

MATRIX GEMINI SOFTWARE LICENCE AGREEMENT

1 DEFINITIONS

In this agreement the following expressions shall have the following meanings:

- 1.1 "Intellectual Property Rights" means all vested, contingent and future intellectual property rights including but not limited to copyright, trade marks, design rights, trade names, patents, know-how, trade secrets, database rights or any similar right exercisable in any part of the world including any application for the registration of any patents or registered designs or similar registrable rights in any part of the world;
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- 1.6 "The Program Documentation" means the user instructions, operating manuals and all appropriate documentation supplied by the Licensor to enable the proper operation and functionality of The Software;
- 1.7 "The Program Materials" means the Software Programs, the Program Documentation and the Media;
- 1.8 "The Site" means the premises specified by the Licensee where the Licensor is to install and/or deliver the Program Materials;
- 1.9 "The Software" means the version of Matrix Gemini installed with this installation and any other software installed in the same process.

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4.2.1 keep the Program Materials and all copies under the Licensee's effective control and to maintain adequate security measures to protect the Program Materials from access or use by any unauthorised person;

4.2.2 ensure that, prior to the use of the Program Materials by its employees or agents, that all such parties are notified of the terms of this agreement;

4.2.3 maintain an accurate and up-to-date record of all copies of the Program Materials and shall produce such record to the Licensor on request from time to time.

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The Program Materials and all Intellectual Property Rights of whatever nature in the Program Materials are, and shall remain, the property of the Licensor and the Licensee agrees to immediately notify the Licensor if it becomes aware of any infringement or any unauthorised use of the Program Materials by any person.

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6.1 The Licensor agrees to indemnify the Licensee against all actions, claims, proceedings, damages, costs and expenses arising from any actual or alleged infringement of Intellectual Property Rights arising from the Licensee's use of the Program Materials anywhere in the world provided such use is in accordance with the terms of this agreement and that the Licensee promptly notifies the Licensor in writing of any such allegation.

6.2 At the Licensor's request and expense, the Licensee shall permit the Licensor to conduct all negotiations and litigation. The Licensee shall give all reasonable assistance and the Licensor shall pay the Licensee's costs and expenses so incurred.

- 6.3 The Licensor may, at its expense, modify or replace the Program Materials to avoid any alleged or actual infringement and any modification or replacement must not affect the performance of the Program Materials.
- 6.4 This indemnity shall not apply to infringements arising directly from the combination of the Program Materials with other items not supplied by the Licensor.

7 WARRANTIES

- 7.1 Subject to the limitations and exclusions of liability set out below, the Licensor warrants that for a period of 90 days from the Acceptance Date ("the Warranty Period") The Software will perform in accordance with the Specification and the Program Documentation will provide adequate instructions to allow the Licensee to make proper use of The Software.
- 7.2 The Licensor warrants that it shall use and adopt only good quality materials, techniques and standards in performing its obligations under this agreement with the standards of care, skill and diligence required of good computing practice.
- 7.3 The Licensor warrants that itself, its employees and agents shall take all reasonable precautions to ensure that the Software Programs are free from all viruses that could have been detected by using the latest (at the date of despatch) commercially available virus detection software.
- 7.4 If within the Warranty Period the Licensor receives written notice from the Licensee of any breach of the warranties given in clause 7.1 then the Licensor shall at its own expense remedy the defect in question.
- 7.5 The Licensor shall not be liable under the warranties given in clause 7.1 above if The Software fails to conform to the said warranty because of any corruption, abuse or incorrect use of The Software (including use of The Software with equipment or other software which is incompatible) or because of any unauthorised variation or modification to The Software.
- 7.6 All other guarantees, representations and warranties of any kind, whether express or implied, including, without limitation, the implied warranties of satisfactory quality, merchantability and fitness for a particular purpose or ability to achieve a particular result are hereby excluded, so far as such exclusion or disclaimer is permitted under the applicable law.
- 7.7 The Licensor does not warrant that the operation of The Software will be uninterrupted or error free and the Licensee acknowledges and agrees that the existence of such errors shall not constitute a breach of this agreement.

