

What about MedicaGate?

MedicaGateis an advanced web based management software system for Hospital and clinics. It enables physicians and hospital/clinic managers to efficiently manage their hospitals'/clinics' daily operational needs. Designed for a multiple users in a network environment, our comprehensive software services equip hospital and clinical facilities with useful tools to implement a complete medical solution.

MedicaGateis a hospital management System for all the medical professionals to convert their practice to paperless. **MedicaGate**is user friendly software having state-of-the-art features to help medical professionals run their clinic/hospitals with ease. To computerize doctor's clinic this is great software. It generates billing, accounting & Tally integration, medical records, history, examination, treatment function of any small to big hospitals/clinic. The software is useful for all medical practitioners.

MedicaGatehave been designed for customers who require value based solutions at low costs. **MedicaGate**has been designed after extensive study and research into the various aspect of hospital functionality. **MedicaGate**is designed to support all the major features required by a hospital and is designed with a modular architecture which allows a high level of scalability and flexibility for the end user.

MedicaGateis deployed not only on secured private cloud but also available in dual mode with offline facility. We are offering this facility in those areas where the internet connectivity is not available. With **MedicaGate**your business won't stop even if the internet connection does.





Key Benefits (why MedicaGate)

- Move from a paper-based system
- > Faster time to value and rapid delivery of innovation
- Predictable and on-going cost savings
- Agility at the speed of business
- > Total hospital management and visibility
- > Higher user adoption and empowerment
- Improved user workflow and quality of care
- Online patient portal
- > Improve the efficiency of your entire care team
- Error reduction through technology
- > Support of payment, reimbursement and workload accounting requirements
- Advanced analytics
- Improved financial outcomes
- > Improved patient engagement, experience and satisfaction

Strong Inventory Control system to Control Pilferages and Leakages

Hospitals spend close to 25% of their revenue on medicines and consumables. This inventory is spread across the hospital in various wards, OT and in pharmacies. Unless these stock movements are tracked and stocks verified regularly, there is a high possibility of loss, either intentionally or unintentionally.

MedicaGateprovides solutions for close tracking of inventory through many controls. For example, items marked as billable cannot be 'consumed' without any bill. There is facility to track indents for various departments to see which department is asking what consumables at what frequency. Controls can be put in such a way that items are issued only against indents. There is an option to track expiry date of medicines so that unused medicines can be returned well before their expiry dates.

Stock verification at regular intervals is another important function. Tracking of stock adjustments by analyzing breakages and missing items is another way to ensure that these do not go out of hand.





Automated calculation of all payments

MedicaGatealso provides an option for automated calculation of all payments to be made to consulting doctors or referral doctors. We support payment calculations based on very complex rules. For example, we can calculate payments to doctors based on category of patient, specialty of doctor, type of service provided, whether insurance patient or not etc.. The amount can be fixed or calculated as a percentage after deducting some fixed amount. There is also a facility to make adjustments, if any, after the calculations are done.

There is a similar facility available to calculate the payments to be made to outhouses for tests sent to them as well.

<u>Automated Operations that reduce dependability on specific employees</u>

Long term success and growth comes from standardized operations and processes that reduce dependency on knowledge and expertise of specific set of employees. By implementing a product like **MedicaGate**, large hospitals can bring standardization in their systems. As hospitals across the world evolve and bring in new standards, hospitals can be confident that **MedicaGate**will bring those standards to their operations also.

Profitability Analysis and Growth Analysis atDepartment level

MedicaGateprovides many tools to analyze the performance of hospitals. Though there is a lot of data available in **MedicaGate**, unless it is made available for easy analysis, it won't serve any purpose. **MedicaGate**provides two easy ways to achieve the data analysis. One is through the use of Report Builder. Our Report Builder feature does not require any knowledge of databases and table fields. The user can simply select the type of report he wants (whether tabular details report, summary totals report or trend report), date range, pick the fields for reporting, pick the grouping, sorting criteria and then apply filters (like for example report of only revenue from Neurosurgery department).

Another option for data analysis is through the use of Business Intelligence tools. Today there are excellent visualization tools available to display the data of a hospital. **MedicaGate**has partnered with many BI (Business Intelligence) vendors to provide graphically rich analysis facility.



Easier Management of patient, insurance and corporate dues

For many large hospitals, the revenue from insurance and government or corporate sponsored health schemes is becoming a big portion of their revenue. Unless the data is maintained well and presented well, receiving payments from these entities is not easy and it takes time. **MedicaGate**provides many facilities to track the insurance cases. First, it makes sure all the insurance information is collected properly. There is a facility for automatic calculation of co-pay and deductibles based on the insurance company. Each bill item can be split into patient co-pay amount and sponsor amount.

MedicaGatealso comes with the facility to create claims for specific patients by combining all the bills related to that specific treatment and then combine the claims of one insurance company into a claim batch. Using our Report Builder for claims data, hospital can track the pending dues easily.

There is an additional facility to import insurance receipts in Excel files and reconcile easily with the pending insurance claims.

