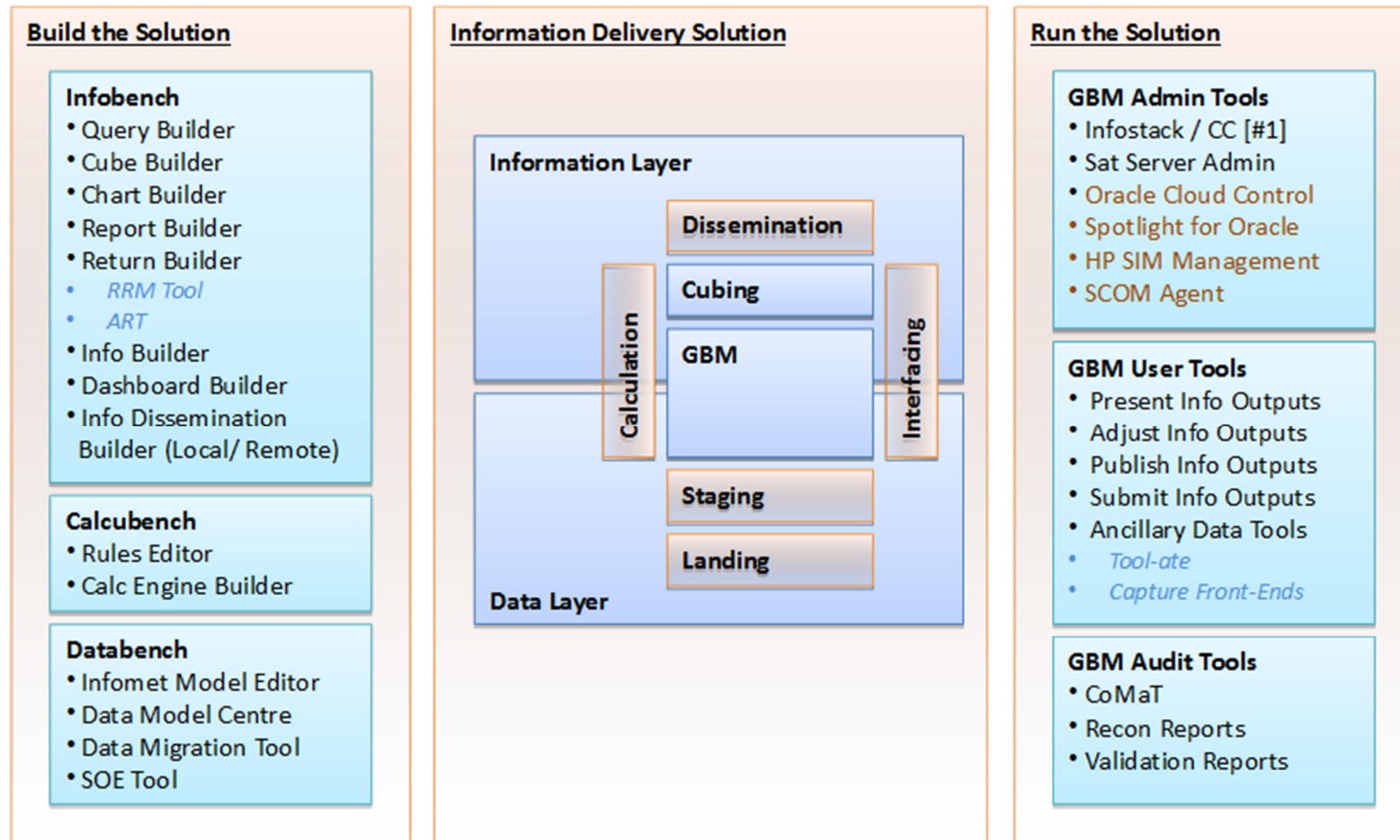


# GBM based Offerings Intellectual Rights Policy

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# 1 GBM BASED SOLUTION BUILDING BLOCKS

The following Block Diagram depicts the building blocks of the GBM based Solution, so that the rights can be noted and agreed



Refer to attached schedule.

## 2 ACKNOWLEDGEMENT OF PROGRAM RIGHTS

### 2.1 Authorship and Intellectual Property rights

The Purchaser acknowledges that **The Manufacturer** is the originator of the GBM based solutions: the GBM Infostack, the GBM Infoboxes and the GBM Solution Boxes for Banking, Investment and Insurance, including the designs, the architecture and the material.

