Dear Client,

We've provided the following background information to help with your review of our agreements.

There are two key legal documents that govern the sale of RLDatix's software and services:

The Order Form specifies what products and services are being purchased and defines the scope of software licensing.

The Terms of Use ("TofU") is our contract governing software licensing, service delivery, and support and maintenance. RLDatix's software is licensed per user or on an enterprise basis and may be limited to specific client locations, as indicated on the Order Form.

To put the documents in context, here are some items of note:

Our software isn't used in the delivery of patient care, nor is it mission critical. As a result, we assume a lower legal risk and in turn provide the software at a lower price.

RLDatix provides commercial off-the-shelf software and doesn't do custom development.

We see price and terms as being linked. We want to make it easy for our clients to purchase from us, so we often provide a discount for accepting our standard terms as is. Most of our clients accept this offer because it makes for a simpler purchase process and a lower price.

We are willing to consider modest edits to our agreement, however it may result in a different price and slow down the purchase process. We don't make inline changes to our TofU because we've noticed that it tends to blur the line between important issues and immaterial or stylistic changes. If you wish to make changes, please propose alternate legal language in the *TofU Addendum* document provided by your sales representative.

With respect to the TofU, here are a few specifics worth knowing:

The Incompatibility with Law provision {15(b)} is intended to eliminate the need for contract edits dealing with unique jurisdictional laws. (This approach avoids RL having to consult with experts in each jurisdiction to validate edit requests.)

The Support & Maintenance Guide {4(a) & 4(f)} is not editable. With thousands of hospitals as clients it would be impractical to have different service levels and guides for each client.

Our software includes third party components {2(b)}. In every case, RL is permitted to provide this third-party software to you (and you are permitted to use it), at no additional charge {10(a)}. Some of the publishers of those software elements require that we provide you with a copy of their license agreement. And none of the terms of those agreements diminish the rights RL is otherwise offering to you in the agreement. We refer to these as "Third Party Software License Agreements", and for your reference we provide a complete set of them, constantly updated, via our web site and for download. The Third Party Software Licensing Agreements are not editable.

You own all rights to your data {9(b)}. Although RLDatix retains ownership and full title in all intellectual property associated with the software {9}, you own your data.

Minimum Commitment {4(c)} is only applicable if the Order Form lists one. Otherwise you can stop paying your annual fee at the end of the current term {4(b)}. And with a perpetual license, you can continue to use the software without paying an annual fee (although this is not recommended). You do not need to terminate the agreement {7 & 8} in order to stop paying annual fees. Terminating the agreement terminates the license and your right to use the software.

The Hosting Addendum is only applicable if RL is providing hosting or cloud services.

The TofU is a boilerplate document designed to handle different situations (e.g. Perpetual and Subscription licensing; Minimum Commitment or no Minimum Commitment). The Order Form dictates the details of what applies or doesn't apply in your specific situation. Editing out clauses which don't apply with this purchase is unnecessary and can hamper future purchases.

We thank you for selecting RLDatix as your technology partner to support quality improvement in your healthcare organization . Our goal is to be balanced and fair throughout that process of reviewing the purchase agreement and, at any time, if you have questions or items of clarification, please feel free to give us a call.

Sincerely,

Cary Lavine
Chief Financial Officer, RLDatix

RLDATIX TERMS OF USE LICENSE AGREEMENT

YOU (ALSO KNOWN AS "**CLIENT**") AGREE TO BE BOUND BY THIS TERMS OF USE LICENSE AGREEMENT ("AGREEMENT") IN ANY OF THE FOLLOWING WAYS (A) BY ACCEPTING AN ORDER FORM, (B) BY OPENING THE PACKAGING CONTAINING THE SOFTWARE, (C) BY INDICATING YOUR ACCEPTANCE OF THE FOLLOWING TERMS (BY SELECTING "AGREED" "YES" OR ANOTHER WORD OR PHRASE OF AFFIRMATION), OR (D) BY INSTALLING, COPYING OR IN ANY WAY USING THE LICENSED MATERIALS (as defined in section 1(f), below) PROVIDED TO YOU BY RLDATIX NORTH AMERICA INC. (HEREAFTER, "**RLDATIX**") AND/OR THAT OF ITS AFFILIATES AS PROVIDED HEREUNDER, TOGETHER WITH ANY UPDATES THERETO.

WHERE YOU HAVE NOT PREVIOUSLY AND UNAMBIGOUSLY AGREED TO THE TERMS OF THIS AGREEMENT (SAVE WHERE EXPRESSLY AMENDED BY WRITTEN AGREEMENT SIGNED BY BOTH RLDATIX AND CLIENT) THEN BY INSTALLING OR USING THIS SOFTWARE YOU ARE AGREEING TO BE BOUND BY THESE TERMS. ACCORDINLY, IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE SOFTWARE AND RETURN IT TO RLDATIX, TOGETHER WITH ALL DOCUMENTATION AND MATERIALS PROVIDED, WITHIN TEN (10) DAYS FOR A FULL REFUND.

THE FUNCTIONALITY OF THE SOFTWARE AVAILABLE TO CLIENT IS CONTROLLED BY THE SOFTWARE KEY SUPPLIED BY RLDATIX TO CLIENT. FOR THE AVOIDANCE OF DOUBT, WHERE CLIENT WISHES ADDITIONAL FUNCTIONALITY TO BE RELEASED IN THE SOFTWARE, CLIENT SHALL APPROACH RLDATIX WHO MAY MAKE AVAILABLE SUCH ADDITIONAL FUNCTIONALITY IN RETURN FOR AN ADDITIONAL LICENSE FEE PAID TO RLDATIX. THIS AGREEMENT SHALL GOVERN CLIENT'S USE OF ANY SUCH ADDITIONAL FUNCTIONALITY.

WHERE RLDATIX IS HOSTING THE SOFTWARE FOR CLIENT OR MAKING IT AVAILABLE VIA A CLOUD BASED SUBSCRIPTION SERVICE, THE TERMS OF THE ATTACHED HOSTING ADDENDUM SHALL APPLY IN ADDITION TO THIS AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THAT HOSTING ADDENDUM, THE PROVISIONS OF THE HOSTING ADDENDUM SHALL PREVAIL.

WHERE THE SOFTWARE IS SUPPLIED TO CLIENT AS A DEMONSTRATION VERSIONS THEN (A) THE PROVISIONS OF THE PREVIOUS PARAGRAPH REGARDING A CLOUD BASED SERVICE SHALL APPLY AND (B) CLIENT SHALL HAVE NO RIGHT TO USE THE SOFTWARE OR TO ACCESS THE DATA USED DURING THE DEMONSTRATION PERIOD AFTER THE EXPIRY OF THE DEMONSTARTION PERIOD PERMITTED BY RLDATIX.