8 INDEMNITY

Without prejudice to any other rights or remedies available to the Licensee, the Licensor shall indemnify the Licensee for personal injury or death, and against all loss of or damage to any tangible Licensee property, caused by the negligence of the Licensor or its employees or agents in relation to the performance of their duties under this agreement.

9 LIMITATION OF LIABILITY

In no event shall the Licensor be liable for any damages, including loss of business, loss of opportunity, loss of data, loss of profits or for any other indirect or consequential loss or damage whatsoever that is an indirect or secondary consequence of any act or omission of the Licensor whether such damages were reasonably foreseeable or actually foreseen.

Matrix Gemini API:

Autoscribe Limited accepts no liability in respect of:

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- any loss of income, business or profits (whether direct or indirect) arising out of the use or inability to use the Matrix Gemini API
- any loss or damage which may be incurred by you as a result of:
 - (i) any disruptions or delays in any communication when using the Matrix Gemini API
 - (ii) the suspension or termination of this agreement by you or by Autoscribe for any reason
 - (iii) the release or the decision not to release new versions of the Matrix Gemini API to you.

The limitations on Autoscribe's liability to you in the above paragraph shall apply whether or not Autoscribe or the Autoscribe staff have been advised of the possibility of such losses or damages arising.

10 INSURANCE

During the term of this agreement the Licensor shall at its own expense maintain such insurances as required by any applicable law and as appropriate in respect of its obligations under this agreement with an insurance company of repute. Such insurances shall include third party liability insurance with an indemnity limit of not less than £2,000,000 for each and every claim. The Licensor shall on request supply copies of the relevant certificates of insurance to the Licensee as evidence that such policies remain in force.

11 CONFIDENTIALITY

- 11.1 Either party receiving information ("the Recipient") from the other marked "confidential" or which may reasonably be supposed to be confidential, including, without limitation, information contained in the Program Materials, the Specification and other information supplied by the Licensee or Licensor, shall not without the other's prior written consent use such information except for the purposes of this agreement or disclose such information to any person other than to their own employees or agents who have a need to know.
- 11.2 Clause 11.1 shall not apply to information that is lawfully known to the Recipient at the time of disclosure or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is ordered to be disclosed to a regulatory body or a court of competent jurisdiction.
- 11.3 The Recipient shall ensure that any person referred to in clause 11.1 is bound by similar confidentiality terms to those in this clause 11.
- 11.4 The confidentiality terms in this clause 11 shall remain in full force and effect during the term of this agreement and upon the termination of the License or this agreement.

12 TERMINATION

- 12.1 If the Licensee commits a material breach or persistent breaches of this agreement, and in the case of a breach which is capable of being remedied, fails to remedy the breach within 14 days of written notice from the Licensor to do so, then the Licensor may terminate the License forthwith on giving written notice to the Licensee.
- 12.2 Upon termination of the License the Licensee shall return the Program Materials and any copies to the Licensor or, if requested by the Licensor, shall destroy the same,

provided that the Licensee may extract and store any Licensee data upon a separate media.

- 12.4 Any termination of the Licence or this agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in this agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

13 FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure to perform any of its obligations under this agreement if the delay or failure results from events or circumstances outside its reasonable control, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party in writing of the nature and extent of such events.

14 ASSIGNMENT

This agreement is personal to the parties and neither this agreement nor any rights, licenses or obligations under it may be assigned by either party without the prior written approval of the other party.

15 WAIVER

Failure or neglect by either party to exercise any of its rights or remedies under this agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this agreement nor prejudice that party's right to take subsequent action.

16 SEVERANCE

If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

17 NOTICES

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the most recent email address, fax number or address notified to the other party, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

18 ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

19 GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.