<u>Facilitates growth as hospital processes are standardized and automated</u>

A major challenge many medium size hospitals & clinics face is in growth, as they face many issues in retaining employees. People usually join small hospitals and then they move to bigger hospitals after a few years' experience & understanding of the systems. The only way to keep operations independent of employees is to have a good operations system in place. **MedicaGate**helps in this through implementation of best practices, found insome of the best hospitals. There are many controls and reporting facilities in place that will alert the management. For example, rates are standardized and are not left for individual to decide.

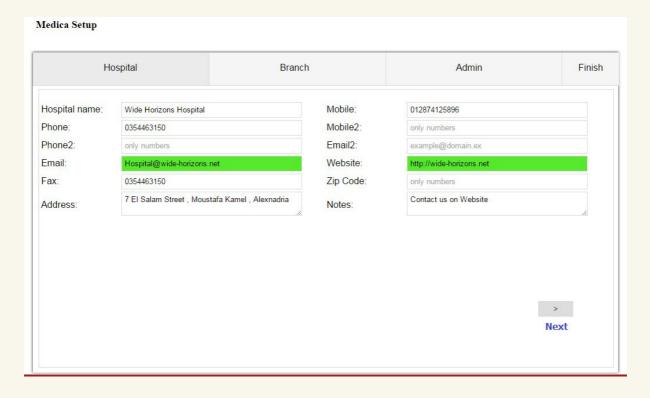
Once the hospital puts in good processes and systems, everyone can focus on better patient care and improving patient satisfaction. That is what leads to growth.

Expanding to new centers or opening additional departments becomes easy once the systems are in place. Training of new people at new centers becomes easy as processes are standardized.



<u>Sleep easy as you have a system that is reliable and remotely supportable</u>

One of the common concerns of many hospital managers is on the availability of good Hospital Management System and how fast they can recover data, in case of any system failure. We know that all electronic systems can fail at some point or the other. It is not about the failure, but how fast can a Hospital Management Systemrecover from failure that matters. With the remote support capability built into**MedicaGate**, our systems are easily recoverable from failures. We advise hospitals on appropriate backup and recovery measures so that they can recover from any issues easily with minimal loss of time and data.





Paperless operations

The main goal of hospitals across the world is to move the patient data into electronic form. Today except for hospitals, most of the data, in banks, retail, schools or government, has been converted to electronic form. It improves speed as there is no physical movement of paper; it improves accountability as there is a trace of when, which action is completed and when the next action is due, and improves data analysis. With the shortage of space in hospitals in developing countries, it makes it inevitable to move all patient data to electronic form sooner or later.

The biggest challenge faced by hospitals in moving to EMR (Electronic Medical Records) is to make doctors and nurses use computers to enter data. In most cases, doctors and nurses feel it takes more time to enter data in computers compared to paper. **MedicaGate**has done a lot of work to address this issue. Our system is supported through Tablets and Smart Phones that makes data entry easier compared to entering through keyboards. We have also worked hard to reduce the number of key strokes needed to enter data. Another facility we provide is easy customization of clinical forms to meet the doctor's needs. This will ensure that the doctors need not change the forms they are using for many years even if they move to electronic form.



MedicaGate Modules

Management

- > Patient
- > Employee
- > Administration
- > Pharmacy
- > Inventory
- > Accounting
- > Radiology
- > Laboratory
- Kitchen (Food and Beverages)
- > Payroll
- > Ambulance
- > Purchasing
- > Alerts and Messaging

Employee

A Direct portal for employee to manage all his related issues including his profile, salary, messages, attendance and reservations in doctor case without a need to login to the management modules.

Patient

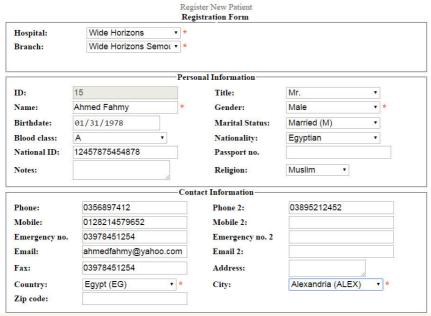
This is the Patient portal where a patientcould manage all his related issues including his profile, reservations, messages and medical history.



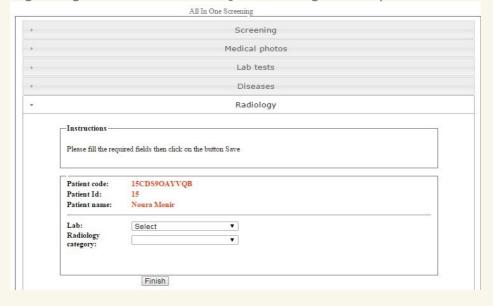
Management - Patient Module (Out Patient and In Patient)

Out Patient

- Doctor Scheduling
- > SMS reminder alerts to patients on appointments
- Registration



- > Token number generation across individual Consultants
- Display outside doctor's chamber regarding patients in waiting
- Printing of smart cards, bar codes, plastic cards with patient photos, Interface to Digital Signature Devices and Queue Management System