IF YOU WOULD LIKE A HARD COPY OF THIS AGREEMENT, PLEASE CONTACT US AT +44 207 947 4187**.**

1) DEFINITIONS

(a) "**Affiliated**" means affiliated in the manner indicated in the Order Form.
(b) "**Authorized Users**" shall consist of the individuals Client permits to either access or use the Licensed Materials and is a subset of the individuals included in Client's FTE number. Authorized Users must be associated with either a Listed Licensed Location or an Unlisted Licensed Location.
(c) "**Documentation**" means the published user manuals and other written materials concerning the Software that RLDatix generally makes available to its clients from time to time.
(d) "**Enhancements**" means any updates, upgrades, improvements or new versions of the Software or Documentation that RLDatix may release or make generally available to its clients from time to time, which items are also subject to license.
(e) "**FTE**" means full time equivalents, and is a tool used for pricing to measure the size of Client's organization and thus the scope of its use of the Licensed Materials. FTEs are expressed in numerical units, with full time workers expressed as 1.0 FTE, someone who works half time expressed as .5 FTE, and so on. As used in connection with this Agreement, Client's FTEs include: (i) all of Client's employees, (ii) Client's agents and affiliates, (iii) Permitted Independent IT Contractors, (iv) independent or contract medical personnel (physicians, nurses, pharmacists, etc.) including their support and ancillary staff, and (v) any other groups of health care providers, medical workers and volunteers having privileges or working with Client. Client's FTEs are deemed to exclude: (A) FTEs associated with Non-Licensed Locations as recorded on the Order Form (only to the extent that there is no overlap with Listed Licensed Locations or Unlisted Licensed Locations), and (B) Client's patients and customers (to the extent that they do not fall into one of the other groups of individuals listed in the preceding sentence).
(f) "**Licensed Materials**" means (i) the Software, (ii) the Documentation, (iii) any Enhancements; (iv) any Modifications, and (v) any copy of the Software, Documentation, Enhancements or Modifications and Third Party Software.
(g) "**Licensed Thresholds**" refers to the limitations on use specified on the Order Form such as, without limitation, the following: license type (i.e. the functionality included in the license to Client); number of licensed users (meaning the absolute number of permitted users of the Software rather than the FTE count); number of different types of users (in particular there currently being three separate and distinct user types: Manager Users, Admin Users and Admin Lite Users); Listed Licensed Locations and Unlisted Licensed Locations; and the FTE limit.
(h) "**Listed Licensed Locations**", "**Unlisted Licensed Locations**" and "**Non-Licensed Locations**" are as indicated on the Order Form: Listed Licensed Locations being specified by name and address. All authorized locations must be listed and may be excluded from the list only in accordance with terms for locations on the Order Form.
(i) "**Modifications**" means any alteration, change or modification to any Licensed Materials made at Client's request.
(j) "**Order Form**" or "**Order**" refers to the order form or quotation provided by RLDatix to Client that specifies the fees and certain parameters for the Licensed Materials, such as, without limitation, License Thresholds.
(k) "**Permitted Independent IT Contractor**" means an individual or group of individuals not employed by Client but who are engaged in work that supports Client's use of the Licensed Materials, for example as outsourced information technology resources. To qualify as Permitted Independent IT Contractors, such individuals or group of individuals must be identified on the Order Form, must be included in the FTE count, and must not provide services to, or on behalf of, any business which is competitive with RLDatix.
(l) "**Software**" means the executable object code form of the RLDatix-owned Software identified on the Order Form, together with any Enhancements or Modifications. The term "Software" excludes any software licensed by third parties.
(m) "**Support Guide**" means the RLDatix Software Support & Maintenance Guide, the most current copy of which is always available at https://www.rldatix.com/en-uk/Company/Terms-of-Use. A copy of the Support Guide which is current as of the Effective Date of this Agreement is attached as Exhibit A, for reference.
(n) "**Third Party Software**" means any computer programs not owned by RLDatix that are licensed to Client and provided along with the Licensed Materials.

