2T Solutions Limited

2T SOLUTIONS GENERAL TERMS AND CONDITIONS

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Forest Links Road, Ferndown, Dorset, BH22 9PH

2T SOLUTIONS GENERAL TERMS AND CONDITIONS

2T Solutions Limited General Terms and Conditions are by and between 2T Solutions Limited, having its principal place of business Forest Links Road, Ferndown, Dorset, BH22 9PH (hereinafter referred to as 2T Solutions) Our contractual partner is hereinafter referred to as Customer (Client or Contractual Partner).

These General Terms and Conditions of Business are binding for all current and future business transactions with 2T Solutions, regardless of whether or not explicit reference is made to these terms and conditions.

The terms and conditions set out below govern all of the supply of Products and Services 2T Solutions Limited (Company Reg: no - 04052466) to the customer. These terms and conditions supersede all earlier 2T Solutions Limited terms and conditions, and any conditions contained in any document used by you and purporting to have contractual effect. Your acceptance of any Products from 2T Solutions Limited indicates your acceptance of these Terms and Conditions.

Any regulations deviating from or supplementing these General Terms and Conditions of Business - in particular the Client's General Terms and Conditions of Business and Purchasing - shall only be binding if 2T Solutions expressly confirms this in writing.

RECITALS

WHEREAS, 2T Solutions is in the business of providing health information exchange and related information technology services and products to health care providers and facilities;

WHEREAS, Customer is an Information Technology Related Services user that seeks to contract with 2T Solutions to use information technology Services and Products to provide a Health Information solution for its health care providers.

IT IS AGREED as follows:

The terms and conditions:

a. set out the terms on which the Customer may purchase certain products and services from 2T Solutions, for the sole use of the exchange of clinical data.

b. 2T Solutions SpiritEHR Application;

together the “2T Solutions Software”

c. Shall apply to the supply and purchase of the 2T Solutions Software described in these Terms and Conditions, any Statements of Work and any Standard Orders agreed under it.

GENERAL TERMS AND CONDITIONS

1. Not in Use

2. 2T SOLUTIONS SOFTWARE LICENSE

2.1 Use License

2.1 .1 Subject to these terms and conditions, 2T Solutions hereby grants to the Customer a non-exclusive, irrevocable non-transferable (except as set forth in Section 15.6.5) agreement to use subscriptions based on such license for the agreed region or location within the United Kingdom and Ireland:

(a) to test and train Customer employees in the deployment, operation, administration, and maintenance of the 2T Solutions Software;

(b) to demonstrate the 2T Solutions Software to current and potential Customers;

(c) to provide Customers with training, installation, maintenance, and support services for the 2T Solutions Software;

(d) to resell and subscript the Software to Customers (Commonly referred to as SaaS)

(e) permit persons contracted to provide services to use the 2T Solutions Software to the extent reasonably necessary for the performance of such services, including in a development and test environment and/or a production environment.

2.1.2 The Customer shall be entitled to use the 2T Solutions Software in accordance with this clause 2.1 and subject to the license terms, to transfer the benefit of any Subscription granted under clause 2.1 to any person, provided that person agrees to be bound by the provisions of this clause and (except as specified herein) no additional or recurring fees will be imposed by 2T Solutions for such use.

2.1.3 To the extent required by law, 2T Solutions shall at Customer's request, provide the Customer with the interface information needed to achieve interoperability between the 2T Solutions Software and another independently developed program.

2.2 Ordering and Delivery

2.2.1 If the Customer wishes to order the 2T Solutions Software from 2T Solutions and 2T Solutions agrees to provide the 2T Solutions Software the parties shall co-operate in the preparation of a Statement of Work. 2T Solutions shall provide a quote for the Statement of Work, such quote to be valid for a period of three (3) months or such other period as the parties may agree. Each Statement of Work shall include a description of the 2T Solutions Software to be supplied (where applicable), the Services to be performed (including any Deliverables), the Price and any additional payment terms, the Key Personnel and any special requirements or variations from this Agreement.

2.2.2 Any Statement of Work agreed in accordance with this Agreement shall be binding on the Customer and the Customer shall be obliged to fulfil the agreed Statement of Work. The provisions of these Terms and Conditions shall apply to the Statement of Work, the 2T Solutions Software and the Services so ordered and the terms and conditions shall take precedence over any conflicting provision that may accompany any acknowledgement, invoice, document, or agreement

2.2.3 2T Solutions shall provide the Customer in reasonable time before delivery of the any 2T Solutions Software at the Premises such written information and assistance as may be reasonably necessary to enable the Customer to prepare the Premises for the delivery and installation of the 2T Solutions Software and to provide proper environmental and operational conditions for the efficient working and maintenance of Software. the Customer shall prepare the Premises and provide proper environmental and operational conditions at its own expense, save to the extent that the Specification specifies otherwise.

2.2.4 2T Solutions will deliver the most recent version of the 2T Solutions Software application and Documentation (unless the Customer specifies a different available version) to the Customer, promptly following the execution of this Agreement by both parties. 2T Solutions will grant the Customer immediate access to the 2T Solutions Software keys upon shipment of the 2T Solutions Software.

2.2.5 If the 2T Solutions Software is to be delivered by instalments, then insofar as such 2T Solutions Software is the subject of the same Statement of Work, the Statement of Work will be treated as a single contract and not severable.

