

User Licence Agreement

Egton Medical Information Systems Limited incorporated in England & Wales, No 2117205 and having its registered office at Fulford Grange, Micklefield Lane, Rawdon, Leeds, LS16 6BA (the "Licensor") grants you (the "Licensee") a non-exclusive, non-transferable Licence for the accompanying software product, Envisage; including (if applicable) electronic documentation and associated material (the "Software").

The Licence permits you to "Use" (as hereinafter defined) the Software on the Envisage System purchased with, this licence (the "System") for use only upon the terms and subject to the conditions contained herein.

Other than within the System, the Software may NOT be transferred electronically from one computer to another nor used over a network.

1. Meanings:

"Hardware" means the EDS comprising of the system unit, its internal components, the screen(s), and the VGA extenders (where fitted).

"Operating System" means the Operating System software pre-installed on the EDS at delivery and any approved upgrades.

"Standard Applications" means other applications software pre-installed on the EDS as supplied by or approved by Egton, such as Envisage and MacAfee Anti-Virus software.

"Equipment" means the EDS, Hardware, Operating System and Standard Applications.

"Quotation" means the quote sent by the Licensor to the Licensee for the Software

2. THE SOFTWARE IS NOT FREE OR SHAREWARE.

3. UPON ACCEPTING THIS LICENCE YOU UNDERTAKE:

- (a) not to copy the Software nor (subject to applicable law rights) to disassemble, decompile or reverse engineer the Software.
- (b) not to translate, modify, lease, rent, loan, redistribute, sub-lease, sub-license or create derivative works from the Software.
- (c) to maintain accurate and up-to-date records of the number and location of all copies of the Software.
- (d) to supervise and control Use of the Software in accordance with the terms of this Licence.
- (e) to ensure that your employees, agents and other parties who will use the Software are notified of this Licence and the terms hereof prior to such employee, agent or party using the same
- (f) not to provide or otherwise make available the Software to any person other than your employees or as specified herein without prior written consent from the Licensor.
- (g) not to display the Software on a public bulletin board, ftp site, worldwide web site, chat room or by any other unauthorised means.
- (h) not to use the Software for immoral, illegal or for any other purpose which may be determined threatening, abusive or harmful.
- (i) within 14 days after the date of termination or discontinuance of this Licence for whatever reason, to destroy the Software and all upgrades or copies.

4. NOTWITHSTANDING CLAUSE 2 ABOVE, THE SOFTWARE MAY NOT BE TRANSFERRED TO ANOTHER PARTY.

5. Licence Period

An initial period of one year from (and excluding) the Installation Date. Subsequent annual licences may be granted on the payment each year of a further Licence Fee of an amount published each year by the Licensor but otherwise on the rest of the terms of this Agreement.

6. Licence Fee

An initial fee as set out in the Quotation (and/or as invoiced by the Licensor from time to time). After the expiry of the initial Licence Period, such further fee payable annually as published by the Licensor. Where applicable, VAT (at the then prevailing rate) and any other taxes duties or levies will be paid additionally by the Licensee.

NO LICENCE FEE IS REFUNDABLE ON TERMINATION BY YOU. THE LICENSOR MAY TERMINATE THIS LICENCE AT ANY TIME IF YOU ARE FOUND IN BREACH OF ANY OF THESE TERMS. IF YOU ARE NOTIFIED OF SUCH TERMINATION, YOU MUST COMPLY WITH THE PROVISIONS OF CLAUSE 3i ABOVE.

7. Payment Terms

- 7.1. The Licensee must pay to the Licensor the Licence Fee within 14 days of receipt of an invoice from the Licensor. If the Licensee does not pay in accordance with this provision the Licensor has the right to charge interest on the balance outstanding under the invoice (after as well as before any demand for payment or judgment) from the due date until the date of payment at 4% above the base rate of Clydesdale Bank plc t/a Yorkshire Bank from time to time and if not paid on demand compounded quarterly on every 31st March, 30th June, 30th September and 31st December.
- 7.2. If the Licence Fee and/or Charges or any part is not paid after the due date, the Licensee agrees the Licensor may (without prejudice to any other right or remedy) take such steps as are necessary to deactivate the Software so that it does not function until payment of the overdue sum (and any interest) has been made.