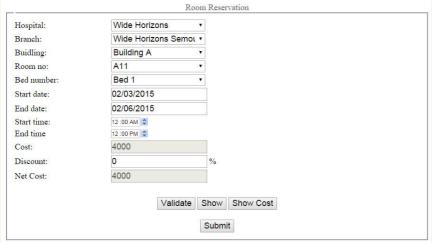
- Outpatient packages handling and working out package margins
- ➤ Billing and Collection (Patient category based rate plans, multiple rate plans for corporate, insurance and government schemes, deposit collection, discounts based on authorization of various people, day book reports,)
- > Conversion of cash bills to credit bills, bills reopening by authorized people
- > Patient payments collection using different payment modes (including bank transfers, coupons, foreign exchange, etc.)
- > Entry of triage information by nurses
- Doctor Consultation (Doctor examination notes, Prescription of Drugs, Investigations and Services)
- > Follow up visit scheduling
- > Uploading generic documents and external Investigation reports into patient EMR
- Review of old clinical history and trend reports of vitals and test values using EMR View
- > Conversion of doctor prescriptions to orders
- > Automatic issue of medicines in pharmacy based on doctor prescription
- Calculation of consulting doctor payments based on rules
- > Out Patient Reports (Doctor Consultation, Scheduled Appointments, Patient Waiting Time, OP Statistic Reports)
- Audit log

Patient File	
Patient Profile	
Medical Hitory	
Screening	
Medical Photos	
Diseases	
Lab	
Radiology	
Clinics Reservation	
Room Reservation	
Operation Reservation	
Vaccination	



In Patient

- Operations or surgery scheduling
- > Alerts to patients on appointments using alerts and messages, appointment reminders
- Registration from scheduling, direct In-Patient registration, and Conversion of OP to IP
- Printing of smart cards, bar codes, plastic cards with patient photos, patient label print, interface to digital signature devices
- New case file generation, tracking and handing over of case files



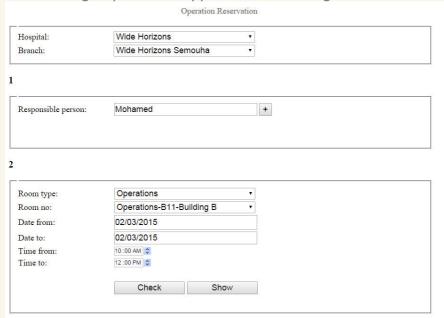
- > IP Package Handling and Package Margin calculations
- Handling Insurance Patients
- ➤ Billing and Collection (patient category based rate plans, multiple rate plans for corporate, insurance and government schemes, deposit collection and realization, discounts based on authorization of various people, Patient Custom Period Expense Statement, Various Formats of Bill Prints such as detailed, Summary etc., Handling Billing Status like Open, Finalized and Closed)
- > Patient Payments collection using different payment modes (including bank transfers, coupons, foreigncurrency, etc.)

Add Patient Medical Hisotory	
Choose from the following choise1 choise2 choise3	
answer the following question question1	
	Save

- Allocating Beds Transfer Shifting (Rules based auto calculation of bed charges during Shifting)
- > Facility of bed allocation to relatives of patients
- Bed Maintenance
- Doctor visit activities, diet prescription, treatment sheet
- Doctor Standing Instructions for Medicine, Investigation, Diet Prescription/ Vitals capturing



- Clinical Data Capturing using Hospital Specific Forms
- > Nurses Activity tracking (Nurse Notes, Doctor Instruction Follow-up, medication charts, vitals, intake-output)
- > Writing of progress notes, Doctor's Monitoring Nurses Activities against the patients from Remote Location
- > Automatic issue of medicines by pharmacy based on doctor's prescription
- > Uploading Generic documents and other supportive documents
- Comprehensive Discharge summary with various templates. Automatic entry of doctor visits, tests and medicines provided into discharge summary (Supports -Discharge Types, Discharge Summary Status)
- > Patient Settlement / Insurance Claim
- Discharge upon Prior Approval From Billing

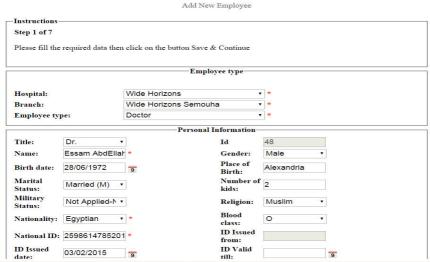




Management - Employee Module

MedicaGate is so much more than just a roistering tool. We've solved the everyday HR problems involved in running a hospital business. You can quickly create new employee records to maintain contact and employment information all in one place.

- > Personal profile
- > Keep documented records of all employees' required papers (ID, passport, profile picture, driving license, contract.....etc.)