2.3 Customer Agreements

2.3.1 The Customer shall acknowledge receipt of a EULA.

2.4 Not In Use

2.5 Cessation of Development / ESCROW

2.5.1 In the case 2T Solutions intends to cease development and distribution of 2T Solutions Software, 2T Solutions shall give the Customer at least ninety (90) days prior written notice to an announcement of such an action. Such notice is intended to allow the Customer adequate time to plan for Customer migration or replacement of the 2T Solutions Software based on the 2T Solutions announcement and may be subject the terms of any ESCROW agreement or service undertaken by the Parties.

2.5.2 2T Solutions shall within twenty (20) Business Days of a written request by the Customer, enter into an escrow agreement with the Customer and the Escrow Agent in relation to the Source Code owned by 2T Solutions ("Escrow Agreement"). Unless otherwise agreed in writing, 2T Solutions shall, at the Customers expense, deposit the Source Code in escrow and shall continue to deposit modifications and upgrades to the 2T Solutions Software at the Customers expense while the Source Code is in escrow.

3. SALES, MARKETING AND PUBLIC RELATIONS

3.1 Sales and Marketing

3.1.1 2T Solutions will provide the Customer with support and assistance for marketing efforts, as reasonably requested by the Customer, from time to time, including assisting the Customer in demonstrating the Software to prospective Customers and participating in sales presentations with the Customer.

3.1.2 For on-site requirements, 2T Solutions, at its discretion and with the Customer's prior written approval, shall invoice the Customer for professional services and all accrued and actual travel expenses of the requested 2T Solutions personnel. Payment will be due thirty (30) days net from invoice date and made payable to 2T Solutions Spirit UK.

3.2 Press Releases and Use of Trademarks

3.2.1 Neither party will be permitted to issue press releases of any kind referencing the other party, or the parties' conduct under these Terms and Conditions without the express written permission of the other party. If the parties do agree to issue (or allow the other party to issue) any such press release, then such press release will be subject to each party's prior written approval of both the content and the type of release.

3.2.2 In the same manner neither party will be permitted to use or to refer to any trade names, trademarks, or service marks of the other party in any advertising, publicity, or promotion without the express written permission of the other party.

4. Training

4.1 All 2T Solutions Customers are required to complete an initial 2T Solutions Training Certification program and when available continued education as dictated by the 2T Solutions Certification program. This training requirement will provide the Customer with the skill(s) and knowledge base necessary to complete the herein required level of support in relation to Marketing, and Maintenance and Support of the 2T Solutions Software. Training will be conducted by 2T Solutions.

4.2 Customer agrees to dedicate sufficient personnel, as mutually agreed, to attend the 2T Solutions Certification Training program, the cost to the Customer of which will be agreed in advance of the training.

5. DEVELOPMENT OF 2T SOLUTIONS' SOFTWARE

5.1 Development Commitment

5.1.1 2T Solutions expressly acknowledges and agrees that Customer's decision to develop and distribute the 2T Solutions Software is based, in significant part, upon 2T Solutions' commitment to continue to offer and maintain a functional and competitive product on the basis set out below:

The 2T Solutions Software are implementations of the Integrating the Healthcare Enterprise ("IHE") (Profiles, Actors, and transactions). The 2T Solutions IHE Integration statement provides an independent accreditation of the supported SpiritEhr IHE Actors and options. The 2T Solutions Software is updated to include additional accredited IHE profiles and functionality after each Global Connectathon event. This provides an independent and accredited attestation to the supported functionality of 2T Solutions Software at any point in time. 2T Solutions will only consider withdrawing support for implemented and accredited IHE profiles if an IHE profile is subsequently depreciated by IHE. In the event an IHE Profile is depreciated by IHE and a decision is made by 2T Solutions to remove support from the SpiritEhr Core Services for the depreciated IHE profile, 2T Solutions will provide Customer with a minimum of 90 days' notice of the removal of any IHE depreciated profile from the 2T Solutions Software Core Services. Any additional functionality to the SpiritEhr Software Core Services provided by 2T Solutions are defined and agreed on a per customer basis and detailed within the Statement of Work for that customer.

5.1.2 2T Solutions reserve the right to alter the Software or Services or make any changes to the Specification without the prior written consent of Customer.

5.2 Further Development, 2T Solutions Software Enhancement

5.2.1 Customer may gather and evaluate customer comments and feedback regarding the 2T Solutions Software, including, without limitation, comments and feedback directed towards future development plans for the 2T Solutions Software. 2T Solutions will provide Customer with frequent and timely communications and other information regarding future developments plans and "product road maps" for the 2T Solutions Software.

5.3 Pre-releases

5.3.1 2T Solutions will promptly notify Customer of 2T Solutions' completion of any pre-release, alpha or beta versions of the 2T Solutions Software (collectively, "Pre-releases"). Upon Customer's request, 2T Solutions will make such Pre-releases reasonably available to Customer, at no additional charge, for review, evaluation, training, and planning purposes, provided that Customer agrees to furnish 2T Solutions with written comments regarding such Pre-releases. 2T Solutions will make each such Pre-release available to Customer no later than the earliest date that 2T Solutions makes such Pre-release available to any other customer. All such Pre-releases are provided for evaluation only and without warranty of any kind.

6 LIMITED LICENSE

6.1 Intellectual Property Rights

6.1.1 All proprietary rights, including all copyrights, patents, trademarks, trade secrets and other intellectual property rights, not specifically granted to Customer hereunder are reserved and owned by 2T Solutions.
Except as expressly provided in this Agreement, Customer shall not (and will not authorise or assist others to):

(a) reproduce, copy, modify, translate, or otherwise change any of the software or documentation making up the 2T Solutions Software

(b) update the 2T Solutions Software with new versions or releases of the 2T Solutions Software, except Updates that Customer is authorised to use and distribute hereunder.