8. Software Maintenance Services

- 8.1. The Licensee acknowledge that the nature of the Software is such that it requires updating and altering on a reasonably regular basis to ensure that it corresponds with current medical practice and thinking. In the light of this, it is imperative that no one other than the Licensor (or a Licensor approved person) supports or interferes with the Software. The Licensee therefore acknowledges that they are contractually bound to take Software maintenance services from the Licensor exclusively for as long as they are Using the Software under the Licence and that it is reasonable in all circumstances to do so.
- 8.2. During the continuance of the Licence the Licensor shall provide to the Licensee the maintenance and support services 'Software Maintenance' (these services will be dependent on the provision of remote access by the Licensee to the Licensor) set out and the charge for this shall be included in the Licence Fee paid initially and each year thereafter (save as expressly provided in this Agreement):
 - a) technical advice by telephone, facsimile transmission, modem or mail as shall be reasonably necessary to resolve the Licensee's difficulties;
 - b) at the Licensor's sole discretion, the receipt of updates and new functions and facilities for the Software;
 - c) if virus checking software is procured by the Licensor for the Licensee during the initial and/or any subsequent Licence Period then the Licensor will also ensure that updates for such software are made available to the Licensee during the relevant Licence Period;

8.3. Unless otherwise agreed Software Maintenance shall not include service in respect of:

- a) training of staff or installation of the Software;
- b) rectification of lost or corrupted data other than arising out of the Licensor's negligence;
- c) any fault in the Equipment or in any software (including operating systems) used in conjunction with the Software;
- d) any re-configuration of the Equipment or of any software (including operating systems) used in conjunction with the Software effected by any person other than the Licensor;
- e) defects or errors resulting from any alterations, adaptations or modifications of the Software made by any person other than the Licensor;
- f) any version of the Software (including a version which is not the Licensor's current version) that the Licensor has not been allowed to upgrade in accordance with its usual practice;
- g) incorrect use of the Software or operator error;
- h) defects or errors caused by use of the Software at any location other than the Location or on or with equipment (other than the Equipment) or software not supplied by or approved in writing by the Licensor;
- i) any modification of the Software if such modification would result in a departure from the Specification.

8.4. The Licensor shall make an additional charge in accordance with its standard scale of charges from time to time in force for any maintenance and support services provided by it at the request of the Licensee:

- a) which do not qualify as Software Maintenance to be supplied under this Agreement and/or by virtue of any of the exclusions referred to in clause 8.3 above: or
- b) at the request of the Licensee but which the Licensor finds are not necessary.
If and as soon as reasonably practicable the Licensor will notify the Licensee of the incidence and estimated amount of such charge.

For the avoidance of doubt, nothing in this paragraph shall impose any obligation on the Licensor to provide services in respect of any of the exclusions referred to in Clause 8.3.

9. Warranty

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT EXCEPT TO THE EXTENT THAT BY STATUTE LIABILITY MAY NOT LAWFULLY BE EXCLUDED IN AN AGREEMENT OF THIS NATURE.

- (a) the Licensor does not warrant that the software will be error-free.
- (b) neither party shall be liable to the other or to any other party for any consequential loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this licence, the software, its use or otherwise, except to the extent that such liability may not be lawfully excluded under the applicable law.
- (c) notwithstanding the generality of the above, the Licensor expressly excludes liability for indirect, special, incidental or consequential loss or damage which may arise in respect of the software howsoever caused even if advised of the possibility of such damages. Nothing in this licence

shall exclude or limit the liability of either party for death or personal injury caused by its negligence or fraudulent misrepresentation.

- (d) in the event the Licensor incurs any liability whatsoever, such liability is limited to the licence fee paid by the Licensee (or on its behalf) for the software (except for death or personal injury arising from the Licensor's negligence).

10. Copyright and Law

ALL COPYRIGHT, TRADE MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS SUBSISTING IN OR USED IN CONNECTION WITH THE SOFTWARE (INCLUDING BUT NOT LIMITED TO ALL IMAGES, ANIMATIONS, AUDIO AND OTHER IDENTIFIABLE MATERIAL RELATING TO THE SOFTWARE) ARE AND REMAIN THE SOLE PROPERTY OF THE LICENSOR.

- a) THE PARTIES HEREBY AGREE THAT THIS LICENCE SHALL BE CONSTRUED IN ACCORDANCE WITH THE EUROPEAN COMMISSION'S DIRECTIVES AND WIPO TREATIES ON COMPUTER PROGRAMS, COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS AND IN TERMS OF THE ENFORCEABILITY OF THIS LICENCE, THIS LICENCE SHALL BE DEEMED "IN WRITING" AND "ACCEPTED" BY BOTH PARTIES.
- b) THE PARTIES HEREBY AGREE THAT THIS LICENCE SHALL BE CONSTRUED IN ACCORDANCE WITH ENGLISH LAW AND EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE ENGLISH COURTS.

SIGNED for and on behalf of the Licensor:

Signature:	Print name:
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SIGNED for and on behalf of the Licensee:

Signature:	Print name:
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