

Medincla Limited – Software Licence Agreement - Terms and Conditions

Please read these Terms and Conditions carefully. These Terms and Conditions together with the Order Form and our Privacy & Cookie Policy (the "Agreement") set out the terms on which Medincla licences use of the Software (defined below). By entering into an agreement with Medincla in respect of the Software, or by installing or using the Software, you are agreeing to be bound by the terms that appear below.

1. Definitions

- 1.1. **'Authorised User'** means (where applicable) any personnel and/or students of the Licensee who have been authorised to use the Software by the Licensee pursuant to clause 3.1.2.
- 1.2. **'Licence Fee'** means the initial fee payable by the Licensee for a license or licences of the Software, as set out in the Order Form.
- 1.3. **'Licensee'** means the individual, medical school, hospital, GP's practice or other business, organisation or natural or legal person who is detailed in the Order Form and who has acquired a license or licences to use the Software from Medincla.
- 1.4. **'Medincla'** means Medincla Limited a company registered in England and Wales under company number 8416822 with its registered office at 33B Springmeadow Lane, Uppermill, Oldham, United Kingdom, OL3 6HW.
- 1.5. **'Order Form'** means the hard copy or online order form or other document which references these Terms and Conditions.
- 1.6. **'Software'** means the current version of the specific Medincla software product which the Licensee has acquired a licence to use, as detailed in the Order Form, together with any updates or new releases to that software which may be made available to the Licensee pursuant to clause 7. Details of the various different Medincla software products which are available for use under these Terms and Conditions are set out in ANNEX 1.
- 1.7. **'Support and Updates Fee'** means the fee payable, after the first year of free support, for continued updates for a specified number of licenses, as set out in the Order Form.
- 1.8. **'Word List(s)'** means the list(s) of sector specific words which accompany the Software, together with any updated versions of such word list(s) (or any additional word list(s)) which may be made available to the Licensee pursuant to clause 7.

2. Free Trial of the Software

- 2.1. Where Medincla has permitted the Licensee to use the Software as part of a Free Trial, Medincla grants to the Licensee a limited, non-exclusive, non-transferable licence to use the Software free of charge solely for the purpose of evaluating whether it wishes to purchase a full licence of the Software. The free trial will only

last for such period as is specified by Medincle and the Licensee may only install and use the Software on such computer systems as are specified by Medincle.

- 2.2. The licence granted under clause 2.1 will terminate automatically at the end of the applicable trial period, unless the Licensee has purchased a license or licences of the Software pursuant to clause 3. If the Licensee has not purchased a license or licences of the Software, the Licensee must make no further use of the Software after the end of the trial period and must delete and erase all copies of the Software from all computer systems on which it has been installed.
- 2.3. If the Licensee wishes to purchase a full licence of the Software, at the end of the trial period, it should contact Medincle using the contact details set out in clause 14.7.

3. **Full Licence of the Software**

- 3.1. On payment of the applicable Licence Fee in full, Medincle grants to the Licensee a limited, non-exclusive, non-transferable and perpetual licence to use the Software, subject to and in accordance with these terms of this Agreement. Each full licence of the Software permits the Licensee to do the following:
 - 3.1.1. install the Software on computer systems owned, leased and/or controlled by the Licensee or (if applicable) its Authorised Users, with a total of not more than four (4) installations per computer or Authorised User;
 - 3.1.2. use the Software, or (where applicable) permit its Authorised Users to use the Software solely in their capacity as personnel or students of the Licensee, and (in either case) solely for the purposes for which it is intended, namely to install the Word List(s) into the relevant third party software programs; and
 - 3.1.3. make reasonable number of copies of the Software for back-up, archival or other security purposes.
- 3.2. The Licensee agrees that the Software (and Word List(s)) may only be used for the purposes of personal research and/ or private use.