(c) remove, cover or alter any 2T Solutions' trademark, trade name, copyright, or other proprietary notices, labels or marks appearing on or in copies of the 2T Solutions Software or documentation delivered to Customer hereunder; or

(d) reverse engineer, de-compile, disassemble, or otherwise attempt to derive the source code of the 2T Solutions Software, except to the extent as may be authorized by applicable law.

6.1.2 2T Solutions acknowledges and agrees that all Intellectual Property Rights of Customer and its licensors subsisting on the Effective Date shall remain vested in Customer or its subscribers and that no license is granted and no transfer, assignment or license of rights shall be deemed to have arisen or implied in any Intellectual Property Rights of Customer or its subscribers save that 2T Solutions is hereby licensed to use the Intellectual Property Rights subsisting in any materials submitted to the Supplier by Customer solely for the purpose of providing the Services contemplated under this Agreement. This license does not include the right to grant sub-licenses.

6.1.3 2T Solutions hereby grants to Customer a licence under the Intellectual Property Rights subsisting in the 2T Solutions Software and Deliverables to use the 2T Solutions Software and Deliverables as envisaged by this Agreement and, to deal with the Services and Deliverables as is reasonably deemed fit.

6.2 Enforcement

6.2.1 If Customer becomes aware of any breach by Customer or End-User, Customer shall use reasonable endeavours to promptly notify 2T Solutions thereof, and shall provide commercially reasonable co-operation to 2T Solutions, if requested, in the enforcement of the said breach.

7. COMMERCIAL

7.1 Certification Fee

7.1.1 Customer agrees to obtain 2T Solutions Partner Support Certification.

7.1.2 The 2T Solutions Spirit Partner Training and Certification fee is £40,000.00 subject to change by 2T Solutions without notice.

7.1.3 A 2T Solutions Product trainer will be provided to deliver the initial partner certification training for Customer employee SpiritEhr certification.

7.1.4 Customer will provide facilities and all necessary equipment as advised by 2T Solutions, to deliver the certification training within the UK.

7.1.5 Customer agrees to pay the 2T Solutions Partner Certification Fee within 30 days following the execution of this Agreement.

7.2 Taxes

7.2.1 Customer will be responsible for payment of all applicable taxes with respect to the payments that Customer makes to 2T Solutions under this Agreement, except for any taxes based on 2T Solutions' income.

7.3 Price and Payment Terms

7.3.1 In consideration of the provision of the Application by 2T Solutions further to a Customer Contract, the Customer shall pay the charges as set out in terms of any said contract.

7.3.2 The price shall not be varied by reason of any rise or fall in the cost of materials, labour, or transport above or below the cost ruling at the date of contractual agreement, unless otherwise stated in the Pricing and Payment Plan.

7.3.3 The price is:

(a) inclusive of all charges incurred at the point of invoicing for packaging, carriage, and delivery of the Products to the relevant delivery address and any duties, import taxes or levies other than VAT at the applicable rate on date of invoice;

(b) exclusive of any applicable VAT which, where payable, shall be paid by Customer subject to receipt of a proper VAT invoice therefor.

7.3.4 Customer will notify 2T Solutions of the award of a Customer Contract and the terms therein relevant to the Application. Any bespoke Customer payment terms and price discounts in excess of those contained in the agreed pricing model for the Application License and any professional services to be provided by 2T Solutions, must be agreed in advance of contract by 2T Solutions and documented in the applicable Statement of Work.

7.3.5 2T Solutions will invoice Customer for the Application License in advance of service or in line with the payment mechanism agreed with the Customer by the Customer. Should Customer finance the License, for example by leasing the entire deployment such that it receives all or a significant proportion of monies at the start of the contract, then Customer will pay 2T Solutions, upon receipt of invoice, such proportion of monies received that relate to 2T Solutions' license fee to Customer.

7.3.6 Payment of any invoices will not be deemed to be approval or acceptance by Customer of any work or matter in respect of which the invoice is issued and such payment is without prejudice to Customer's rights and remedies under this Agreement or at law or in equity in respect of any failure or delay on the part of 2T Solutions to perform its obligations.

7.3.7 Customer shall pay all undisputed invoices within 30 days of receipt of such undisputed invoice.

7.3.8 All invoices submitted by 2T Solutions shall comply with the following:

(a) the description on the invoice must be identical to the Purchase Order description;

(b) invoice lines must equate to Purchase Order lines;

(c) the amount and quantity on the invoice must match the details on the Purchase Order and in the case of staged payments, must not cumulatively exceed the Purchase Order amount and quantity;

(d) the Purchase Order number must be quoted on the invoice;

(e) a copy of the relevant Purchase Order must be attached to each invoice; and

(f) each invoice shall be a VAT invoice; pro-forma invoices are not acceptable.

7.3.9 Notwithstanding the introduction of any unit of currency within the European Union (whether known as the "Euro" or otherwise) which would constitute legal tender in the United Kingdom for the payment of sums due under this Agreement, all payments due to either party hereto under the terms of this Agreement shall be paid in Sterling for so long as Sterling remains legal tender in the United Kingdom.

7.4 Territory

7.4.1 The Territory is defined as United Kingdom and Ireland, with no exclusivity to a particular region, segment, or market.

7.4.2 Nothing contained herein shall be construed as giving any further right to any Customer of the Customer in the territory under any circumstance.

7.4.3 Customer is not to engage with any third party in any direct technology partnership agreements as related to any 2T Solutions offering. All technology partnerships related to any 2T Solutions Offering are to be executed only between 2T Solutions and the potential third party technology partner.