2) GRANT OF RIGHTS/CLIENT RESPONSIBILITIES

(a) **License Grant**. RLDatix hereby grants to Client a non-transferable, non-exclusive perpetual or subscription license (as so identified on the Order Form) (**"Perpetual License"** or **"Subscription License"**, respectively) for its Authorized Users to (i) under a Perpetual License, install and use the Licensed Materials in accordance with this Agreement, or (ii) under a Subscription License, to remotely access and use the Licensed Material, in each case, subject to the License Threshold limitations set forth in this Agreement and the associated Order Form (including the duration of any Subscription License or renewal thereof) up to the FTE threshold for which the Fee has been paid, solely at the Listed Licensed Location(s) and Unlisted Licensed Locations as specified and defined on the Order Form (as modified by the process in section 2(d)), and provided always that the FTE and live database limits specified and defined on the Order Form are not exceeded (the "**License**"). Client shall ensure that the Licensed Materials are not used at Non-Licensed Locations.
(b) **Limitations**. Any right not specifically granted herein is reserved. Client shall have no right to assign, sublicense, transfer, rent, lease, or distribute the Licensed Materials. No right of ownership or any other exclusive right in any particular manner of configuration, customization or setup of the Software performed by RLDatix is granted to Client. No right is granted to use the Licensed Materials other than in support of Client's own business processes and activities. No right is granted herein to operate the Software in a service bureau, outsourcing business or other manner in which the Software is used to process or manage information other than that generated by Client in the course of Client's own operations. Subject to this section, Client specifically agrees to refrain from any direct or indirect efforts or attempts to reverse engineer the Software or to develop any derivative work thereof of any kind. Subject to this section, except as is necessary to install and operate the Software in a single* live / production environment, and a single backup thereof, and one training / test environment, Client shall enjoy no right of duplication of the Software. *Notwithstanding the previous sentence, under a Perpetual License, Client may install and operate the Software in more than one live / production environment if and only to the extent that the Order Form lists more than one (1) live database. Client shall permit only Authorized Users to access the Software and only for the exclusive purpose of operating the Software in the course of Client's business. Client shall ensure that each Authorized User has and only uses his or her own unique account name and password combination to access the Software. Client shall not permit more than one person to use any one account name and password combination. The Documentation may be reproduced for distribution solely within Client's business as needed for training and support, provided that all copyright and other notices shall also be reproduced intact along with such copies. Client shall not permit any person or entity other than RLDatix to maintain or in any way change or modify the Software or any element thereof. If Client has elected for a Subscription License, Client's right to the use of the Licensed Materials is limited to the duration of the Subscription License (or renewal thereof) for which the Subscription License fee has been paid. Some elements of Third Party Software require the distribution of separate notices, license terms and/or source code, and all Third Party Software is subject to the license terms of such Third Party Software. None of the terms of the Third Party Software licenses diminish or minimize the rights RLDatix is otherwise offering to Client in this Agreement. For each such element of Third Party Software, the applicable licenses, notices or other elements can be found on the distribution media for the Software licensed by this Agreement in the folder named "Third Party Software" and on the RLDatix web site at https://www.rldatix.com/en-uk/Company/Terms-of-Use Nothing in this section 2 (b) shall be construed as removing any right Client may have under European Union Directive 2009/24/EC.
(c) **Authorized Users.** Only Authorized Users are entitled to make use of and access the Licensed Materials, and only then (i) from Listed Licensed Locations and/or Unlisted Licensed Locations as specified and defined on the Order Form (as modified by the process in section 2(d)), using a secure connection to the server hosting the Software for Client and (ii) exclusively to operate the Software in the course of Client's business. As such, Client will ensure that only Authorized Users have access to the Licensed Materials. Client's patients and customers are not, and need not be, Authorized Users to the extent that they submit feedback that ends up in the Software.
(d) **Location Substitution and FTE Limit**. Client may substitute one permitted location for another location, provided that (i) the new location replaces either an original location on the Order Form or one added via this process, and (ii) the FTE number of the new location is the same or smaller than the FTE number at the replaced location, and (iii) Client provides RLDatix with written notice of the change within 90 days of making the substitution (and Client must include in such notice the address and FTE total of both the new and replaced location(s)), and (iv) the Licensed Materials are no longer used at the replaced location. Supplemental License Fees will be applicable where FTE growth and/or new locations (in relation to the Order Form), cannot be accommodated through the process of Location Substitution per this paragraph.
(e) **Hardware and Other Software**. Client shall be solely responsible to obtain and ensure the proper operation of the hardware and software necessary to operate and use the Licensed Materials. The minimum hardware and software requirements are set forth in the proposal and background information on the Software, which may be updated from time to time in conjunction with operating

system transitions. Any costs associated with acquiring, maintaining or using the hardware or any supporting software (such as without limitation operating systems) and/or any connectivity necessary to use or support the Licensed Materials shall be entirely those of Client. In the event that RLDatix is hosting the Software for client or making it available via a cloud based subscription service, the terms of this section 2(e) are not applicable.

(f) Other Responsibilities. Client shall cooperate with RLDatix to permit RLDatix to install, support, troubleshoot or otherwise provide services, as needed to Client. Such cooperation may include but not be limited to the provision of reasonable facilities and access to systems and equipment and the assignment of appropriately skilled and trained personnel to interact with RLDatix representatives, whether through telephone support, in-person service calls or otherwise. Where Client hosts the Software, Client will assist RLDatix in establishing remote access through an Internet-based third-party remote access solution when RLDatix requires access to effectively support the Software. In the event that Client fails to fulfill its responsibilities, RLDatix shall be relieved of the obligation to provide services to Client which are made more difficult or expensive by reason of Client's failure to fulfill Client's responsibilities. RLDatix may, in its sole discretion, offer to continue providing services to Client under such circumstances for an additional charge.

(g) Acceptance. Within three (3) months of delivery of the Licensed Materials (or, as the case may be within three (3) months of making the Licensed Materials available for use or download), Client shall commence testing and evaluation of the Licensed Materials. In the event that there is a substantial non-conformance in the operation of the Software or a substantial defect in the other Licensed Materials during this period, Client shall provide written notice thereof to RLDatix. A substantial non-conformance in the operation of the Software is defined as a Severity Level 1 or Severity Level 2 issue as per the Support Guide. RLDatix shall then have fourteen (14) days to address the non-conformance or defect in accordance with the terms of the Support Guide and to provide Client with a written Notice of Repair, thereafter starting a fourteen (14) day time period for Client to retest and re-evaluate the Licensed Materials. In the event the non-conformance is not cured within this time period, Client, at its sole discretion, can extend the cure period for such non-conformances or terminate the applicable Order Form. The Licensed Materials shall be deemed accepted by Client upon the earliest of (i) Client providing written notice of acceptance, (ii) Client not presenting a notice of non-conformance or defect within the first thirty (30) days after Client places the Software into a production/live environment for go live, (iii) Client not presenting a notice of non-conformance or defect within the first three (3) months after the Licensed Materials is made available to Client for use (or, as the case may be within three (3) months of making the Licensed Materials available for download), or (iv) more than fourteen (14) days passing since RLDatix's last Notice of Repair being provided to Client without a written notice of substantial non-conformity being issued by Client, such date being the "**Acceptance Date**".

3) EFFECTIVE DATE

The License granted herein commences (and the terms and conditions and software license making up this Agreement are adopted by Client) on the Effective Date, which shall be the earlier of (i) the date Client signs the Order Form, (ii) the date by which Client provides a purchase order consistent in all respects with the terms set forth herein, (iii) the date on which RLDatix provides services or software pursuant to this Agreement, (iv) in the case of a Subscription Licenses, the first day of the first license key being operational, or (v) the date on which Client installs, copies or in any way uses the Software.

4) SUPPORT AND MAINTENANCE

(a) Maintenance. Support and maintenance services ("**Maintenance**") will be provided in accordance with the then-current version of the Support Guide. If Client has elected for a Subscription License, Client's Subscription License Fee includes a non-cancellable subscription to Maintenance for the term of the Subscription License or any renewal thereof.