The Purchaser acknowledges that all intellectual property rights (this includes but is not limited to all rights, title and interest, such as copyright, patent rights and trade secrets in the Technology and Intellectual Property rights which the Supplier may have in anything created or developed) with reference to the GBM, vests and remains vested with the Supplier.

The Supplier retains all right, title and interest, including all copyright, patent rights and trade secrets in the Technology and Intellectual Property rights The Supplier may have in anything created or developed with respect to the GBM.

#### 2.1.1 Copyrights

Copyright with respect to **the GBM**, and all it embodies, vests and remains vested with **The Supplier**.

**The Purchaser** shall not copy **the GBM** (data structures, metadata, or software), in whole or in part, except as expressly provided in this section.

**The Purchaser** may have **the GBM** in whole or in part, in printed or machine readable form :-

- On the designated servers, servicing to designated user workstations:
  - The production server in the main operational data centre.
  - The 24x7 standby/high availability server.
  - The server in the main operational disaster recovery centre.
- In a vault for safekeeping: 2 additional copies for archive or emergency restart purposes, to replace a worn copy, to understand the contents of such machine readable materials, or to store at the off premises location which **The Purchaser** uses for security storage purposes only

**The Purchaser** agrees not to remove or destroy any proprietary marking or proprietary legends appearing on or contained within any **Licensed Software** or **Licensed Materials** and **The Purchaser** agrees that such proprietary marking or legends shall appear on all copies or partial copies of the **Licensed Software** and **Licensed Materials** made by **The Purchaser**.

#### 2.1.2 Ownership

**The Purchaser** acknowledges that **the GBM** is not the property of **The Purchaser** and that **The Supplier** intends that **The Purchaser** will use the GBM only under the terms and conditions of **This Agreement**, with associated **Product Order** and **Work Orders**.

However, **The Supplier** grants **The Purchaser** the right to access and alter the relevant parts of the source code for its own purposes. This right is limited to **The Purchaser** and the Vendors which **the License** may use to maintain, enhance, or interface with **the GBM** – providing that such Vendors or 3rd party agents

signs a confidentiality and non-disclosure agreement with **The Supplier** directly, and for each individual performing work for such Vendor or Agent.

Ownership of **the GBM**, or parts thereof, may in no manner be transferred to any **third party** Agent (as a result of their understanding from similar Agreements with **The Purchaser**) that they may own code produced while performing work for **The Purchaser**.

If **the GBM** or specifications thereof, or any material from which **the GBM** can be reverse engineered is provided to any **third party**, then The Purchaser will be in breach of this agreement and **The Supplier** will pursue its rights to recover damages. **The Purchaser** will also be obliged to assist **The Supplier** in actions to recover the consequential damages from the responsible parties of having provided **the GBM** to such parties.

### 2.1.3 Underlying Components

**The Purchaser** acknowledges that **The Supplier** holds licenses to use and sublicense various components and/or software and/or bought-in data from external 3rd party vendors (Technology Partners of The Supplier), such as development tools, routines, sub-routines and other programs, as well as data and materials that **The Supplier** may include in **the GBM** or GBM Toolset. Such material shall be referred to as the **Underlying Components**.

1. **The Underlying Components of the GBM** is appropriately sourced by **The Supplier**.
2. Software to be licensed directly by **The Purchaser**:

- The designated Microsoft, HP or Sun Operating System (to be licensed by **The Purchaser**).
- Oracle Database Management System (to be licensed by **The Purchaser**).
- Microsoft Analysis Services (to be licensed by **The Purchaser**).

In the case where alternative Technology components are being used from other vendor, **this License Agreement** will be annotated to record such change. (For instance, Business Intelligence Technology components may be exchanged with those from alternative Vendors where the architecture permits).

## 2.2 Conditions of Use

### 2.2.1 Relatedness to Core Business

**The Purchaser** is licensed to use **the GBM** for, and only for, an Information Delivery Architecture related to its core business, which is: Financial Services, Health related Financial Services, Long Term Insurance related Financial Services, Short Term Insurance related Financial Services and Investment Management; in any of its business units or subsidiary organizations, providing it is hosted on only one site.