- Medical record including information on social circumstances and lifestyle as well as medical and family history
- Employee courses, training centers, course description, and upload certificates images
- Work History
- Siblings
- Employee's Shifts
- Assign Employee To Branch
- Educational History

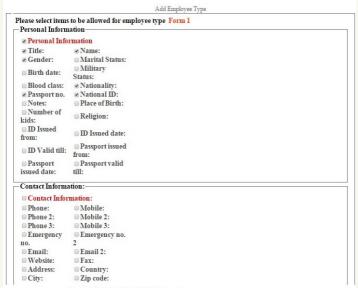




Management - Administration Module

Admin Utility is one of the value added modules available in **MedicaGate**. It works as a back bone function to addall basic parameters used in all other modules

Parameters: Country, City, Currency, Nationality, Religion, Title, Marital Status, Military Status, Relationship Type, Rank, Authority, Specialty, Vaccinations, Types of Drugs, Drug Concentrations, Prescription, Blood Class, Operation Type, Operation Expense Term, Complications, Education Level, Examination, Insurance Company, Employee Form, Job Type, Radiology Lab, Branches, Clinic, Clinic Shifts, Employee Shifts, Department, Diseases, Lab, Building, Floor, Room, Room Class, Room Number, Room Type, Room Preparation, Room Expense



- > Create employee's and patient's Medical Form
- Privileges section for users
- All needed reports including analytical charts





Management - Pharmacy Module

- Provide various options for managing a pharmacy within a hospital
- > Various options for managing stock, indent placement, expiry date management and other related information



- > Various features for handling the different stock issue and replenishment procedures which are required for the many hundreds of items which are stored in the pharmacy
- > Direct Pharmacy Sales (Hospital & Retail), Issue to Patient, and Issue to User
- Pending prescriptions, Estimates for pharmacy bills



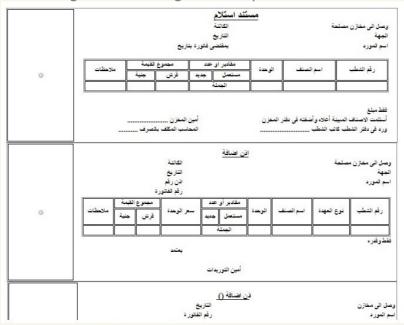


Management - Inventory Module

- > Item master with item categories, Unit of measure, package type and package quantity
- Unlimited number of stores with facility to define whether store can sell or not and link to collection counters
- > Indent Process by various users (Generation, Approval, Processing and Acceptance)



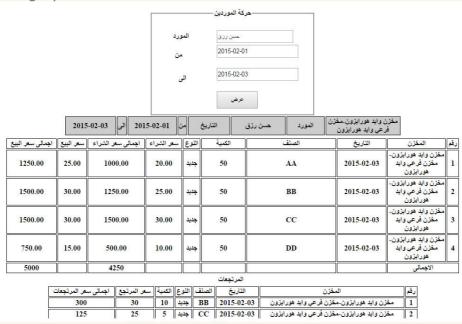
- > Stock Transfer, Gate Pass Generation, Stock acceptance
- > Stock Quantity Adjustment
- Min, Max, Danger, Reorder Level Handling for items in individual stores
- > Reordering of items using various options



- Direct Stock Entry / Stock Entry using P.O (Handling Batch and Serial Number items) with Barcode generation facility
- > Facility of different types of units of measure for procurement and issue
- Facility for mark up of inventory items for internal usage and billing
- > Cash, Credit, Insurance and Add to Hospital Bill options
- > Sales Return / User Return / Patient Return handling
- ➤ Supplier Returns Replacement and Debit Note options
- Automatic accounting of consumables for Services / Tests



> Multiple Store concept, Sub Stores, Categorizing Items and Stores using Item category



- Asset Approval, Assets Maintenance, Asset Tracking, Automatic / Manual check point facility for Stock Checking.
- > Stock Details and Purchase detail reports, Stock Movement, Stock Transfer, Sales/Issue Reports Store Report Builder Facility
- Audit Log





Management - Accounting Module

- > Insight, convenience, and workflow efficiency that will save you time and money
- > Achieve sound financial management, from general ledger journals to sophisticated fiscal reporting and monitoring —wherever you do business.



- > Financial management over the entire hospital operation
- > Overall profit and loss details



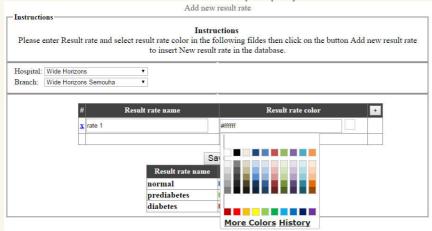
> Controls and effectively manages the entire monetary flow, providing transparency and accountability which takes your business to the path of growth



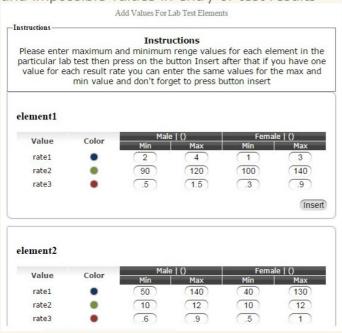


Management - Laboratory and Radiology Modules

- Scheduling or appointment booking for Services
- Registration from Scheduling
- Direct Registration for Lab and Radiology Services
- Ordering investigations and/or converting investigation prescriptions as order
- ➤ Billing and Collection (patient category based rate plans, multiple rate plans for corporate, insurance and government schemes, deposit collection, discounts based on authorization of various people)