(b) Maintenance Term. Maintenance is available for one (1) year terms. Unless otherwise indicated on the Order Form, the "Initial Term", being the first year of Maintenance, shall commence on the Effective Date of the Agreement, the month and day of which shall become known as the "**Anniversary Date**." The Anniversary Date shall constitute the commencement date of each successive one year maintenance term (each a "**Renewal Term**"). Following the Initial Term (and completion of the Minimum Commitment period if applicable), Maintenance may be renewed for successive one year terms on the Anniversary Date upon payment of the invoice received from RLDatix for such Renewal Term, provided, however, that either party may, by written notice to the other party at least three (3) months prior to the expiration of the Initial Term or any Renewal Term elect to discontinue Maintenance as of the end of the latter of (i) the then-current maintenance term and (ii) the Minimum Commitment. In the absence of a Minimum Commitment Client may also cause the termination of Maintenance by electing not to pay the applicable renewal invoice received from RLDatix by its due date. In the event that Client does not renew its term of Maintenance with RLDatix and later elects to receive Maintenance, Maintenance may be reinstated by RLDatix, at their option, provided that RLDatix is still providing Maintenance on the Software, for a Maintenance fee equal to (i) the fee that Client would have paid had Client retained the Maintenance since termination of Maintenance, prorated for any partial periods, plus (ii) prepayment of Maintenance fees for the following full term, plus (iii) a reactivation fee equal to 10% of the total of (i) and (ii) above. If Client and RLDatix elect to reinstate Maintenance as set forth above, RLDatix shall provide Client with the most recent version of the Software and provide Maintenance as described herein. Maintenance cannot be discontinued nor terminated in accordance with this section 4(b) during the term of a Minimum Commitment.

(c) Minimum Commitment. The payment obligations per this section are only applicable if a Minimum Commitment is specified on the Order Form. In the event Client elects to make an extended commitment to receive Maintenance, hosting services and/or continue with its Subscription License as a part of their order, the duration of that commitment is specified on the Order Form ("Minimum Commitment"), and that commitment will commence concurrent with the Initial Term of Maintenance. If Client cancels its order, fails to pay the specified fees for the duration of the Minimum Commitment in accordance with this section, or this Agreement is otherwise terminated (other than for the failure of the Software to be accepted), Client agrees to immediately pay all outstanding invoices and 100% of all remaining fees otherwise due for the remainder of the

term of the Minimum Commitment. Client's obligation to pay the remaining fees during the term of the Minimum Commitment shall cease if Client has remained current with payments of said fees prior to cessation, and also prior to cessation RLDatix was in an RL Service Breach, as defined in Section 7(f) below.

(d) Enhancements. Unless RLDatix is providing hosting services or making the Licensed Materials available via a cloud based subscription service, RLDatix will periodically group revisions, updates and/or Enhancements into a version or release of the Software that will be sent to Client (or made available for download by Client), together with instructions for the installation thereof. Client will be responsible for installing the new version or release of the Software. At Client's request, RLDatix will install the updated version at RLDatix's then-current rates on a time and materials basis. Client is solely responsible for adding versions and releases of the Software on a timely basis.

(e) Limitation on version. RLDatix will provide Maintenance for only the most current version of the Software and any version released within two (2) calendar years preceding the release of the most current version of the Software, subject only to Client's payment of the applicable Maintenance fees as provided hereunder. RLDatix may, but is not obligated to, offer Maintenance, possibly on a time and materials basis, for older versions of the Software. Such Maintenance on outdated versions of the Software is only available, if at all, to those clients currently receiving Maintenance.

(f) Support Guide. RLDatix reserves the right, as RLDatix shall in its discretion determine, to make an improvement, substitution or modification in the specification of any element or part of the Support Guide provided that such improvement, substitution or modification will not substantially worsen the services received by Client under the Support Guide taken as a whole.

5) FEES

(a) **Amount**. The License Fee for Licensed Materials is based on the number of prospective users and the size of Client's organization. The Fee is identified on the Order Form. Depending on the growth of Client's organization, supplemental license fees ("**Supplemental License Fees**") may be due in the future to permit Client's expanded use of the Licensed Materials.

(b) **When Due**. The Initial Fees are due within 30 days of the invoice date. If Client exceeds the Licensed Thresholds for the Licensed Materials set forth on the Order Form as a result of growth of Client's operations, or for any other reason, Supplemental License Fees may be charged by RLDatix. If applicable, they are due within thirty (30) days of RLDatix invoicing for same.

(c) **Annual Fees**. Where the Anniversary Date coincides with the Effective Date of the Agreement, the Initial Term Maintenance fees, hosting fees and/or Subscription Fees (as applicable) are due within thirty (30) days of RLDatix invoicing for same; otherwise the Initial Term Annual Fees are due prior to commencement of the Initial Term. RLDatix shall inform Client of the Annual Fees not later than forty-five (45) days prior to the start of each Renewal Term, and Client shall pay said fees prior to commencement of each Renewal Term.

6) TRAINING & OTHER SERVICES

(a) Services. Training, implementation, integration and other services shall be supplied by RLDatix as indicated on the Order Form.

(b) Service Terms and Conditions. The parties agree that all services will be supplied in accordance with the relevant RLDatix Statements of Work, current versions of which are available at ttps://www.rldatix.com/en-uk/Company/Terms-of-Use In the event that Client does not materially adhere to the guidelines in these documents, RLDatix reserves the right to either (i) perform the services on a time and materials basis, or (ii) not perform the services, in which case the fee will be adjusted accordingly. Services dates and times which have been agreed to by both parties which are later cancelled or rescheduled at Client's request will result in: (i) Client shall reimburse RLDatix for expenses incurred prior to the cancellation or rescheduling notice being received, and (ii) if RLDatix is notified less than twenty (20) business days before the scheduled date, forfeiture by Client of the service hours which RLDatix is unable to re-book with another client for the same date and time (Client will pay RLDatix for said hours if they haven't already done so). Any Services listed on the associated Order Form must be used by Client prior to the one year anniversary of the Effective Date. Any Services unused by Client as of that time shall expire. Unused services cannot be transferred to other engagements.

(c) Out-of-pocket expenses. Reasonable out-of-pocket expenses incurred by RLDatix in providing training or other services shall be reimbursed by Client. Costs are passed directly to Client without mark-up. RLDatix does not charge for time spent in transit for onsite services.

7) TERMINATION & BREACH

(a) Client shall have the right to terminate this Agreement at any time for convenience, provided the Agreement is not then the current subject of a Minimum Commitment and provided that Client has remained current with payments to RLDatix of applicable fees prior to termination.

(b) If the license is a Subscription License, this Agreement shall terminate in the event that Client does not timely renew the Subscription License by paying the invoice for same before the expiry of the term of the Subscription License.

(c) Client shall have the right to terminate the whole of this Agreement (including any then prevailing Schedule or Addendum) if RLDatix is in an RL Service Breach (as defined in section 7(f) below) and thirty (30) days have elapsed since Client provided to RLDatix written notice of that breach, identifying in detail the nature and particulars of the breach, and such breach has not been cured.

(d) The parties agree that the purpose of the right set forth in 7(c) is to permit Client to escape from an unworkable situation. Thus, if Client chooses not to make use of a right to terminate pursuant to 7(c) within six (6) months of said breach by RLDatix, the parties agree that Client's right to terminate for that breach shall expire.