7.4.4 At no time is the Customer allowed to grant any third-party rights to any 2T Solutions product or offering, including, but not limited to; its trademark brand, logo, reproduction of printed materials, or presence on any website.

7.4.5 Customer does not have the rights to enter into extended sales channel agreements for any 2T Solutions Offering. Only the Customer, its direct employees and contractors may communicate to any potential customer of the 2T Solutions Offering.

7.4.6 All sales efforts must be through 2T Solutions certified channels, as exhibited herein. Any laws related to the licensing of Software in the Territory which may extend such rights are hereby considered null and void, having no force or effect.

8. RECORD KEEPING AND AUDIT

8.1 Not in Use

8.2 Audit

8.2.1 2T Solutions reserves the right to appoint an independent auditor to audit Customer's records that relate to the subject matter of this Agreement, once per calendar year on reasonable notice during normal business hours, paid for by 2T Solutions. Any deviations that show Customer owing 2T Solutions additional amounts shall cause Customer to:

(a) pay to 2T Solutions such additional amounts in accordance with the payment terms at clause 9.3.7;

and

(b) Pay to 2T Solutions interest on the additional amounts calculated at the annual interest rate of 20 % (twenty per cent) or the maximum rate allowed by applicable law, whichever is less;

8.2.2 If actual payments over the entire audited period are less than 95 % (ninety- five percent) of those amounts owed for the period as disclosed by the audit, the costs of the audit shall be borne by the party who is in respectively debt.

8.2.3 If any audit shows an overpayment, the amount of that overpayment may be deducted from future payments.

8.3 Data Protection

8.3.1 2T Solutions shall comply with the provisions of the Data Protection Act 1998 ("the Act") and shall ensure that it is properly registered under the Act for such processing of personal data (as defined in the Act) as may be required in the performance of this Agreement.

2T Solutions shall take all necessary steps to ensure that data or information belonging to the Customer which comes into its possession or control in the course of providing the Services is protected in accordance with the Customer's data protection policy and in particular 2T Solutions shall not:

(a) use the data or information nor reproduce the data or information in whole or in part in any form except as may be required by this Agreement;

(b) disclose the data or information to any third party or persons not authorised by Customer to receive it, except with the prior written consent of Customer; or

(c) alter, delete, add to or otherwise interfere with the data or information (save where expressly required to do so by the terms of this Agreement).

8.3.2 Whereas part of these Terms & Conditions, 2T Solutions processes personal data on behalf of the Customer 2T Solutions shall:

(a) act only on instructions from the Customer in relation to such processing;

and

(b) not transmit such personal data to a country or territory outside the European Economic Area without the Customer's prior written consent; and

(c) take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data;

(d) take all reasonable steps to ensure the reliability of any employees, personnel, agents, or subcontractors of the Supplier who have access to the personal data.

9. REPRESENTATIONS AND WARRANTIES

9.1 Warranties of Authority and Title

9.1.1 2T Solutions represents and warrants that:

(a) Good Standing

2T Solutions is a company duly organized, validly existing and in good standing under the laws of England and Wales;

(b) Authority

2T Solutions has performed all corporate actions and received all corporate authorisations necessary to execute and deliver this Agreement and to perform its obligations hereunder and this Agreement is valid, binding, and enforceable against it (subject to applicable principles of equity and bankruptcy and insolvency laws);

(c) Ownership

2T Solutions has the right to grant the License herein;

(d) Services

All Services and Maintenance and Support rendered by 2T Solutions, its employees, or its agents pursuant to this Agreement shall be performed with reasonable skill, care and diligence, and in a good and workmanlike manner and that all of 2T Solutions' personnel engaged in fulfilling 2T Solutions' obligations under this Agreement shall possess sufficient qualifications and professional competency to carry out these services in accordance with the foregoing standard.

(e) No Actions

There are no actions, claims, demands, lawsuits, proceedings, prosecutions, or governmental investigations by or against 2T Solutions, and there is no other adverse proceeding existing or which is to the knowledge of 2T Solutions pending by or against 2T Solutions, relating to the 2T Solutions Software; and

(f) No Conflicts

The execution, delivery, and performance of this Agreement by 2T Solutions does not and will

not conflict with or violate and does not and will not result in a breach of any, agreement, license, or any other contract or written instrument to which 2T Solutions is bound.

9.2 2T Solutions Software Warranties

9.2.1 2T Solutions represents and warrants that:

(a) the 2T Solutions Software, including all Updates thereto, will be of satisfactory quality and fit for any purpose, have the functions and features, and will perform as described in, the Statement of Work and/or made known to 2T Solutions and/or, Documentation and/or in other marketing material that 2T Solutions provides to Customer;

(b) the 2T Solutions Software will be free from defects in design, material, workmanship, and performance during the Warranty Period;

(c) will not contain nor introduce to any equipment or system of Customer nor to any equipment or system of a customer of Customer any computer viruses, Trojan horses or similar destructive, disruptive or nuisance programs;

(d) will not cause damage of any kind nor interfere with any computer system of Customer nor any computer system of a customer of Customer;

(e) the 2T Solutions Software has been audited and tested in accordance with 2T Solutions' internal quality control processes and will be free from any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase data or programming;

(f) if 2T Solutions employs keys to permanently limit or control the term of use or functionality of the 2T Solutions Software, 2T Solutions will provide Customer with keys as needed and requested by Customer;

(g) that the 2T Solutions Software: does not contain or incorporate any Publicly Available Software and no Publicly Available Software was used in whole or in part in the development of any of the 2T Solutions Software in a manner that may subject the 2T Solutions Software, in whole or in part, to all or part of the license obligations of any Publicly Available Software, (How does this clause deal with Open-Source material)

and

(ii) the 2T Solutions Software contains no third-party software that would require Customer to agree to any terms and conditions in addition to those set forth in this Agreement or to pay any amounts to any third parties.