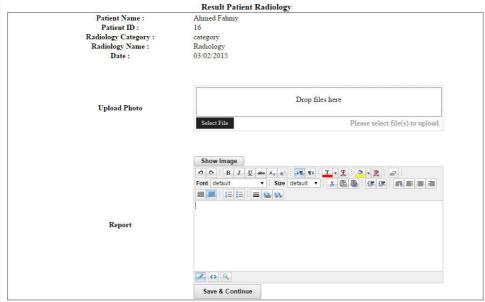


- > Patient Payments collection using different payment modes (including bank transfers, coupons, etc.)
- > Sample processing (auto barcode generation and printing, label printing; sample assertion, sample source, sample/specimen condition, sample recollection)
- > Gender and age specific automatic status update of normal, abnormal, critical and impossible values in entry of test results





- Out house tests handling (Out House Sample Print with barcode, Out House Payments Auto Calculation)
- > Handling incoming patients from outside lab/ hospitals and payment calculation
- ➤ Inventory control of Lab Reagents, X-ray Films, Service Consumables
- Manual Test Result Entry / Interface with Uni and Bi-Directional Equipment , Third Party Imaging Solutions
- Signoff Reports, Combining Reports
- Details on to whom reports were handed over and at what time, report printout counts tracking
- > Alert SMS's on reports readiness to patients
- Automatic accounting of consumables
- Trend reports on lab results.



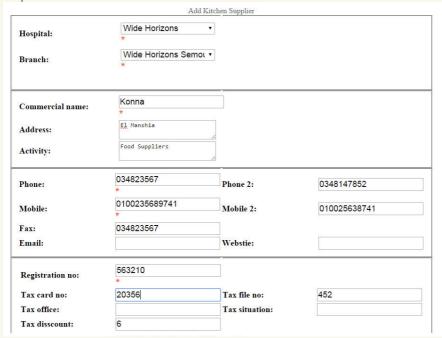
- > Control reports for lab accreditation (Conduction, Assertion, Prescription, Handover Turnaround Time Reports
- > Audit log



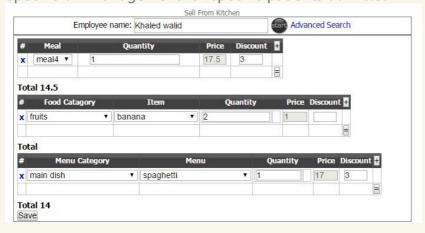


Management -Kitchen (Food and Beverages) Module

- Manage the various aspect of a hospitals food and beverage management system
- > A critical function which includes canteen management
- Keep track of various account heads in a kitchen (Food and Beverages) department



- Canteen bill creation and management
- Patient wise billing of specific diets which are designed for a particular type of patient
- Centralized management of various types of items which are created for general hospital visitors and our patients who must follow a patient specific diet
- > Automation of critical Food and Beverage management functions which previously involved manual task management
- Specific bill management for specific patients admitted in hospital





Management - Payroll Module

MedicaGate has a payroll management system which is used for managing the various aspects of payroll within a hospital.

- Employee access control
- Employee time management and working hours calculation which are inbuilt into the payroll



- Calculation of statutory compliances which include Provident Fund, Professional Tax and Income Tax
- Automation of Data Entry Tasks through simplified data management and direct file import functions
- Customized reporting formats for various types of payroll heads including salary, taxation, and provident fund management.
- Our payroll management module can be integrated with minimal effort and can be used for managing various payroll requirements which occur within the hospital on a daily basis



Leave management, Perquisite calculation and adjustments, Approval management, Salary processing and pay slip generation



- Manual overrides of critical functions have been built into the system to compensate for errors or special circumstances which may arise on a day to day basis
- > The transaction module in the payroll software also generates and prepares pay slips which are in accordance with statutory regulations laid down by the government
- Provide compatible salary tables for bank utilization in diverse formats based on client needs
- > Various functions of reporting and information presentation
- Any type of report format can be generated or exported based on the user requirements by sorting under various heads or specific parameters as defined by the end user. This gives unmatched flexibility to the user to generate any kind of complex report in a very short time span
- > Highly Versatile and user friendly
- Varied level access control
- Rapid processing of payroll through single click solutions
- Highly rich contextual help modules which aid users in rapidly performing complex tasks easily
- > Total regulatory compliance with all existing government rules and regulations
- > Highly adaptable design for scaling up the software to meet future expansion needs
- Wide range of module for various aspects of payroll monitoring including time management, income tax calculation etc.