(e) RLDatix shall have the right to immediately terminate this License upon written notice if (i) Client is in material breach of this Agreement and fails to cure such breach within thirty (30) days of RLDatix providing written notice thereof identifying in detail the nature and particulars of the breach, (ii) Client is in material breach of the limitations on distribution of the Licensed Materials to third parties, in which case there shall be no right of cure; or (iii) {Client has a receiver, administrative receiver,

administrator or manager appointed over the whole or any part of its undertaking or assets or goes into liquidation or enters into any composition or arrangement with its creditors or any similar event occurs under the laws of the country in which Client is constituted.

(f) An "RL Service Breach" is defined as any of the following: (i) RLDatix repeatedly fails to provide Maintenance services which are substantially in accordance with the Support Guide, or (ii) there has been a substantial non-conformance in the operation of the Software, defined as a Severity Level 1 or Severity Level 2 issue as per the Support Guide, which lasts for a minimum of 30 consecutive days (without a workaround being provided by RLDatix), subsequent to RLDatix being properly notified of the issue(s), or (iii) the Software has repeatedly and substantially not performed in accordance with the applicable Documentation and the identified issue(s) have not been resolved in accordance with the Support Guide, or (iv) RLDatix has not made general release updates to the Licensed Materials available to Client in a timeframe consistent with similar releases to other clients.

8) RETURN OR DESTRUCTION OF LICENSED MATERIALS UPON TERMINATION, CONSEQUENCES OF TERMINATION

(a) Upon the termination of this Agreement, Client shall immediately cease to be entitled to use the Licensed Materials and Client shall immediately cease to use the Licensed Materials.

(b) If Client is hosting the Software, then upon termination of this Agreement, Client shall either (i) uninstall and return to RLDatix the original and all copies of the Licensed Materials including partial copies and modifications or (ii) destroy all of the foregoing and provide a notarized certificate executed by one of Client's directors or officers certifying that such destruction has occurred. Upon any termination of this Agreement, Client shall not be entitled to a rebate of any monies paid in advance in respect of Maintenance or hosting services nor to a rebate of any license fee paid in advance in respect of the use of the Software or the Licensed Materials.

9) TITLE

(a) RLDatix shall, at all times, retain full and exclusive right, title, and ownership in and to the Licensed Materials and all intellectual property rights associated therewith, including all derivative works, regardless of their origin, excluding all Third Party Software, which shall remain the property of its provider. Any Modifications to any part of the Licensed Materials, excluding the Third Party Software, will be owned by RLDatix immediately on creation regardless of whether the Modifications were made at the request of Client or not. To the extent Client owns or acquires any right, title, or interest in and to any Modifications, Client hereby assigns to RLDatix all such right, title, and interest in and to such Modifications, including all intellectual property rights therein. RLDatix will own all intellectual property rights in any works created in performing this Agreement or in providing any services.

(b) **Client data**. Client, at all times, shall be and remain the exclusive owner of all data entered into the Software licensed to Client.

10) WARRANTIES AND LIMITATIONS

(a) **General Warranty.** RLDatix warrants it has the right to (i) enter into this Agreement, (ii) grant the licenses offered pursuant this Agreement and grant the right for Client and its Authorized Users to make use of the Third Party Software.

(b) **Limited Warranty**. RLDatix also warrants that the Software and any Enhancements will, for a period of six (6) months from the Effective Date, perform substantially as described in the then-current Documentation. No warranty or assurance is made (i) as to the ability of the Software to satisfy any or all of Client's particular requirements or (ii) that use of the Software will be uninterrupted or error free. The Limited Warranties shall not apply to the extent that (i) Client does not report a nonconformity or defective element of the Software within the Limited Warranty period set forth above, (ii) the Software is not used in accordance with the then-current Documentation, (iii) Client makes any changes to the underlying Software that have not been approved in writing by RLDatix, and/or (iv) the nonconformity is due to the misuse of the Software.

(c) **Remedies**. In the event of written notice of a breach of the Limited Warranty set forth in section 10(b), RLDatix or its representative will undertake all commercially reasonable efforts to correct the nonconformity or repair or replace any defective element of the Licensed Materials. If the breach cannot be so cured, RLDatix will (i) accept the return of the Licensed Materials, (ii) terminate the license granted herein, and (iii) refund the Initial Fees and Maintenance fees paid by Client as of the date such written notice was provided to RLDatix.

(d) DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR TO THE EXTENT REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE LICENSED MATERIALS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY CLIENT, RLDATIX OR ITS REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY ASSURANCE OF SATISFACTION) ARE HEREBY DISCLAIMED, OVERRIDDEN, AND EXCLUDED. ANY PROMISE, COMMITMENT OR ASSURANCE OF ERROR FREE OR UNINTERRUPTED USE OF THE LICENSED MATERIALS IS ALSO HEREBY DISCLAIMED.

11) INDEMNIFICATION

(a) **Intellectual Property Indemnification**. If an action is brought against Client claiming that any part of the Licensed Materials infringes a patent, trade secret or copyright, RLDatix will defend, indemnify, protect and hold harmless Client (along with its shareholders, directors, officers and employees), from such claim or action, but only if (i) Client notifies RLDatix promptly upon learning that the claim has been or might be asserted, (ii) RLDatix has sole control over the defense of the claim and any negotiation for its settlement or compromise, (iii) Client takes no action in the litigation or in the face of litigation that undermines any defense available to Client or RLDatix and (iv) in any such circumstances, Client shall act at all times to mitigate its losses.

(b) **Alternative Remedy**. If a claim described in the preceding paragraph may be or has been asserted, Client will permit RLDatix, at RLDatix's sole option and expense, to (i) procure the right to continue using the Licensed Materials, (ii) replace or modify the Licensed Materials to eliminate the infringement while providing functionally equivalent performance, or (iii) cancel this Agreement and call for the return of the Licensed Materials, and (iv) in the case of a Perpetual License (contingent on the return of the Licensed Materials), refund a prorated portion of the Initial Fees based on a five year, straight line depreciation for the period thereof during which Client was or is unable to use the Licensed Materials.

(c) **Limitation**. RLDatix shall have no indemnity or liability obligation to Client under this section 11 if any intellectual property infringement claim results from (i) a correction or modification of the Licensed Materials not provided by RLDatix or approved by RLDatix in writing, (ii) if Client hosts the Software, the failure to promptly install an Enhancement or new release, if installation of such Enhancement or new release would have avoided the infringement, or (iii) the combination of the Licensed Materials or any element thereof used in combination with materials provided by others, if the resulting combination creates the claim of infringement, whereas the separate use of the Licensed Materials or any element thereof would not give rise to such a claim.

