

This XdsObjects Deployment Agreement ("Agreement") is entered into by and between

Medical Connections Ltd, registered address
The Old Pharmacy
Monksland Rd
Scurlage
Swansea SA3 1AY UK, ("Licensor"),

and

of

("Licensee").

1) Definitions.

- a) "Component" shall mean
 - i) Licensor's XdsObjects software,
and/or
 - ii) Any updated or upgraded version thereof developed by Licensor which is made available to Licensee under this Agreement.
- b) All references in this Agreement to the "purchase" or "sale" of software shall mean, with respect to all parts of such software which are covered by intellectual property rights owned by Licensor or its licensors, the acquiring or granting, respectively, of a licence to use such parts, and to exercise any other rights pertaining to such parts which are expressly set forth herein.
- c) "Product" shall mean a software application published by Licensee, and which incorporates the Component.
- d) "End-User" shall mean a person or entity, other than Licensee, to whom Licensee provides one or more Products.
- e) "Desktop Product" shall mean a Product which provides services to a single user who is sited at the computer on which the Product is installed.
- f) "Server Product" shall mean any Product which provides services on-demand to remote applications.
- g) "Web Product" shall mean a Product otherwise conforming to the above definition of a Desktop Product, which runs entirely within a web browser, such that the only instantiations of the Component are made within the browser environment under the control of a remote web server.
- h) "Deployment" shall mean the granting of permission by Licensor to an End-User to install one or more copies of a Product, including the granting of permission to install additional copies. The existence of a Deployment does not depend on payment being made by the End-User to Licensee. This definition shall include other derivations of the word "Deploy".

2) License Grant.

- i) Subject to the terms, conditions, and restrictions of this Agreement, Licensor hereby grants to Licensee a world-wide, nonexclusive licence, without rights to sub licence, to use the Component, as a constituent part of one or more Products.

3) Licensee Obligations.

- a) Licensee shall inform Licensor of the number and type of any Deployments within fourteen (14) days of the Deployments, following which Licensor shall issue invoices for the Deployment fees, as defined in the attached Schedule.
- b) Licensee shall make payments within thirty (30) days of the invoice date..
- c) Payment shall be in the form defined in the attached Schedule.
- d) Notification of Deployments must include the name and address of the End-User, but this information will be held in strict confidence and only used, if necessary, to allow Licensor to audit the number of Deployments made, or in accordance with clause e) below.

- e) Where payment by Licensee is not made within the time limit as specified in clause b) above, and no payment other arrangements have been made, Licensor has the right to revoke the licenses for which payment has not been made, and may instruct the End-User to cease all use of the Product.
- 4) Additional Licensee Obligations.
- a) Use of Component by Licensee
Licensee shall use the Component only as part of the development, testing and marketing of one or more Products. Use for other purposes is not permitted without purchase of appropriate numbers of End-User licences, under a separate agreement.
 - b) Notification of Problems
Licensee shall provide Licensor with reasonably prompt written notification of any comments or complaints about the Component that are made by End-Users, and of any problems with the Component or its use that Licensee becomes aware of. Such written notification shall be the property of Licensor. Licensor shall reasonably promptly inform Licensee of Licensor's evaluation and proposed resolution (if applicable) of such comments and complaints.
- 5) Delivery of the Component.
- i) A copy of the Component, without time limit or other deliberate encumbrances, shall be delivered to Licensee by e-mail once this agreement has become valid. Delivery by other means shall be subject to Licensor's current charge, plus shipping and handling.
- 6) Updates.
- a) Right to Receive Updates.
During such time as Licensee is in compliance with the terms and conditions of this Agreement, Licensee shall have the right to receive all error corrections, updates, upgrades and new releases of the Component which Licensor makes generally available.
 - b) Licensee Update Obligation.
At any given time, Licensee shall use reasonable efforts to utilise only the most recently updated or upgraded version of the Component in new Deployments.
 - c) Distribution of upgrades and updates to End-Users
Incorporation of upgraded or updated versions of the Component into previously Deployed Products shall be subject to an upgrade fee, appropriate to the category of Product into which the newly upgraded or updated version is being incorporated, as defined in the attached schedule. This upgrade fee shall not however apply:
 - i) to Products Deployed within the year immediately preceding the release of the upgraded version of the Component
 - ii) to Products in respect of which a payment for an upgraded or updated component has been made within the year immediately preceding the release of the newly upgraded version of the Component
 - iii) where Licensor issues an upgraded or updated versions of the Component, designated by Licensor as being solely to rectify deficiencies identified in the version already incorporated in the Product
- 7) Ownership and Source Code.
- a) Licensor Rights.
Subject only to the limited rights and licences expressly granted to Licensee in this Agreement, Licensor and its licensors shall retain all of their intellectual property rights in the Component
 - b) No Rights to Source Code.
In particular, Licensee shall have no rights with respect to any Component source code and Licensee agrees not to reverse assemble, decompile, or otherwise attempt to derive such source code from units of the Component provided to Licensee under this Agreement.
- 8) Notices.
- a) Licensee shall not remove any of Licensor's
 - i) copyright or other proprietary notices, or
 - ii) trademarks, trade names or other marks contained on or in the Component.