(h) that the 2T Solutions Software meets and complies with all existing applicable laws, statutes, and regulations in the territory.

9.2.2 2T Solutions makes no other warranties, either expressed or implied, as to any matter, including, without limitation, the merchantability or fitness for any particular purpose of the 2T Solutions Software.

9.2.3 Without prejudice to any other remedy, if any 2T Solutions Software or Deliverables are not supplied or any Services are not performed in accordance with this Terms and Conditions, then Customer shall be entitled to require 2T Solutions to repair the Software or to supply replacement Software or to re-perform the Services in accordance with this Agreement within fourteen (14) days.

9.2.4 Without prejudice to any other remedy, if 2T Solutions fails to supply replacement 2T Solutions Software or to re-perform the Services in accordance with, Customer, shall be entitled at 2T Solutions' sole option:

(a) with respect to the 2T Solutions Software, either itself or through a third party, to modify or adapt the Software so that it complies with the Statement of Works and, for the purposes thereof, to obtain a copy of the Source Code together with all documentation necessary to maintain and support the Software and 2T Solutions agrees to provide a copy

of the Source Code to Customer through release of Source Code in Escrow immediately upon Customer's written request; or

(b) to accept 2T Solutions' breach and, without prejudice to any other remedy Customer may have, terminate a Contract and/or any Statement of Work in accordance with Clause 13.4.

9.3 No Warranty Flow-through

9.3.1 2T Solutions representations and warranties are solely for the benefit of Customer, who has no authority to extend these representations and warranties to any other person or entity. 2T Solutions shall have no representation or warranty obligations to any End Users out of this Agreement, save that granted by the End User License Agreement.

10 CUSTOMER REPRESENTATION AND WARRANTY

10.1 Customer represents and warrants to 2T Solutions that:

(a) Good Standing:

Customer is a corporation duly organised, validly existing and in good standing;

(b) Authority:

Customer has performed all relevant actions and received all corporate authorisations necessary to execute and deliver this Agreement and to perform its obligations hereunder and this Agreement is valid, binding, and enforceable against it (subject to applicable principles of equity and bankruptcy and insolvency laws);

(c) Services:

All Services rendered by Customer, its employees or its agents pursuant to any Agreement shall be performed with reasonable skill, care and diligence and in a good and workmanlike manner and that all of Customer's personnel engaged in fulfilling obligations towards End Users shall possess sufficient qualifications and professional competency to carry out these services in accordance with the foregoing standard.;

The execution, delivery and performance of Contract and associated Statement of Works by Customer does not and will not conflict with or violate and does not and will not result in a breach of any, license, or any other contract or written instrument to which Customer is bound.

11. CONFIDENTIAL INFORMATION

11.1 Definitions.

11.1.1 For the purposes of this Section:

(a) "Confidential Information" means all information, including without limitation, commercial, financial, business, accounting, legal, personal and/or technical information concerning a party disclosed by the Disclosing Party (as defined below) to the Receiving Party (as defined below) hereunder or in connection with these Terms and Conditions including without limitation such information, the further disclosure of which could reasonably be expected to have an adverse impact on the Disclosing Party, and any information otherwise identified by the Disclosing Party as "confidential", but excludes information:

(i) which at the time of the disclosure by the Disclosing Party to the Receiving Party is part of the public domain and readily available to the trade or the public, or which subsequently becomes readily available to the trade or the public through no act or omission of the Receiving Party or through no breach of a confidentiality or non-disclosure obligation;

(i) is or becomes publicly available or enters the public domain through no fault of the recipient;

(ii) which is lawfully and in good faith obtained by the Receiving Party from an independent third party without breach of these Terms and Conditions, or any other confidentiality, non-disclosure, or Agreement, as shown by documentation establishing the third party as the source of the information, and not obtained by the third party from the Disclosing Party; or

(ii) which the Receiving Party can establish, by written record or other tangible and competent evidence, was in its possession prior to disclosure of that information by the Disclosing Party to the Receiving Party:

(iii) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure;

(iv) is independently developed by the recipient without access or reference to the Confidential Information disclosed by the other Party;

(b) "Disclosing Party" means the party disclosing its Confidential Information to the other party; and

(c) "Receiving Party" means the party receiving Confidential Information from the other party.

11.2 Confidentiality.

During the term of the Contract and at all times thereafter, the Receiving Party shall maintain the Confidential Information in confidence and shall not use that information or disclose that information to any of its directors, officers, authorized agents, or employees, except to the extent necessary and solely for the performance and enforcement of these Terms and Conditions, or to any third parties, except with the prior written consent of the Disclosing Party. The Receiving Party shall inform any of its directors, officers and employees having access to the Confidential Information of the confidential nature of the Confidential Information and shall ensure that those directors, officers, and employees maintain the confidentiality of the Confidential Information in accordance with the terms of this document. The Receiving Party shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information.

