

Application Modernisation | Cloud House

1. Definitions

In this section:

- (a) **Documentation** means explanatory and informational materials concerning the Licensed Software, in printed or electronic format. Documentation does not include software source or object code;
- (b) **Licensed Software** means the application compatibility software known as 'Alchemy' licensed to the Customer under a Statement of Work;
- (c) **Maintenance and Support Services** means support and maintenance services for the Licensed Software;
- (d) **Licence Quantity** means the number of licences of the Licensed Software for the Licence Type licensed to Customer;
- (e) **Licence Type** means the type of licences of the Licensed Software granted to Customer, being licences granted on:
 - (1) a per named End User basis; or
 - (2) a per server instance basis.
- (f) **Statement of Work** means the relevant statement of work entered into by Cenitex for the provision of Licensed Software to the Customer;
- (g) **Third Party Products** means any hardware or software other than the standard software products; and
- (h) **Upgrades** means new functionality (major) version releases containing new features and major enhancement of the Licensed Software.

2. Licence grant

- (a) Customer may use the Licensed Software only to the extent such use is in respect of Cenitex's internal business purposes and subject to the License Type and License Quantity as set forth in the applicable Statement of Work. This license does not extend to an Upgrade which are subject to separate software licenses and fees.
- (b) The Customer must not:
 - (1) translate, disassemble, reverse engineer, recompile, decompile, update, modify, merge, prepare derivative works, adapt, translate or copy any portion of the

Licensed Software except as authorised herein or as otherwise expressly permitted by applicable law;

- (2) use the Licensed Software in violation of applicable laws;
 - (3) use the Licensed Software in excess of the number of licences purchased;
 - (4) use the Licensed Software on a service bureau, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Software or "frame" or "mirror" the Licensed Software on any other server or wireless or Internet-based device;
 - (5) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber in whole or in part the Licensed Software;
 - (6) alter, change, or remove any titles, trademarks, trade names, copyright notices, legends or other proprietary markings placed on the Licensed Software;
 - (7) commercially exploit the Licensed Software or use the Licensed Software to create a competitive offering;
 - (8) share or publish the results of any benchmarking of the Licensed Software without Cenitex's prior written consent;
 - (9) provide, make available to, or permit use of the Licensed Software in whole or in part by, any third party, including contractors, without Cenitex's prior written consent.
- (c) The Customer must provide and maintain all necessary hardware and the proper environment to operate the Licensed Software as specified by Cenitex including, but not limited to, acquiring and maintaining the necessary system configuration (hardware and software) and any necessary third party software and licenses needed to utilise the various capabilities of the Licensed Software.
- (d) The Customer agrees to use of its intellectual property for the provision of the Licensed Software and Maintenance and Support Services, including the extraction of all intermediate code from its software applications through a utility tool to enable the provision of the Licensed Software and Maintenance and Support Services.

3. Records and audit

- (a) Customer must maintain clear and complete records showing its usage of the Licensed Software by including:

- (1) the disposition of each copy of the Licensed Software made or used by Customer;
 - (2) the installed License Quantity;
 - (3) the number and description of computers and/or server instances on which the Licensed Software is run;
 - (4) if applicable the number and name (or other unique ID) of named users; and
 - (5) the usage of the Licensed Software by individual End Users or server instances.
- (b) Customer must report usage of the Licensed Software on a monthly basis by submitting an offline report and data file in a format agreed with Cenitex, showing such information and data as Cenitex may reasonably require.