(d) **Liability of RLDatix.** Client shall be fully liable to RLDatix for all claims and actions arising out of Client's use or misuse of the Licensed Materials, without limitation.

12) LIMITATION OF LIABILITY

(a) **Subject to section 10 above and to the maximum extent permissible in law all conditions and warranties which are to be implied by statute or otherwise by general law into this Agreement or relating to the Licensed Materials or the services provided by RLDatix are hereby excluded to the maximum extent permitted in law.**

(b) **RLDatix's charges to Client are determined on the basis of the exclusions from and limitations of liability contained in this Agreement. Client expressly agrees that these exclusions and limitations are reasonable because of (amongst other matters) the possibility that the amount of damages awardable to Client for a breach by RLDatix of this Agreement may be disproportionately greater than the price of the Software. RLDatix is willing to consider arranging for additional insurance cover to enable RLDatix to take on the burden of additional liability to Client provided that Client pays RLDatix a commensurately higher price. If Client wishes RLDatix to obtain a quotation for such additional insurance cover Client shall notify RLDatix accordingly prior to this Agreement being entered into.**

(c) **The following provisions in this section 12 set out RLDatix's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to Client in respect of:**

    a. **a breach of RLDatix's contractual obligations;**

    b. **a tortious act or omission for which RLDatix is liable;**

    c. **an action arising out of a misrepresentation made by or on behalf of RLDatix,**

arising in connection with the performance or contemplated performance of this Software or out of an act done or omission made as a consequence of the entry into by RLDatix of this Agreement.

(d) **The total liability which RLDatix shall owe to Client and in respect of all claims shall not exceed the higher of (i) the Specified Monies, (ii) the sum of two hundred and fifty thousand pounds (£250,000), and (iii) in the case of action brought against Client which is covered by the indemnity contained in section 11(a), five hundred thousand pounds (£500,000). In this section 12(d) "Specified Monies" means the total monies payable by Client pursuant to this Agreement for the twelve (12) month period commencing on the date on which this Agreement is entered into.**

(e) **RLDatix shall in no circumstances be liable to Client for any economic loss, loss of profit, loss of use of trade marks, loss of business and like consequential loss.**

(f) **RLDatix shall in no circumstances be liable to Client for any indirect loss.**

(g) **RLDatix shall in no circumstances (whether before or after termination of this Agreement) be liable to Client for any loss of or corruption to data or programs held or used by or on behalf of Client and Client shall at all times keep adequate back-up copies of the data and programs held or used by or on behalf of Client.**

(h) **Client acknowledges that the Software has not been designed for use in circumstances where its failure could cause severe loss and accordingly Client (i) will not use the Software or cause the Software to be used, or (ii) will at a minimum undertake a risk analysis assessment (for the purpose of minimizing their risk) of:**

    a. **the whole or a part of the Software; or**

    b. **the processes and products in association with which the whole or a part of the Software is used**

including without limitation where the Software is to be used in the following industries: medical; transport; control, processing or utilisation of nuclear products.

(i) **The exclusions from and limitations of liability referred to in this section 12 do not apply so as to exclude or limit RLDatix's liability to Client for:**

    a. **death or personal injury resulting from the negligence of RLDatix, its employees, agents or sub-contractors;**

    b. **breach of RLDatix's implied undertaking (if any) as to title to the Software or the warranty (if any) as to quiet possession implied by law or statute**

    c. **damage for which RLDatix is liable to Client under part I of the Consumer Protection Act 1987 where Client acts as a consumer pursuant to that Act; or**

    d. **fraud,**

save that nothing in this section 12 shall confer a right or remedy upon Client to which Client would not otherwise be entitled.

(j) **The exclusions from and limitations of liability set out in this section 12 shall be considered severable. The invalidity or unenforceability of any one part of this section 12 shall not affect the validity or enforceability of any other part of this section 12.**

(k) **The provisions of this section 12 shall survive the termination of this Agreement. `**

13) CONFIDENTIALITY

(a) RLDatix Proprietary Information. RLDatix retains for itself ownership and all rights to all information and data related in any manner to the Licensed Materials and their various elements (including, but not limited to routines, sub-routines, formulae, source code, algorithms and know-how) together with this Agreement and its terms, RLDatix's Order Form, proposal and RFP/RFQ response to Client, along with any RLDatix financial matters, technical, security and accounting data or other proprietary or confidential information provided by RLDatix to Client (the "RLDatix Proprietary Information"), and Client, its agents, servants, employees, representatives and independent contractors shall retain in strict confidence, the RLDatix Proprietary Information and shall not make use of, disclose or allow to be disclosed the RLDatix Proprietary Information, except in accordance with the terms of this Agreement. In the event Client is called upon to turn over RLDatix Proprietary Information in response to a request for public records, Client shall immediately notify RLDatix of the request and work with RLDatix to exercise all defenses available to protect RLDatix. Client will ensure that all outside consultants who access or make use of any part of RLDatix Proprietary Information execute a confidentiality agreement protecting the RLDatix Proprietary Information and shall inform such outside consultants that all such information is confidential and shall not be disclosed or used except as is necessary to assist Client in using the Licensed Materials.

(b) Client Proprietary Information. Client retains for itself ownership and, subject to the license granted to RLDatix in section 9(b) of this Agreement, all rights to all information and data related in any manner to financial matters, technical or accounting data or confidential information, patients' or clients' names, addresses or health records or any other information in any manner related to Client's patients or clients, or any programs or documentation in any form or format not part of the RLDatix Proprietary Information (collectively the "Client Proprietary Information"), and RLDatix, its agents, servants, employees, representatives and independent contractors shall retain in strict confidence, Client Proprietary Information and shall not make use of, disclose or allow to be disclosed Client Proprietary Information, except in accordance with the terms of, or in connection with the performance of RLDatix under, this Agreement. RLDatix will ensure that all outside consultants who access or make use of any part of Client Proprietary Information execute a confidentiality agreement (and, where appropriate a HIPAA Business Associate Agreement) protecting Client Proprietary Information and shall inform such outside consultants that all such information is confidential and shall not be disclosed or used except as is necessary to carry on business with RLDatix in service to Client.