11.3 Return of Confidential Information.

Upon termination or expiry of a Contract, or otherwise upon demand of the Disclosing Party, the Receiving Party shall deliver to the Disclosing Party or destroy all copies, whether written, in the form of computer data or otherwise, of the Confidential Information and all documents and materials prepared by or for the Receiving Party which include or refer to Confidential Information and the Receiving Party shall delete and destroy all Confidential Information from any computer system, retrieval system or database of the Receiving Party. The Receiving Party shall cause all third parties, including where applicable End Users and Sub-Companies to whom it has provided any Confidential Information, to comply with this Section and, if requested by the Disclosing Party, the Receiving Party shall provide to the Disclosing Party a certificate of a senior officer of the Receiving Party confirming that the Receiving Party and those third parties have complied with the provisions of this Section.

11.4 Disclosure Required by Law.

The Receiving Party shall not be in breach of these Terms and Conditions as a result of any disclosure of Confidential Information to the extent the type and amount of such disclosure is required by law or judicial or administrative process, provided that the Receiving Party provides the Disclosing Party with as much notice as is reasonably possible in the circumstances prior to disclosing any Confidential Information and co- operates with the Disclosing Party in any application, proceedings or other action undertaken by the Disclosing Party to obtain a protective order or other means of protecting the confidentiality of the Confidential Information required to be disclosed.

11.5 Announcements.

Neither party shall, without first obtaining the other party's written consent, make any releases or announcements or communicate in any other manner with any news media or any other third party with respect to this Agreement.

11.6. Ownership of Confidential Information.

The Parties acknowledge that during the performance of these Terms and Conditions, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

11.7 Mutual Confidentiality Obligations.

Each Party agrees as follows:

(i) to use the Confidential Information only for the purposes described herein;

(ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party

(iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party;

(iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access for purposes of performing such Party's obligations hereunder and who have been advised of and have agreed in writing to treat such information in accordance with the Terms and Conditions.

11.8 Limitations on Use of Health Information Exchanges.

(i) Customer agrees that it will only use Patient Health History Information provided by the cooperating entities for the purpose of providing direct health care services to a Customer's patient.

(ii) Customer acknowledges that the Patient Health Information provided hereunder may not be complete or accurate, and 2T Solutions, who in providing information access, representations or warranties with respect to the accuracy or completeness of the Patient Health Information are released from any liability, cause of action, or claim related to the completeness or lack thereof of the Patient Health Information and as such the Customer holds harmless 2T Solutions, and any person or entity providing access to said Patient Health Information

12. INDEMNIFICATION

12.1 2T Solutions Indemnity

12.1.1 2T Solutions shall indemnify and hold harmless Customer and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses (incurred or paid), settlements, judgments, costs and expenses (including without limitation solicitor fees and costs) which arise out of, relate to or result from any act or omission of Customer its employees, agents or sub-contractors.

12.1.2 2T Solutions may, at its option and expense, conduct the defence in any such third-party action arising as described herein and Customer promises fully to co- operate with such defence. The indemnification pursuant

to clause (12.1.1) above is limited to the 2T Solutions Software delivered to Customer or as modified by 2T Solutions as provided hereunder and does not cover third party claims arising from:

(1) Modifications or uses not authorized by 2T Solutions;

(2) Any material, software or item not provided by 2T Solutions;

(3) Compliance by 2T Solutions with Customer' designs, specifications, or instructions; or

(4) The combination of the Software with other software, hardware or elements not provided by 2T Solutions.

12.2 2T Solutions Obligations on Infringement.

12.2.1 If a third party enjoins, by order of the Court, Customer's use of the Software, 2T Solutions shall use its commercially reasonable efforts to, (and with agreement of the Customer)

(a) Replace the Software, without additional charge, by a compatible, functionally equivalent, and non-infringing product;

(b) Modify the Software to avoid the infringement and in such a manner that the Software, as modified, is functionally equivalent to the original Software; or

(c) Obtain a license for Customer and the End Users to continue use of the Software during the Term and pay for any additional fee required for such license.

12.2.2 2T Solutions shall fully indemnify Customer against all Losses arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights of any kind whatsoever by the use or possession of the 2T Solutions Software, Deliverables, or performance of the Services.

12.2.3 In the event of any alleged infringement of any Intellectual Property Rights of any kind whatsoever by the use or possession of the 2T Solutions Software, Deliverables, or performance of the Services:

(a) Customer shall promptly notify 2T Solutions in writing of any alleged infringement of which it has notice;

(b) Customer shall make no admissions without 2T Solutions consent;

12.2.4 If at any time any allegation of infringement of third-party Intellectual Property Rights is made in respect of the 2T Solutions Software, Deliverables or Services or in 2T Solutions reasonable opinion is likely to be made, 2T Solutions may at its own expense:

(a) modify or replace the affected 2T Solutions Software and/or Deliverables without in any way affecting the performance or functionality of such 2T Solutions Software and/or Deliverables,

(b) 2T Solutions making good to Customer any losses suffered by Customer during modification or replacement, so as to avoid the infringement; or

(c) procure for Customer the right to retain and continue to use the affected 2T Solutions Software and/or Deliverables.

12.2.5 If 2T Solutions does not exercise any of the options set out in Clause 12.2 within twenty (30) Business Days of the date it receives notice of any such allegation then, without prejudice to any other rights or remedies Customer may have hereunder or at law, Customer shall be entitled to:

(a) procure for itself the right to retain and continue to use the 2T Solutions Software and/or Deliverables;

(b) procure for 2T Solutions the right to continue to perform the Services for Customer; or

(b) terminate this Agreement immediately upon written notice to the 2T Solutions.