### 2.2.2 Operational Necessity

One usage **license and subscription agreement** is required per set of related platforms. Such set, includes the usage on the **front end devices** (for example the tables and laptops) **operational platform**, the **failover standby platform** as well as the **disaster recovery platform**.

**The Supplier** authorises **The Purchaser** to use **the GBM** in the following manner:

1. Install **the GBM** on a suitable set of servers of **The Purchaser** (owned, leased or otherwise controlled by **The Purchaser**) for operational use
2. Have instances for Development, User Acceptance Testing, Production as well as Standby and Disaster Recovery.
3. Have two sets of backup disks of the software components, database scripts and business meta data.
4. Make backups of the populated GBM database, which need to be properly secured and managed by Purchaser.
5. Securely keep only a limited set (2) of installation disks of the GBM Toolset for operational use.

**The Purchaser** subsequently agrees to and undertakes:

1. not to copy or reproduce the **Licensed Software or Information Packs** except as necessary to use the Licensed Software as specified in **this Agreement**;
2. not to copy **the Licensed Software or Information Packs** without the consent of **The Supplier**, which consent will not be unreasonably withheld;
3. not to make more copies other than is necessary of **the Licensed Software** for back-up purposes (usually not more than 2 copies), which must be stored in a secure place and be clearly marked;

### 2.2.3 Protection of Program Rights

**The Purchaser** subsequently agrees to and undertakes:

1. Not to translate, adapt, vary or modify the Licensed Software. Supplementary material based on **the Licensed Software** for **The Purchaser's** own internal use, may be produced.
2. except to the extent permitted by law, not to, or not to cause the disassemble, decompile or reverse engineer **the Licensed Software** or create any derivative works based upon the same; and not to re-compile **the GBM**, or any of its tools, without the consent of **The Supplier**;
3. not to sub-license, distribute or enter into any agreement to allow non licensed entities to benefit from **the Licensed Software**, by allowing them to share the implemented GBM System;
4. not to permit use of **the GBM** other than by **The Purchaser's** own employees or **The Purchaser's** appointed sub-contractors who have signed Confidentiality and Non-Disclosure Agreements with **The Supplier**;
5. Not to allow open access to the source code of **the GBM** (data structures, meta data or software).
6. To keep confidential all Licensed Software and other materials supplied. It is understood that there will be Supplier Vendors to whom **The Purchaser** will have to supply material in order to interface with, or extend the functionality of **the GBM**. **The Purchaser** will supply no

more material to such parties than is necessary and will manage the disclosure / dissemination of the material in a responsible manner, for which the intended purpose and audience of all Licensed Software will specifically be marked for any other use outside **the License** - the consent of **The Supplier** must be obtained, which consent will not be unreasonably withheld.

7. To assist **The Supplier** to legally pursue any party who reverse engineers any part of **the GBM**.
8. To allow **The Supplier** or any of its representatives or agents access to **Purchaser's** premises for purposes of maintaining **the GBM** and/or to monitor compliance to the conditions of **this License Agreement**.

## 2.3 Modifications and alterations

Once the development phase is complete and modifications or alterations are done by **The Purchaser** on **the GBM**, the responsibility for the operability and the integrity of **the GBM** shifts from **The Supplier** to **The Purchaser**. **The Supplier** will still respond to incidents if requested by **The Purchaser** as indicated in the schedules, but resolving the incidents will be the responsibility of **The Purchaser**. In any event **The Purchaser** may not alter the core **GBM** system unless those individuals who will perform such alteration have been put through an appropriate skills transfer and certification program by **The Supplier**.

### **Note:**

*It may become necessary from time-to-time for The Purchaser to make additional, post-development modifications to the GBM. In such cases these changes are only to be made to the "custom" schemas and sections of the GBM software. Where changes are made to the core sections of the GBM, there is always the risk that these custom modifications undertaken by The Purchaser may make it difficult or impossible to implement future upgrades. Such changes must therefore only be made in consultation with The Supplier and only by the properly certified individuals referred to above.*

*The Purchaser must be aware that the dependencies and interfaces with the core GBM may have to be reworked by The Purchaser when future updates of the GBM are released*