- b) Licensee shall have no right, title or interest in the Trademarks. At no time during or after the term of this Agreement shall Licensee challenge or assist others to challenge the Trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to the Trademarks. Licensee shall comply with any requirements concerning the Trademarks contained in any agreements between Licensor and Licensor's licensors.
- 9) Disclaimer of Warranty.
- i) THE COMPONENT IS PROVIDED "AS IS". LICENSOR PROVIDES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE COMPONENT AND RELATED DOCUMENTATION.
- 10) Support.
- a) Licensor shall provide technical support to Licensee for the duration of this agreement, but shall not normally provide technical support directly to End-Users, who must be directed to pass enquiries to Licensee.
 - b) Where necessary, Licensor may, at its sole discretion, request direct communication with an End-User, and Licensor shall make reasonable efforts to assist such communication.
- 11) Interoperability
- i) Licensor will use reasonable endeavours to ensure conformance of the Component to relevant standards, but cannot control all circumstances under which it will be used, and cannot guarantee interoperability with all other equipment
- 12) Term and Termination.
- a) Term.
This Agreement shall become effective on the date on which it is signed by the parties (the "Effective Date"), and shall continue in effect thereafter until terminated pursuant to this Section 12).
 - b) Default.
If either party defaults in the performance of any of its material obligations hereunder and if such default is not corrected within thirty (30) days after written notice thereof by the other party, then the nondefaulting party, at its option, may, in addition to any other remedies it may have, terminate this Agreement by giving written notice of termination to the defaulting party.
 - c) Insolvency.
This Agreement may be terminated by either party, on notice,
 - i) if the other party becomes insolvent,
 - ii) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings,
 - iii) upon the institution of such proceedings against the other party, which are not resolved in such other party's favour within sixty (60) days thereafter,
 - iv) upon the other party's making a general assignment for the benefit of creditors, or
 - v) upon the other party's dissolution or ceasing to conduct business in the normal course.
 - d) Survival.
Except as otherwise set forth herein, the parties' rights and obligations pursuant to Sections 7), 9), 13) and 14) shall survive any termination of this Agreement. Promptly after termination, Licensee shall destroy all copies of the Component, or portions thereof, in Licensee's possession.
- 13) Limitation of Liability.
- a) THE COMPONENT FORMS ONLY A PART OF PRODUCTS OVER WHICH LICENSOR CAN HAVE NO DIRECT CONTROL. IT IS THEREFORE THE RESPONSIBILITY OF LICENSEE TO ENSURE THAT PRODUCTS FUNCTION CORRECTLY, AND NO LIABILITY IS ACCEPTED BY LICENSOR FOR ANY UNTOWARD CONSEQUENCES, WHETHER DIRECT OR INDIRECT, ARISING OUT OF THE USE OF THE COMPONENT.

- b) LICENSOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE CORRECT FUNCTIONING OF PRODUCTS INCORPORATING THE COMPONENT, AND SHALL INDEMNIFY LICENSEE AGAINST ANY ACTIONS BROUGHT BY END-USERS OR OTHERS IN RESPECT OF THEIR USE OF PRODUCTS.
- c) IN NO EVENT SHALL LICENSOR'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL PAYMENTS MADE BY LICENSEE TO LICENSOR. LICENSOR SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT, ARISING OUT OF ANY FAILURE OF THE COMPONENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE COMPONENTS OR SERVICES, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT. LICENSEE ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. LICENSEE SHALL ENSURE THAT LICENSOR IS NOT LIABLE TO ANY END-USERS OR OTHER USERS OF THE PRODUCT FOR ANY SUBSTITUTE COMPONENTS OR SERVICES, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

14) General.