12.3 Customer Indemnity.

12.3.1 Customer does hereby indemnify and hold harmless (including without limitation reasonable solicitor's fees and disbursements) 2T Solutions, and all employees and agents of the 2T Solutions, each of the foregoing (being hereinafter referred to individually as the "Indemnified Party") against all liability to third parties or otherwise, arising from:

(a) the negligence or misconduct of Customer, its employees, or agents in connection with its performance under this Agreement;

(b) the breach by Customer of its obligations under Sections 2, 8 and 13 of these Terms and Conditions; or

(c) any third-party claims arising not caused by the 2T Solutions Software.

13. LIMITATIONS OF LIABILITY

13.1 2T Solutions Total Damages

13.1.1 Except as set forth in Clauses 14, 13.1.2 and 13.1.3 of this Agreement, 2T Solutions liability arising under or in connection with, or related to this Agreement or ay Statement of Work, including but not limited to claims of negligence, breach of warranty, condition, term (whether express or implied), breach of contract, breach of statutory duty or otherwise, shall be limited per claim (or series of connected claims) to a figure up to a maximum of £5,000,000 under this Agreement in the twelve (12) months preceding the date on which the claim arose (or first arose if there are a series of connected claims).

13.1.2 2T Solutions shall not limit or exclude its liability to Customer:

(a) under the indemnities in clause 12.1

(b) for any breach of clause 8.3

(c) for damage to real property or tangible personal property.

13.1.3 Subject always to the provisions of Clauses 13.1.2, 13.2.2 and 13.2.3 neither party shall be liable to the other for any type of special, indirect or consequential loss, loss of profit, or anticipated savings whether arising from negligence, breach of warranty, condition, term (whether express or implied), breach of contract, breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or that party had been advised of the possibility of the other incurring the same.

13.2 Customer's Total Damages

13.2.1 Except as set forth in Section 13.2.3 of this Agreement, Customer's total cumulative liability under or in connection with, or related to this Agreement or any Statement of Work, including but not limited to claims of negligence, breach of warranty, condition, term (whether express or implied), breach of contract, breach of statutory duty or otherwise, shall be limited per claim (or series of connected claims) to a figure equal to 100% of the total amounts of money paid and payable from and on behalf of Customer to 2T Solutions in the 12 months preceding the date on which the claim arose (or first arose if there are a series of connected claims)

13.2.2 2T Solutions does not exclude or limit liability to the other party:

(a) for fraud or fraudulent misrepresentation;

(b) for death or personal injury due to its own negligence or its employees' or agents' negligence whilst acting in the course of their employment;

(c) for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

(d) for any breach of clause 13.2.

13.3 Exclusion of Damages

2T Solutions will not be liable to the other party under this Agreement for any special, incidental, punitive, exemplary or consequential damages, whether based on breach of Contract, warranty, tort, Product liability or otherwise, whether or not a party has been advised of the possibility of such damage. The foregoing will not apply to or limit in any way either party's obligations or liability arising under Section 12.

13.4 Termination for Convenience

Either party may terminate an Agreement without cause, effective at the end of the Initial Term by providing at least three (3) months' prior written notice to the other party or in the case of a Renewal Term, at least three (3) months' prior written notice.

13.5 Termination for Cause

13.5.1 Either party may terminate an Agreement or any affected Statement of Work immediately upon written notice to the other at any time if the other is in "persistent" breach of an Agreement or a Statement of Work and fails to remedy such breach within twenty (20) Business Days of written notice to remedy the same, such notice stating that failure to remedy the breach may give rise to termination under Clause 13.3. A breach is deemed to be "persistent" if it is repeated sufficiently often to have a material impact on the conduct of the other party's business or the provision of the Software or Services.

13.5.2 Either party may terminate a Contract immediately by notice to the other party if:

(a) the other party breaches any material term of these Terms and Conditions or a Statement of Work and such breach is not capable of remedy;

(b) the Customer breaches any material term of these Terms and Conditions or a Statement of Work and fails to cure such breach within thirty (30) days following written notice thereof;

(c) the Customer:

(i) announces a cessation of its entire business;

(ii) elects to dissolve and wind-up its business;

(iii) makes a general assignment for the benefit of creditors; or

(iv) Petitions for or appoints (or a third party causes to be appointed for such party) a receiver, custodian, or trustee to take possession of all or substantially all of such party's property; or

(d) any representation or warranty made herein by Customer is false or misleading in any material respect as of the date on which it was made or becomes false or misleading in any material respect at any time thereafter.

13.5.3 The Customer may terminate a Contract on written notice with immediate effect:

(a) in the circumstances specified in clause 9.2.4(c) and clause 12.2.5(c).

(b) if 2T Solutions is in breach of clause 9.2.1; or

(c) if the Completion Date is delayed for a period in excess of ninety (120) days.

13.5.4 2T Solutions may terminate any Statement of Work at any time by giving the Customer the number of Business Days' written notice stated in the Pricing and Payment Plan.

13.6 Obligations After Expiration or Termination

13.6.1 Upon the expiration or termination of a contract for any reason:

(a) except as otherwise specified in subsection (b) below, each party will promptly cease using and destroy or return to the other party all Confidential Information of such other party;

(b) Customer may retain the 2T Solutions Software and other Confidential Information provided by 2T Solutions during the term of an Agreement solely for the purpose of continuing to exercise the rights granted to Customer hereunder, solely to the extent necessary to perform Customer's obligations under any Customer Agreements in force on the date of expiration or termination of Contract, and solely until such time as the last Customer Agreement expires or terminates;

(c) subject to Customer's payment of the applicable fees, including any increases, as specified, 2T Solutions will continue to perform all applicable warranty and maintenance and technical support services and other obligations regarding that 2T Solutions Software in accordance with the provisions of the Contract, as reasonably necessary to enable Customer to perform its obligations under any Customer Agreements in force on the date of expiration or termination of said Contract, solely until such time as the Customer Agreement expires or terminates; and

(d) Customer may continue to use the 2T Solutions Software provided to them pursuant under a Customer Agreement, so long as such Customers have in effect a Customer Agreement on the effective date of expiration or termination of an Agreement

(e) 2T Solutions will co-operate fully with Customer to ensure an orderly, efficient, and as least disruptive as reasonably possible transfer of 2T Solutions obligations under these Terms and Conditions to Customer or a third party nominated by Customer.