Management - Ambulance and Transport Module

Maintaining emergency call register to record the phone calls for emergency requests with conditions



> Recording ambulance service / trips to the patients along with Ambulance number, start date-time, end date-time



- > Reports on emergency call list, ambulatory service list with report builder facility
- > Register cars in details and track their activities and orders through daily reports
- Duty schedules for ambulances





Management - Purchasing Module

- > Provide you with various tools available for managing purchases
- Schedules and manages various aspects like purchase order management and all other related information
- Generation of P.O from Reordering / Direct P.O Generation
- P.O Approval



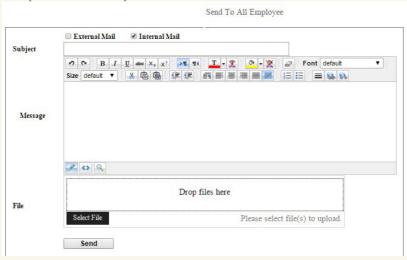
> Warn about inventory items reaching minimum number required and print a purchase order with the required amount to order





Management - Alerts and Messaging System Module

- > Alerts on Lab reports ready
- > Patient admission alerts to respective doctors and administration department
- > Alert SMS to patient on their appointment status and appointment reminders
- Alert message on patient discharge to the billing department
- > SMS reminders to consultants on their OP appointments
- > Facility to send marketing messages via Email, SMS to patients on department, doctor wise
- > Two way communication covering messaging in-between Employee/ Employee, Employee/Patient, Management/Employee, and Management/Patient through internal messaging system (Personal page on MedicaGate) or external one (Private email)





Software License Terms & Conditions

These Software License Terms and Conditions ("**Terms & Conditions**") govern the grant of a software license by Wide Horizons ("**Licensor**").

License Agreement executed by the **Licensor** and a Licensee identified therein. All Section references in these Terms and Conditions shall be references to provisions in these Terms and Conditions unless explicitly stated otherwise.

- 1) **DEFINITIONS:** As used in the Agreement, these terms shall have the following definitions:
 - 1.1) "**Agreement**" means collectively (i) these Terms and Conditions, and (ii) the Software License Agreement.
 - 1.2) "**Effective Date**" means the date indicated as the Effective Date in Section 1 of the Software License Agreement.
 - 1.3) "**Licensed Software**" means the software identified as the Licensed Software in Section 1 of the Software License Agreement, including all Updates and Upgrades provided in accordance with Section 2.7 below.
 - 1.4) "**Licensee**" means the party identified as the Licensee in Section 1 of the Software License Agreement.
 - 1.5) "Licensee Products" means those software products of Licensee, if any, that incorporate the Licensed Software.
 - 1.6) "**Software License Agreement**" means the particular Software License Agreement to which these Terms and Conditions are attached and incorporated into by reference.
 - 1.7) "**Updates**" and "**Upgrades**" have the meanings given in Section 2.7 below.

2) LICENSE RIGHTS AND LIMITATIONS

2.1) **Internal Use License:** Subject to the terms and conditions of the Agreement and Licensee's compliance therewith, Licensor hereby grants to Licensee a non-exclusive, non-transferable, worldwide license to use the Software solely for the internal business purposes of Licensee.



- 2.2) **Redistribution Rights:** Only if Section 2.2 of the Software License Agreement indicates that Licensee has Redistribution Rights, then, subject to the terms and conditions of the Agreement and Licensee's compliance therewith, Licensor hereby grants to Licensee a non-exclusive, non-transferable, worldwide license to distribute through multiple tiers of distribution a number of copiesof the object code version of the Licensed Software (including object code versions compiled by Licensee if it has obtained a source code license) indicated in Section 2.2 of the Software License Agreement solely as incorporated in the Licensee Products. Object code versions compiled by Licensee from source code may be so redistributed if Licensee has obtained Redistribution Rights and a license to use the source code version of the Licensed Software hereunder. Licensee shall only redistribute the Licensed Software subject to an end user license agreement containing terms and conditions that are at least as protective of Licensor's interests as the terms of the Agreement. IN NOCIRCUMSTANCES MAY SOURCE CODE OR DOCUMENTATION BE REDISTRIBUTED BY LICENSEE.
- 2.3) **Source Code:** The license granted to Licensee hereunder is only to use the object code version of the Licensed Software unless Section 2.3 of the Software License Agreement indicates that Licensee has obtained a source code license. In that case, the source code version may only be used by that number of individuals for which Licensee has purchased Single-User licenses for the source code as indicated in Section 2.3 of the Software License Agreement. Object code compiled from Licensee's use of the source code shall be subject to all of the restrictions and limitations on Licensed Software hereunder.
- 2.4) **Number of Single-User Licenses:** Unless Section 2.4 of the Software License Agreement expressly states that the number of users of the Licensed Software is unlimited, then the use of the Licensed Software by Licensee is limited to the number of Single Users indicated in Section 2.4 of theSoftware License Agreement and for which Licensee has paid Licensor license fees. For each Single-User license, one individual may install and use the Licensed Materials on an unlimited number of computers provided that only that individual may use the Licensed Software and only one copy of the Licensed Software is in use at any one time. A separate license is required for each additional individual user. The restriction on the number of Single-User licenses does not restrict the number of copies of Licensed Software that may be redistributed in accordance with Section 2.2 if Redistribution Rights are granted under the Software License Agreement.



