights, title or interest nor be entitled to any such rights in any of the Intellectual Property Rights.

### **2. Health Data Enterprise**

(a) Production Licence. The Licensed Software may be used in the deployment of a single Health Data Enterprise database deployment for use as a production instance. The Licensee may use the full functionality of the Application but shall not modify or enhance its functionality.

Modifications to the functionality of the single Health Data Enterprise database may only be changed via an appropriate expansion module or configuration licence.

(b) Pre-Production Licence. The Licensed Software used in the deployment of a single Health Data Enterprise database deployment for use as a test or training instance. The use of a pre-production licence is subject to an associated production licence and may only be used for the purposes of testing or training of the Licensee Employees. The pre-production licence must be configured to reflect the production licence.

Modifications to the functionality of the single Health Data Enterprise database may only be changed via an appropriate expansion module or configuration licence

(c) Configuration Licence. The Licensed Software used in the deployment of a single Health Data Enterprise database deployment for use as a configuration or development instance. The use of the configuration instance is solely for the purposes of localisation of Health Data Enterprise using the areas of the product designed specifically for that purpose.

### **3. Patient Pathway Plus**

(a) Production Licence. The Licensed Software may be used in the deployment of a single Patient Pathway Plus database deployment for use as a production instance. The Licensee may use the full functionality of the Application but shall not modify or enhance its functionality.

Modifications to the functionality of the single Patient Pathway Plus database may only be changed via an appropriate expansion module or configuration licence.

(b) Pre-Production Licence. The Licensed Software used in the deployment of a single Patient Pathway Plus database deployment for use as a test or training instance. The use of a pre-production licence is subject to an associated production licence and may only be used for the purposes of testing or training of the Licensee Employees. The pre-production licence must be configured to reflect the production licence.

Modifications to the functionality of the single Patient Pathway Plus database may only be changed via an appropriate expansion module or configuration licence.

(c) Configuration Licence. The Licensed Software used in the deployment of a single Patient Pathway Plus database deployment for use as a configuration or development instance. The use of the configuration instance is solely for the purposes of localisation of Patient Pathway Plus using the areas of the product designed specifically for that purpose.