- a) Governing Law.
This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales.
- b) Forum Selection.
All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- c) Compliance With Law.
Licensee will comply with all applicable laws and regulations governing the use of the Component and Products.
- d) Partial Invalidity.
If any provision in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision, which most nearly effects the parties' intent in entering into this Agreement.
- e) Independent Contractors.
The parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall constitute either party the agent of the other party for any purpose or in any sense whatsoever, or constitute the parties as partners or joint venturers.
- f) Modification.
No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties.
- g) Waiver.
The failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed to be a present or future waiver of such provisions. The express waiver by either party of any provision of this Agreement shall not constitute a waiver of any future obligation to comply with such provision.
- h) Assignment.
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Licensee shall not assign any of its rights, obligations or privileges (by operation of law or otherwise) hereunder without the prior written consent of Licensor. Licensor shall have the right to assign its rights, obligations and privileges hereunder to an assignee that agrees in writing to be bound by the terms and conditions of this Agreement.

i) Notices.

Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered letter, or by facsimile confirmed by registered or certified letter, to the other party at its address first set forth above, or such new address as may from time to time be supplied by such other party. Notices shall be deemed effective upon receipt.

j) Force Majeure.

Notwithstanding anything else in this Agreement, and except for the obligation to pay money, no failure to perform on the part of either party shall be considered a breach of this Agreement if such failure to perform is shown to be due to causes beyond the reasonable control of the party charged with such failure to perform; provided, that for the duration of such force majeure the party charged with such default, delay or failure to perform must continue to use all reasonable efforts to overcome such force majeure.

k) Entire Agreement.

The terms and conditions herein contained constitute the entire agreement between the parties and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof.

Signed on:

For and on behalf of

Signed:

Name:

Position:

And for and on behalf of Medical Connections Ltd

Signed:

Name:

Position:

Schedule to the Deployment Agreement, made on _____ between Medical Connections Ltd of The Old Pharmacy, Monksland Rd, Surlage, Swansea SA3 1AY UK, ("Licensor"), and ("Licensee").

All terms in this Schedule have the same meanings as in the corresponding Agreement

1. Fees applicable to the first ten new Deployments:

Desktop Products	Two hundred pounds Sterling (£200) per Deployment.
Server Products	One Thousand pounds Sterling (£1000) per Deployment.

2. Fees applicable to the eleventh to fiftieth new Deployments:

Desktop Products	One hundred and fifty pounds Sterling (£150) per Deployment.
Server Products	Seven hundred and fifty pounds Sterling (£750) per Deployment.

3. Fees applicable to subsequent new Deployments:

Desktop Products	One hundred pounds Sterling (£100) per Deployment.
Server Products	Five hundred pounds Sterling (£500) per Deployment.

4. Fees applicable to distribution of upgraded and updated versions of the Component

Desktop Products	Fifty pounds Sterling (£50) per Deployment.
Server Products	Two hundred and fifty pounds Sterling (£250) per Deployment.

5. Fees applicable to Web Products

Up to twenty web client machines at one site	Five hundred pounds Sterling (£500)
Subsequent web client machines	Twenty-five pounds Sterling (£25) per client

6. Value Added Tax

Where required by law, Value Added Tax (VAT) shall be added to the above amounts, at the current UK rate.

[VAT is not currently chargeable to customers outside the EU, or to EU customers outside the UK who are themselves registered for VAT, provided that they inform Medical Connections Ltd of their VAT registration number.]

7. Method of Payment

Payment shall be by either:

- a) Cheque, in pounds Sterling, drawn on a UK bank.
Or
- b) Direct bank transfer in pounds Sterling to a nominated UK bank account
Or
- c) Check for an equivalent amount in US Dollars drawn on a US bank
Or
- d) Wire transfer of an equivalent amount in US Dollars to a nominated US bank account
Or
- e) Check for an equivalent amount in Euros drawn on a European bank
Or
- f) Wire transfer of an equivalent amount in Euros to a nominated European bank account
Or
- g) An equivalent amount in other exchangeable currency with the addition of 10 pounds Sterling (£10) to cover transaction fees.