2.5) Additional Restrictions:

- a) The Licensed Software may not be sold, leased, assigned, loaned or otherwise transferred or provided to a third party, except that (a) if Licensee has been granted Redistribution Rights pursuant to Section 2.2, then it may redistribute object code versions of the Licensed Software solely in accordance with Section 2.2, and (b) the Agreement may be assigned in the circumstances described in Section 11.8. Licensee may not use the Licensed Software to provide services to third parties, including hosted application services, or to otherwise operate a services bureau.
- b) The Licensed Software may not be modified by Licensee unless Licensor obtains a license to the source code version of the Licensed Software in accordance with Section 2.3.
- c) Licensee is not permitted to make copies of the Licensed Software or Documentation, other than that number of copies which is necessary to exercise Licensee's rights granted hereunder. Licensee shall maintain a record of the location of all permitted copies.
- d) THE LICENSED SOFTWARE IS NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SYSTEM OR APPLICATIONCOULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G., MEDICAL SYSTEMS, LIFE-SUSTAINING OR LIFE-SAVING SYSTEMS).
- e) Licensee's use of the License Software shall be subject to the additional restrictions set forth in Section 2.5(e) of the Software License Agreement, if any.
- 2.6) **Documentation License:** Licensor hereby grants to Licensee a non-transferable, nonexclusive, world-wide license to use any materials and documentation that Licensor may provide with the Licensed Software (the "Documentation"), if any, solely in connection with Licensee's authorized use of the Licensed Software.
- 2.7) **Updates and Upgrades:** Licensee acknowledges and agrees that, Licensor offer traditional maintenance and support services with respect to the Licensed Software. If, however, Licensor makes any Updates and Upgrades to the Licensed Software generally publicly available during the Maintenance Term identified in Section 2.7 of the Software License Agreement (including posting under some form of public use license), and Licensee is The current with the payment of all fees to Licensor, then Licensee will be entitled to obtain such Updates and Upgrades which will be deemed Licensed Software (and subject to the terms of the Agreement) for no additional fees. Licensee acknowledges and agrees that notwithstanding the foregoing, Licensor is not obligated to make any Updates or Upgrades generally publicly available.



"Updates" means any "bug" fixes or error corrections of the Licensed Software or any component thereof. "Upgrades" means minor enhancements to functionality and other minor modifications to the Licensed Software that are not Updates.

- 2.8) Licensor Intellectual Property Rights: Licensee agrees that the Licensed Software and Documentation, including the structure, sequence and organization of the Licensed Software are proprietary and confidential to Licensor, and Licensee will take all reasonable measures to protect the confidentiality of the Licensed Software and Documentation unless, and to the extent, Licensor makesthem available to the public without such restrictions. Licensee further agrees that all right, title and interest in and to the Licensed Software (and all intellectual property rights embodied therein) or any modification or improvement thereof made by Licensor is proprietary to Licensor. All rights therein notexpressly granted to Licensee under the Agreement are reserved by Licensor.
- 2.9) **Licensee Intellectual Property Rights:** Licensor acknowledges that nothing herein shall grant Licensor any rights in Licensee Products or any intellectual property rights associated therewith.
- 3) **LICENSEE'S OBLIGATIONS:** Except as expressly set forth in the Agreement otherwise, Licensee agrees: (a) not to remove from any copies of the Licensed Software or Documentation any product identification, copyright or other notices; and (b) not to reproduce, modify, translate or create derivative works of all or any portion of the Licensed Software except as expressly permitted by the Agreement. Licensee further agrees that it shall not make any use of the Licensed Software and Documentation except as specifically permitted by the Agreement.
- 4) **DELIVERY:** Licensor shall deliver the Licensed Software in accordance with Section 4 of the Software License Agreement.
- 5) **PAYMENT TERMS:** Licensee shall pay the fees to Licensor as stated in Section 5 of the Software License Agreement ("Fees") on the due date(s) indicated therein. Such Fee(s) are exclusive of any municipal or other governmental taxes, duties, licenses, fees, excises or tariffs ("Charges") imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Licensed Software. Licensee agrees to pay, and to indemnify and hold Licensor harmless from such Charges; provided, however, Licensee shall not be responsible for taxes based on Licensor's income.

Licensee shall, if applicable, provide an exemption certificate acceptable to Licensor and the applicable authority as necessary. All amounts payable hereunder by Licensee shall be payable in United States funds without deductions for taxes, assessments, fees, or charges of any kind. Checks shall be made payable to **Wide Horizons**.



- 6) **REPORTS AND AUDIT:** No more than once annually and upon reasonable prior notice, Licensor may audit Licensee's usage and records to ensure that Licensee is using the Licensed Software in compliance with the Agreement. Any such audit will be conducted during regular business hours at Licensee's offices and shall not interfere unreasonably with Licensee's business activities. If an audit reveals that Licensee has underpaid the total fees due for the audited period by more than five percent (5%) or other material non-compliance with the Agreement, then Licensee shall pay Licensor's costs of conducting the audit, as well as any underpaid amount within thirty (30) days of notice from Licensor.
- 7) **WARRANTY DISCLAIMER:** THE LICENSED SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS." LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS RELATING TO THE LICENSED SOFTWARE, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY EXCLUDES THE WARRANTY OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. LICENSOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL SATISFY LICENSEE'S REQUIREMENTS, THAT THE LICENSED SOFTWARE IS WITHOUT DEFECT OR ERROR OR THAT OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED.
- 8) **LIMITATION OF LIABILITY:** LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9) **INDEMNIFICATION**: Licensee shall indemnify and hold harmless System, Wide Horizons, their Regents, officers, agents and employees from and against any claims, demands, or causes of action whatsoever relating to the Agreement, including without limitation those arising on account of Licensee's use of the Licensed Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its permitted sub licensees, if any, its subsidiaries or their officers, employees, agents or representatives.