(c) Precautions. Both RLDatix and Client shall take reasonable precautions, at least to the same extent that they each protect their own similar confidential information, to ensure the security and confidentiality of the other party's Proprietary Information or materials related to the performance of their respective obligations under this Agreement both during and after the termination of this Agreement. Neither party will use or disclose Proprietary Information of the other party for any purpose without the other party's express written consent, other than (i) as may be reasonably necessary for the performance of its duties pursuant to this Agreement, (ii) as required to satisfy a court order (with reasonable notice to the other party whenever possible) and (iii) to its employees, authorized agents, subcontractors, legal counsel, accountants, banks and other financing sources and their professional advisors on a "need-to-know" basis and under an obligation of confidentiality no less stringent than the provisions contained in this Agreement.

(d) Exclusions from Confidentiality. The provisions of this section 13 shall not apply to Proprietary Information of a disclosing party: (i) if the receiving party can prove that it was in its possession or knowledge prior to the execution of this Agreement, (ii) to the extent the disclosure is required by the receiving party to either defend any action or claim made against it or to compel performance or seek any other remedy relating to the performance of this Agreement, (iii) to the extent that the receiving party can prove that such Proprietary Information of such party is in the public domain through no act or omission of the receiving party, or (iv) if the receiving party has rightfully obtained such Proprietary Information of such party in good faith from third parties without obligations of confidence.

14) COMPLIANCE WITH PRIVACY PROVISIONS

(a) **Definitions** In this section 14:
 a. **"DPA"** means the Data Protection Act 1998, the General Data Protection Regulation or any replacement legislation; and
 b. **"Personal Data"** means personal data, as defined in the DPA, about Client's employees, users and patients provided or made available to RLDatix by Client in connection with RLDatix's provision of the Licensed Materials and the services pursuant to the Agreement; and
 c. **"Data Controller"** and **"Data Processor"** shall have the meanings ascribed to them by the DPA.

(b) **General**
 a. Unless authorised in the Agreement or otherwise by Client, RLDatix shall not use or disclose any Personal Data for any purpose save that (i) RLDatix may use the Personal Data as reasonably necessary to provide or assist in the provision of the Services and to exercise any rights granted to it under the Agreement and (ii) RLDatix may disclose the Personal Data as required by applicable law and (iii) RLDatix may analyse and store the Personal Data for statistical purposes using pseudonymisation.
 b. Each Party agrees to comply with the provisions of the DPA in relation to the collection, exchange and processing of the Personal Data pursuant to this Agreement. Each party shall take appropriate measures in accordance with the provisions of the DPA to protect against the unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to the Personal Data.
 c. Notwithstanding anything to the contrary in the Agreement, Client acknowledges and agrees that RLDatix's obligations and Client's rights under the Agreement shall not apply to any Personal Data that is required by applicable law, rule, order, or regulation, or any government request, to be retained, disposed of, or disclosed in accordance with a lawful governmental or judicial demand.
 d. Client shall remain the Data Controller of the Personal Data of Client and Users processed by RLDatix. RLDatix shall be the data processor of such Personal Data.

(c) **Data Security and Records Retention.** RLDatix shall use appropriate commercially reasonable administrative, technical, and physical safeguards to protect the security and confidentiality of the Personal Data. Personal Data shall not be retained by RLDatix beyond the expiration or termination of the Agreement, except to the extent necessary for RLDatix to fulfill its obligations under the Agreement or as required by any applicable laws, rules, or regulations, whichever is longer: and in any event only in accordance with RLDatix's own obligations under the DPA.

(d) **Data Security Breach.** In the event there is any unauthorised or unlawful access to or use of Personal Data that is required to be notified by RLDatix under the DPA (or which is required to be notified by Client under the DPA) (a "Security Incident"), RLDatix shall as soon as reasonably possible notify Client of the Security Incident, subject to applicable confidentiality obligations and to the extent required by the DPA. In the event of a Security Incident, RLDatix and Client shall cooperate in good faith to resolve any data privacy or security issues involving Personal Data.

15) MISCELLANEOUS PROVISIONS

(a) Entire Agreement. This Agreement, the Order Form, the Terms of Use Addendum (where applicable), the Hosting Addendum (where applicable), the Service Level Agreement (where applicable), and any other document expressly referred to in the body of this Agreement or Order Form (for example but without limitation the Support Guide) constitutes the entire agreement between the parties relating to any and all software or services acquired by Client from RLDatix, and supersedes all prior agreements, understandings and representations as to the subject matter set forth in this Agreement. The terms of this Agreement can only be varied by a written agreement signed by both RLDatix and Client or an updated version of this Agreement being presented by RLDatix and accepted by Client. The headings in the Agreement are provided for convenience only and shall not affect the construction of this Agreement. In the event of a conflict between the terms of this Agreement and any other document forming part of the Agreement (including, but not limited to, the Order Form, the Terms of Use Addendum (where applicable), the Hosting Addendum (where applicable) and the Service Level Agreement), the order of precedence shall be the Order Form, the Terms of Use Addendum (only if signed by both parties), the Hosting Addendum, this Agreement, the Service Level Agreement, the Support Guide. In the case of any other document, unless the other document is signed by both parties and makes specific reference to this Agreement and identifies by section or paragraph number the specific elements of this Agreement in respect of which the other document is to take precedence, it shall have no bearing. The parties agree that where a future version of this Agreement is presented to and accepted by Client, that future version shall automatically apply in substitution for this Agreement. No general statement that another document takes precedence shall apply. This Agreement shall always apply to the exclusion of any terms and conditions contained in or referred to in Client's purchase order or any other document submitted by Client, and any terms on Client's purchase order or other document submitted by Client are hereby expressly rejected. This Agreement also applies to any services or work RLDatix does for Client without any other written agreement. The parties acknowledge that in entering into this Agreement they have not relied upon any representations other than those reduced to writing in this Agreement. The provisions of this section 15(a) shall not apply to any fraudulent misrepresentation.

(b) Incompatibility with Law; Severability. In the event that a law, regulation or ordinance prevents a party from agreeing to one or more terms of this Agreement or in the event that any of the terms of this Agreement become or are declared to be invalid or unenforceable, then this Agreement will be deemed to be amended to reflect the limit of what is permitted by the law, regulation or ordinance.

(c) Notices. Any notice provided for or permitted under this Agreement will be treated as having been given (a) when delivered personally or sent by confirmed facsimile transmission, on the next business day after the day on which it is sent, (b) when sent by commercial overnight courier with written verification of receipt, on the next business day after its delivery to the courier during normal business hours, or (c) when mailed postage prepaid by certified or registered mail, return receipt requested, on the fifth business day after its date of posting. Any notices required or permitted to be given shall be in writing and addressed to the other party at the address listed on the Order Form, or such replacement address as may be supplied from time to time.