4. **Restrictions on the Use of the Software**

- 4.1. The Licensee shall not (and shall procure that its Authorised Users shall not):
 - 4.1.1. use, copy, modify or transfer the Software or any copy, in whole or in part, except as expressly provided for in this Agreement;
 - 4.1.2. use the Software on behalf of third parties or to provide a bureau service;
 - 4.1.3. (except as expressly permitted under this Agreement) use the Software (or any part thereof) commercially or for monetary or other reward or

grant any third party a sub-licence in respect of the Software (or any part thereof);

4.1.4. translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software, except as expressly permitted by applicable law; and

4.1.5. delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software.

5. **Ownership of the Software**

5.1. The Licensee acknowledges and agrees that the Software and all copyright and other intellectual property rights comprised in the Software is and shall remain the property of Medinle (or its licensors) and that the Licensee shall not by virtue of this Agreement obtain or claim any right, title or interest in or to the Software or any copyright or intellectual property rights comprised therein except the limited rights of use granted under clause 2, 3 and 4.

5.2. All rights in the Software not specifically granted by this Agreement are reserved to Medinle. The Licensee shall notify Medinle immediately if it becomes aware of any unauthorised use of the Software or any part of it by any person.

5.3. The Software is licensed only to the Licensee for use by it and (if applicable) by its Authorised Users. Except as expressly permitted by this Agreement, the Licensee may not and its Authorised Users may not, rent, lease, sub-licence, sell, assign, pledge, transfer or otherwise dispose of the Software, on a temporary or permanent basis, without the prior written consent of Medinle.

6. **Word List**

6.1. The Licensee acknowledges and agree that the Word List(s) form an integral part of the Software and is/ are licensed for use on the same terms as the Software. All references in these Terms and Conditions to the Software shall be deemed to include the Word List(s).

6.2. Accordingly, (but without in any way limiting clause 6.1 above) the Licensee acknowledges and agrees that all copyright, database rights and other intellectual property rights in the Word List(s) belong to Medinle (or its licensors) and the Licensee may only use Word List(s) in connection with the Software product as a whole and in accordance with these Terms and Conditions.

7. **Support and Updates**

7.1. Payment of the Licence Fee entitles the Licensee to receive Support and Updates for an initial period of twelve (12) months ("**Initial Period**"). Thereafter the Licensee will only continue to receive Support and Updates if it pays the additional Support

and Updates Fee as set out in the Order Form, and only then in relation to the number of licenses covered by this fee.

7.2. Support shall comprise the ability of the Licensee to submit a reasonable number of technical queries concerning the Software by email to support@medincle.co.uk. On receipt of a request for Support Medincle will use reasonable endeavours to respond within five (5) working days.

7.3. Updates shall comprise access to such updates and new releases to the Software and/ or Word List(s) as Medincle may make available to its Licensees from time to time.

8. **Payment of Fees**

8.1. The Licence Fee and Support and Updates Fee shall be as set out in the Order Form or agreed between the parties and shall be paid in advance by such method(s) as Medincle may reasonably require from time to time.

8.2. Unless otherwise stated the Licence Fee and Support and Updates Fee shall be exclusive of VAT (if applicable) which the Licensee agrees to pay in addition at the applicable rate on receipt of a valid VAT invoice therefor.

9. **Licensee's Undertakings**

9.1. The Licensee agrees to ensure that, prior to use of the Software and/ or Word List(s) by any Authorised User they are notified of the terms of this Agreement and agree to abide by the terms of this Agreement. The Licensee shall be responsible for all use of the Software and Word List(s) which is made by any of its Authorised Users, and for their compliance with the terms of this Agreement.

9.2. The Licensee agrees to reproduce and include all copyright notices (or such other party's copyright notices as specified on the Software) on all and any copies of the Software, including any partial copies of the Software.

10. **Disclaimers**

10.1. The Software and Word List(s) have been made available by Medincle as a tool to assist relevant third party software products, used by the Licensee and (if applicable) its Authorised Users, to access and handle sector specific terms for certain purposes or when performing certain functions (such as, depending on the Medincle software licensed, spellchecking, digital dictation and word prediction).