10) TERM AND TERMINATION

10.1) **Term:** The term of the Agreement shall commence on the Effective Date and shall continue for the period indicated as the Term in Section 10.1 of the Software License Agreement, unless terminated earlier as set forth below.



- 10.2) **Termination for Breach**: Either party may terminate the Agreement immediately for a material breach by the other party if such material breach of any provision under the Agreement is not cured within thirty (30) business days after receipt of written notice of breach by the non-breaching party.
- 10.3) **Effect of Termination:** At the termination or expiration of the Agreement, (a) Licensee must destroy all copies of the Licensed Software (except those already incorporated into Licensee Products); provided, however, that Licensee may keep a reasonable number of copies of the LicensedSoftware, solely to support customers that have previously purchased the Licensee Products; (b) all fees due to Licensor shall immediately become due and payable by Licensee to Licensor; and (c) provided that Licensee's customers are in compliance with their end user license agreements, all customers may continue to use the Licensed Software as incorporated in the Licensee Products. The following terms of the Agreement shall survive any expiration or termination: Sections 1 (Definitions), 2.8 (Licensor Intellectual Property Rights), 2.9 (Licensee Intellectual Property Rights), 3 (Licensee's Obligations), 5 (Payment Terms) with respect to any payment obligations that accrued prior to termination or expiration of the Agreement, 7 (Warranty Disclaimer), 8 (Limitation of Liability), 9 (Indemnification), 10 (Term and Termination), and 11 (General Provisions).

11) GENERAL PROVISIONS

- 11.1) **Use of Names**: Licensee may use the name "**Wide Horizons**" only in connection with factually based materials related to its use of the Licensed Software; provided, however, that Licensee may not use the name of System or **Wide Horizons** in connection with any name, brand or trademark related to Licensee Products. Licensor may use Licensee's name only in connection with factually based Licensor publicity related to Licensor intellectual property and commercialization activities and achievements.
- 11.2) **Notices**: Any notice or reports required or permitted to be given under the Agreement shall be given in writing and shall be delivered in a manner that provides confirmation or acknowledgement of delivery. Notices to Licensor shall be sent to the address set forth in Section 5. Notices to Licensee shall be sent to the address set forth in Section 11.2 of the Software License Agreement.
- 11.3) **Export Regulations**: Neither Licensor nor Licensee shall export, directly or indirectly, any information acquired under the Agreement or any Licensed Software utilizing any such information to any country for which the Egyptian Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.



- 11.4) **Severability:** If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of the Agreement shall not be affected thereby.
- 11.5) **Headings**: The paragraph headings and captions of the Agreement are included merely for convenience of reference and are not to be considered part of, or to be used in interpreting the Agreement and in no way limit or affect any of the contents of the Agreement or its provisions.
- 11.6) **Governing Law:** The Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of Egypt as applied to transactions taking place wholly within Egypt between Egyptian residents.
- 11.7) **Jurisdiction and Venue:** Alexandria Courts with its different levels shall have exclusive venue over any dispute arising out of the Agreement, and Licensee hereby consents to the order of such courts.
- 11.8) **Assignment**: Licensee shall not directly or indirectly sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the Agreement without the prior written consent of Licensor, which consent will not be unreasonably withheld. In the event that Licensor consents to an assignment, there will be a license assignment fee imposed by Licensor in the amount set forth in Section 11.8 of the Software License Agreement. In no event will Licensor assign Licensed Software or Documentation to Licensee. Assignments shall include assignments or transfers of the Agreement as part of a corporate reorganization, consolidation, merger or sale of substantially all assets or any other change of control.
- 11.9) **Relationship of the Parties**: Nothing contained in the Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever. The Agreement confers no rights upon either party except those expressly granted herein.
- 11.10) **Counterparts:** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



- 11.11) **Entire Agreement:** The Agreement is the complete, entire, final and exclusive statement of the terms and conditions of the agreement between the parties. The Agreement supersedes, and the terms of the Agreement govern, any prior or collateral agreements between the parties with respect to the subject matter hereof. The Agreement may not be modified except in a writing executed by duly authorized representatives of the parties. The terms and conditions of the Agreement shall prevail notwithstanding any variance with the terms and conditions of any other instrument submitted by Licensee.
- 11.12) **Egyptian Government End Users:** The Licensed Software is a "commercial item" that goes under the Egyptian laws and constitution covering such deals in "commercial computer software" and "commercial computer software documentation, allEgyptian Government End Users acquire the Licensed Software with only those rightsas set forth herein.