(d) Waiver. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

(e) Dispute Resolution. In the event of any dispute relating to this Agreement, the parties will endeavor to resolve such dispute by conducting a minimum of two (2) discussions between senior executives of each party having authority to settle such dispute. If such discussions do not result in a resolution of the dispute, such dispute will be referred to mediation before a mediator agreed to by both parties. If the dispute remains unresolved thirty (30) or more days after the first request for mediation by either party, this provision will be deemed satisfied and either party may resort to litigation. In the event that satisfying the requirements of this section 15(e) would cause the expiration of a statute of limitations, the aggrieved party may commence suit provided that the filing party causes an order to be entered staying the action until this section is satisfied.

(f) Time Limitation on Claims. Any claim that one party to this Agreement wishes to assert against the other which arises out of this Agreement must be the subject of a demand letter calling for the process in section 15(e) above to commence within twenty four (24) months of the time the party became (or ought reasonably to have become) aware of its right to bring the claim.

(g) Liability and Costs. Client shall be fully liable to RLDatix for any claim, action, damage, loss, liability or cost (including proper legal costs) which RLDatix may incur arising out of any breach by Client of the Agreement or any negligence or wrongful act or omission by Client. Client must pay RLDatix all its proper costs incurred in the recovery of monies owing by Client or in otherwise enforcing RLDatix's rights against Client under the Agreement

(h) .**Applicable law**. The formation, construction, performance, validity and all aspects whatsoever of this Agreement shall be governed by English Law and subject to the provisions of section 15(e), the parties hereby submit to the non-exclusive jurisdiction of the English courts.

(i) No Agency. Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

(j) Migration. In the event of a termination by either party, or if RLDatix ceases to support the Software, or Client desires to transition its data to another system, RLDatix will work in good faith to assist Client to transfer the data out of the system(s) tables to an industry accepted format, at RLDatix's then prevailing time and materials charge.

(k) Software Delivery. In cases where RLDatix is not hosting the Software, all Licensed Materials will be delivered electronically and/or shipped on memory device(s), FOB Origin, RLDatix or made

available for downloading by RLDatix. Any Client shipping terms that indicate shipments are effective upon arrival at Client's location are refused and superseded.

(l)   Force Majeure. Neither party shall be liable to the other for any delay or default in performing hereunder if such delay or default is caused by conditions beyond that party's reasonable control, including, but not limited to acts of God, governmental restrictions, wars, insurrection, terrorism, natural disasters and the failure of telecommunications links under the control of others. Both parties shall promptly resume performance once the force majeure event has passed.

(m) Audit Rights. Client shall maintain accurate books and records relating to the Licensed Materials, including but not limited to the use made thereof by Client in comparison to the License Thresholds and limitations on the Order Form. Wherever possible, such books and records shall be in a form to permit remote access and review. RLDatix may, at its sole cost and expense, conduct an audit of Client's books and records relating to the Licensed Materials during normal business hours, with reasonable advanced notice and no more frequently than annually, and subject to any reasonable requirements of Client in respect of confidentiality. In the event that an audit reveals that Client's use of the Licensed Materials is in excess of any License Thresholds at any time, Client shall immediately tender the necessary Supplemental License Fees, and should the audit reveal that Client's use was more than 5% in excess of any License Threshold at any time, Client shall reimburse RLDatix for the proper costs of the audit.

(n)   Effect of Termination. Any provision of any document forming part of this Agreement, that by its nature must survive the termination of the Agreement to have its full effect, shall survive termination, including, without limitation, confidentiality obligations, indemnification obligations, limitations of liability. The termination of this Agreement shall be without prejudice to the rights and duties of either party accrued prior to termination.

(o)   Assignment. Client shall not assign this Agreement or the rights and benefits conferred herein without the express written consent of RLDatix, except that Client may assign the Agreement in its entirety in the event of the acquisition of all or a majority of the assets of Client by a similar business entity, in which case no written consent shall be required in the event of an assignment to the acquirer. RLDatix may acting reasonably assign this Agreement in whole or in part as it sees fit. RLDatix shall be free to sub-contract any of its rights and obligations under this Agreement as it in its discretion sees fit. Subject to the limitations of liability set out in section 12, RLDatix shall be liable to Client for the acts and omissions of its sub-contractors.

(p)   Instructions. RLDatix will assume that Client's employees, directors and officers who give RLDatix operational and implementation instructions related to the Software are authorized to do so.

(q)   Non-competition. This Agreement shall not preclude RLDatix from providing Software or services of a similar nature to any person, entity or enterprise which conducts a business competitive to Client's business.

(r)   Costs. To the extent this Agreement does not specify, each party must pay its own costs and expenses in performing its obligations under the Agreement.

(s)   Attorney Fees. Client must pay RLDatix all its costs (on a lawyer/client basis) incurred in the recovery of monies owing by Client or in otherwise enforcing RLDatix's rights against Client under the Agreement.

(t)   Currency. All charges are in Pounds Sterling unless indicated otherwise on the Order Form.

(u)   Payments. Payments will be made in full and Client may not deduct from the price any set off, counterclaim or other sum unless RLDatix agrees in writing. If Client selects a payment method that causes RLDatix to incur charges, fees or expenses, Client agrees to the enlargement of the payment or charge (as the case may be) in order to fully offset the expense incurred by RLDatix.

(v)   Interest and Invoices. RLDatix reserves the right to charge Client simple interest on any undisputed sums, fees or other charges payable pursuant to this Agreement which are not paid on the due date and such interest may be charged (as well after as before a judgment) at the rate of two and a half per cent (2½%) per annum above the base rate of National Westminster Bank plc from time to time subsisting: such interest to accrue on a daily basis. Unless otherwise specified herein, all undisputed sums are due within 30 days of being invoiced.

(w)   Taxes. In addition to all charges specified in this Agreement, Client shall pay or reimburse RLDatix for all federal, state, local and other taxes, other than those on the income of RLDatix, including but not limited to sales, use and privilege taxes, Value Added Tax or any amount levied in lieu thereof. In the event that Client is tax exempt, Client must supply a copy of the tax-exempt certificate to RLDatix.

(x)   Wherever the word "including" occurs in this Agreement it shall be read as "including without limitation".

(y)   A third party who is not a party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement but this shall not affect any right or remedy of any third party which exists or is available apart from that Act.

(z)   In this Agreement where the context so admits and requires the same the use of the plural shall include the singular and the use of the singular shall include the plural. In this Agreement references to the masculine, feminine or neuter genders shall include each and every gender.