10.2. However, Medincle does not warrant or guarantee that the Software and/ or Word List(s) will be comprehensive, accurate, up to date or error free. Furthermore, Medincle does not warrant or guarantee that the Software and/ or Word List(s) will be capable of identifying, or that it will correctly identify: (i) the correct spelling required by the user where spellchecking is concerned; or (ii) the word dictated by the user where dictation is concerned; or (iii) the user's intended word where word prediction is concerned.

- 10.3. By using the Software and Word List(s) the Licensee (and any Authorised Users) understand and agree that they remain solely responsible for checking, selecting or using the appropriate terms and words in documents and correspondence which they create.
- 10.4. Accordingly, to the fullest extent permitted by law, Medincle disclaims all responsibility and liability to the Licensee, its Authorised Users and any third party resulting from any user selecting or using incorrect or inappropriate terms or words in any document or correspondence, whether as a result of their use of the Software and/ or Word List(s) or otherwise.

11. **Limited warranty**

- 11.1. During any trial period (as detailed in clause 2), the Software and Word List(s) are provided free of charge for evaluation purposes only and on a "AS IS" basis without any warranties, representations or guarantees of any kind, whether express or implied, all of which are excluded to the fullest extent permitted by law.
- 11.2. If the Licensee purchases a full licence of the Software and Word Lists, Medincle warrants that the Software will for a period of thirty (30) days after the date of purchase (the "**Warranty Period**") perform substantially in accordance with its description published by Medincle. If, pursuant to this clause the Licensee notifies Medincle of any material and demonstrable errors in the Software during the Warranty Period Medincle will (at its option) either: (i) use reasonable endeavours to correct any such errors in the Software; or (ii) refund the Licence Fee to the Licensee. The provisions of this clause 11.2 set out the Licensee's sole remedy and Medincle's entire liability to the Licensee for any breach of the Warranty set out in this clause.
- 11.3. Medincle shall not be liable under the warranty above if the Software fails to operate in accordance with the said warranty as a result of any modification, variation or addition to the Software not performed by Medincle or caused by any abuse, corruption or incorrect use of the Software, including use of the Software with equipment or other software which is incompatible.
- 11.4. The warranty given in clause 11.2 is given in lieu of any other warranties, representations or guarantees of any kind, either express or implied, including, but not limited to, any implied warranties of quality, merchantability, fitness for a particular purpose or ability to achieve a particular result. Medincle does not warrant that the Software will meet the requirements of any Licensee or Authorised User or that its operation will be uninterrupted or error free or that any errors can be corrected.

12. **Limitation of liability**

- 12.1. Save as provided in clause 12.5, in no event will Medincle be liable to the Licensee or to any Authorised User for any lost profits, lost savings, loss of data, loss of business or any indirect, special, incidental or consequential damages arising out of the use of or inability to use the Software and/ or Word List(s), even if Medincle has been advised of the possibility of such damages.

- 12.2. In particular, but without limitation to the generality of clause 12.1, the Licensee and its Authorised Users shall use the Software and Word List(s) and rely on the results and data generated at their own risk and Medinle shall not be liable for any loss or damage howsoever arising directly or indirectly as a result of any use or reliance on the Software or Word List(s).
- 12.3. Subject to clause 12.5, if Medinle is found by any court of competent jurisdiction to be liable to pay damages or compensation in connection with this Agreement its liability shall in no circumstances exceed an amount equal to the Licence Fee and any Support and Updates Fees paid by the Licensee under this Agreement.
- 12.4. The Licensee acknowledges that Medinle could not economically make the Software and Word List(s) available for the stated Licence Fee if it did not limit its liability. Accordingly, the Licensee acknowledges that the limitations and exclusions set out in clause 10 and 12 are reasonable in all the circumstances.
- 12.5. Nothing in this Agreement shall apply to the extent that it limits or excludes Medinle's liability for fraudulent misrepresentation or for death or personal injury due to its negligence.