13.6.2 The licence granted under these Terms and Conditions shall survive termination except where 2T Solutions terminates a Contract or any relevant Statement of Work for the Customer's material breach of the Terms and Conditions.

13.6.3 Termination of a Contract shall not affect the fulfilment of any Statement of Work issued prior to the date of termination, unless 2T Solutions specifies otherwise in any notice of termination it may give pursuant to any Agreement, in which case the rights and obligations of the parties under such Agreement in so far as they relate to such Statement of Work shall continue until such time as the Statement of Work is terminated.

13.6.4 A Statement of Work shall expire where the customer's contract (or the relevant part thereof) with Customer for the provision of the equivalent services expires or is terminated in accordance with the terms therein.

14. FORCE MAJEURE

14.1 Definition

"Force Majeure" means an event or circumstance, other than payment of money, that is beyond the reasonable control of a party and that prevents or delays that party in the performance or observance of any of, or all, its obligations under this Agreement, including but not limited to:

(a) the apprehension or outbreak of war, whether or not declared, military invasion or armed hostilities; or

(b) the outbreak or apprehension of riot or civil insurrection or commotion; or

(c) acts of piracy; or

(e) earthquake, volcanic eruption, hurricane, flooding, or severe or unusually adverse climatic conditions, or natural disasters; or

(e) fire not caused by the wilful act of the party seeking relief under this Section 15.1; or

(f) outbreak of serious disease or epidemic, quarantines or other public health emergencies; or

(g) strike, lockout or labour disturbance or slowdown; or

(h) acts or omissions of governmental authorities including but not limited to blockade or embargo preventing or impeding the movement of goods or Persons;

(i) denial of service attacks

(J) acts of God;

Lack of financial capability and technological impossibility do not constitute Force Majeure and lack of labour, material or utilities does not constitute Force Majeure, unless caused by an event or circumstance that is itself Force Majeure.

14.2 Relief

If a party is prevented or delayed in performing or observing its obligations under these Terms and Conditions by Force Majeure, the time for performance of those obligations is deferred for the duration of the event or circumstance of Force Majeure.

14.3 Notice

A party that is prevented or delayed by Force Majeure and that seeks relief under this Section 17 must give notice to the other party as soon as possible after the event or circumstance of Force Majeure is known to the first party, and in any event not later than fifteen (15) days after the date when that event or circumstance is known to the first party. A party that has given notice of an event or circumstance of Force Majeure shall give notice to the other party of the cessation of that event or circumstance promptly after cessation is known to the first party.

14.4 Mitigation

If notice is given by either party of an event or circumstance of Force Majeure, each party shall exercise reasonable efforts to avoid, or minimize any delay, occasioned thereby. The parties shall meet promptly after any notice is given, and from time to time thereafter during the continuance of any event or circumstance of Force Majeure, to discuss and endeavour in good faith to agree upon measures to be taken by either or both parties to avoid, or minimize any delay, occasioned by that event or circumstance of Force Majeure.

14.5 Resumption of Performance

A party that is prevented or delayed in the performance or observance of its obligations under these Terms and Conditions by Force Majeure shall resume promptly the performance and observance of those obligations after cessation of the event or circumstance of Force Majeure.

14.6 Exception

Nothing in this Section shall excuse any default, failure to perform or failure to comply under Section 14.

15. MISCELLANEOUS

15.1 Applicable Law

The parties irrevocably agree that this Agreement and any disputes arising under or in any way connected with the subject matter or formation of these Terms and Conditions shall be governed by and construed in accordance with English law. Each party submits to the exclusive jurisdiction of the courts of England and Wales in relation to any disputes or other matters arising out of or in connection with these Terms and Conditions.

15.2 Severability

Any invalidity, in whole or in part, of any provision of these Terms and Conditions shall not affect the validity of any other of its provisions or sections thereof.

15.3 Notices

Any notice or other communication hereunder shall be in writing and may be delivered personally, sent by email or forwarded by first class pre-paid registered mail to a party at its address set forth at page one of these Terms and Conditions, or at such other address or addresses as may from time to time be notified in writing by that party in accordance with this Section 15.6.4.

15.4 Waiver

No term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

15.5 Entire Agreement

These Terms and Conditions constitute the entire Terms and Conditions between 2T Solutions and Customer and supersede all proposals, oral and written, between the parties with respect to the subject matter hereof.

15.6 Amendment / Changes

15.6.1 2T Solutions reserves the right to alter, or waiver these Terms and Conditions at its sole discretion from time to time by giving the Customer written notice of the same.

15.6.2 The Customer may not assign any rights or obligations under these Terms and Conditions.

15.6.3 If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these Terms and Conditions.

15.6.4 Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified, pursuant to this provision to the party giving the notice.

15.6.5 Assignment

Customer, may not assign, novate, or otherwise transfer this agreement, whether in whole or in part, or any of its rights or obligations hereunder, to any third party without the prior consent in writing of the other party, such consent not to be unreasonably withheld or delayed.