INTELLECTUAL PROPERTY AND USE OF LICENSED MATERIALS

- 1. All copyright and other Intellectual Property belonging to the Client are, and will remain the absolute property of the Client. However, the Client hereby grants Touchbase a non-exclusive, royalty-free license to use such Intellectual Property for the purposes of, and for the duration of, the Project.
- 2. All copyright and other Intellectual Property belonging to Touchbase (including such rights subsisting any Touchbase IP) are, and will remain the absolute property of Touchbase. However, Touchbase hereby grants the Client a non-exclusive, royalty-free license to use such information and materials for the purposes of, and for the duration of, the Project.
- 3. In addition to the license granted by Touchbase in clause 11.2, Touchbase hereby further grants the Client upon payment in full of the Contract Price, a non-exclusive, royalty-free, perpetual license to use any Touchbase IP generated by Touchbase specifically for the purposes of the Solution.
- 4. During the period prior to the grant of license described in clause 11.3, the Client will ensure that all of its employees, sub-contractors and other users of Touchbase IP refrain from taking any steps, such as reverse assembly or decompilation, to derive a source code equivalent of the Touchbase IP, however the Client is permitted to make a single archive copy of the Touchbase IP for backup purposes only, provided that copy reproduces the copyright and proprietary markings from the original software.
- 5. While the Client will be free to modify and/or adapt any such Touchbase IP following the grant of the license pursuant to the clause 11.3, Touchbase reserves the right to provide Support Services for the last known good version of such Touchbase IP only in order to restore service in line with its support commitments. The Client therefore acknowledges that Touchbase may only be able to provide Support Services for the original version of such Touchbase IP unless it provides Touchbase with the latest version of code modified or adapted by the Client. In the event that the Client decides to provide updated or amended versions of such Touchbase IP to Touchbase, Touchbase will:
 - 5.1. have a non-exclusive, royalty-free right and license to use that modified or adapted code; and
 - 5.2. support the modified version of the Touchbase IP supplied to it.
- 6. Where the Client does not provide Touchbase with the latest version of code modified or adapted by it, Touchbase will provide Support Services on a 'best efforts' basis only, and Touchbase will have no liability whatsoever for any failure to meet applicable Service Levels as a result of any such Client alterations or modifications.
- 7. Touchbase will procure for the Client (as agent), licenses in respect of the Software which will be on the standard license terms of the relevant Software proprietor licensor. All Software licenses will be entered into directly between the Client and the applicable licensor.