13. **Term**

- 13.1. This Agreement and the licence granted under clause 3 is effective until terminated. The Licensee may terminate it at any time by deleting or destroying all copies of the Software in its possession or control. It will also terminate upon conditions set out elsewhere in this Agreement or if the Licensee or any of its Authorised Users fail to comply with any term or condition of this Agreement.
- 13.2. Medinle shall have the right, on giving reasonable notice in writing, to terminate the Licensee's right to use the Software (or any particular Word List(s)) in the event that Medinle ceases to have the right to continue to permit the Licensee to use the same.
- 13.3. The Licensee agrees upon termination or expiry of this Agreement for any reason to cease all use of the Software (and procure that its Authorised Users cease all use of the Software) and to delete or destroy all copies of the Software (and any copies of the Word List(s)) in its possession or control.

14. **General**

- 14.1. The Licensee agrees that Medinle shall have the right, after supplying undertakings as to confidentiality, to audit any computer systems on which the Software is installed in order to verify compliance with this Agreement.
- 14.2. This Agreement constitutes the complete and exclusive statement of the Agreement between Medinle and the Licensee with respect to the subject matter of this Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter. The terms of this Agreement may only be varied by agreement in writing.

- 14.3. Any clause in this Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Agreement shall not be affected by that deletion.
- 14.4. 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.
- 14.5. This Agreement is personal to the Licensee and the Licensee may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without MedinCLE's prior written consent.
- 14.6. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 14.7. Any questions concerning the Software, Word List(s) or this Agreement should be sent to MedinCLE using the contact details below:

Address: Lodge House, Springmeadow Lane, Uppermill, OL3 6HW, UK.

Email: contact@medinCLE.co.uk

Website: medinCLE.co.uk

These Terms and Conditions were last updated on 22.11.2021

ANNEX 1

MEDINCLE SOFTWARE PRODUCTS

The MedinCLE Software installs sector specific word lists into certain third party software products to enable those third party software products to access and handle sector specific words when performing certain functions (such as spellchecking, digital dictation and word prediction).

Note: The MedinCLE Software is licensed under the brand "Carescribe" in South Africa.

The MedinCLE Software can currently be used with the following third-party software products:

- Nuance Dragon NaturallySpeaking;
- Philips SpeechExec Pro;
- Windows Speech Recognition;
- Microsoft Word;

- iWork Pages;
- TextHelp Read&Write;
- ClaroRead;
- Inspiration;
- MindManager
- MindGenius
- Mozilla Firefox;
- Google Chrome;
- Conversor Notetalker; and
- MatchWare MindView

The precise functionality will depend on the specific Medincle Software Product licensed. The following six (6) products are currently available:

Product Name	Description
Medincle Spellchecker	Integrates with certain word processors and web-browsers to facilitate access to and handling of biomedical terms/ words for spellchecking.
Medincle Plus	Integrates with certain word processors, web-browsers and dictation software to facilitate access to and handling of biomedical terms/ words for spellchecking, and dictation.
Medincle AT Complete	Integrates with certain word processors, web-browsers, dictation software, mind-mapping tools and word prediction software to facilitate access to and handling of biomedical terms/ words for spellchecking, dictation and word prediction.
Medincle AT Complete (Legal Edition)	Integrates with certain word processors, web-browsers, dictation software, mind-mapping tools and word prediction software to facilitate access to and handling of biomedical and legal terms/ words for spellchecking, dictation and word prediction.
Medincle AT Complete (Eco Edition)	Integrates with certain word processors, web-browsers, dictation software, mind-mapping tools and word prediction software to facilitate access to and handling of geological and botanical terms/ words for spellchecking, dictation and word prediction.

--	--

Notices:

The Word List of biomedical terms was created by MedinCLE Limited. All copyright, database right and other intellectual property rights in the Biomedical Word List belongs to MedinCLE. **Copyright © MedinCLE. 2012 – 2021. All Rights Reserved.**

The Word Lists of legal, geological, and botanical terms is provided by Oxford University Press and is used by MedinCLE under licence. All copyright, database right and other intellectual property rights in the Word List of legal words/ terms belongs to Oxford University Press. **Copyright © Oxford University Press. 2015. All Rights Reserved.**