Software Licence Agreement Between InferMed and San Mateo Medical Centre

LICENCE AGREEMENT TO USE AREZZO

THIS AC	GREEMENT dated is	between:
1.	INFERMED LIMITED ("InferMed"), a company	incorporated in England & Wales, whose
	registered office is at 25 Bedford Square, London, \	NC1B 3HW.
2.	San Mateo Medical Centre ("LICENSEE") of 222	W 39th Ave San Mateo, CA 94403-4364
	USA.	

WHEREAS:

- A. InferMed has developed and owns all necessary rights in computer software technology known as AREZZO (as defined below).
- B. LICENSEE wishes to acquire a licence to use AREZZO and InferMed is willing to grant such a licence, in accordance with the provisions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. Licence

InferMed hereby grants to LICENSEE, and LICENSEE hereby accepts, a non-exclusive non-transferrable licence under the InferMed Property (as defined below) to use AREZZO, subject to and in accordance with the provisions of this Agreement, for as long as this Agreement continues in force.

2. Payments

In consideration of the licence granted by InferMed under this Agreement, LICENSEE shall pay to InferMed the amounts described in Schedule 3 and in accordance with the provisions of that Schedule and the other provisions of the Agreement to which this Exhibit is attached.

3. Terms and Conditions

The provisions of the following Schedules shall form part of this Agreement as if set out here:

Schedule 1 - Definitions, Terms and Conditions applicable to this Agreement

Schedule 2 - Specification for Authorised Equipment

Schedule 3 - Licence Payments and Payment Terms

Schedule 4 – Description of AREZZO

AGREED by the parties through their authorised signatories:

Software Licence Agreement Between InferMed and San Mateo Medical Centre

	For and on behalf of InferMed	For and on behalf of LICENSEE
Signed:	T.W. Hoto	Signed:
Name:	T ALAN MOSTGOMERY	Name:
Title:	Chairman and Director	Title:
Date:	2nd December 2010	Date:

Software Licence Agreement Between InferMed and San Mateo Medical Centre

SCHEDULE 1 - Definitions, Terms and Conditions applying to this Agreement

1. **Definitions**

In this Agreement the following words shall have the following meanings, unless the context 1.1 requires otherwise:

Affiliate

Any entity or person that controls, is controlled by, or is under common control with a Party. For this definition, "control" shall mean direct or indirect beneficial ownership of 50% (or outside a Party's home territory, such lesser amount as is the maximum permitted level of foreign investment) or more of the share capital, stock or other interest carrying the right to vote or to distribution of profits of that entity or person.

this Agreement

The Licence Agreement of which this Schedule 1 forms part, together with Schedules 2 to 4.

Authorised Centre Authorised Equipment Authorised User

Premises of LICENSEE or other premises as may be agreed by InferMed. Computer equipment which has the specification described in Schedule 2. LICENSEE representatives who are notified to InferMed from time to time and who meet the following criteria:

The person has received appropriate training in the use of AREZZO; í. Any other person who has been agreed in writing between the ii. parties to be an Authorised User.

Commencement Date

_, otherwise date of the latest signature hereto.

AREZZO

The software described in Schedule 4, including documentation and any information provided by InferMed to LICENSEE for use with that software under this Agreement and including any upgrades or corrected or customised materials provided to LICENSEE under the Maintenance and Technical Support Agreement.

AREZZO Performer

The software described in Schedule 4, which LICENSEE or Authorised Users may provide for use in deploying and executing AREZZO applications. Such use may be at locations other than Authorised Centres if permitted under this Agreement.

InferMed Property

Any and all copyright and other intellectual property owned or controlled by InferMed.

Maintenance and **Technical Support**

A maintenance and technical support agreement to be entered into between InferMed and LICENSEE on the date of this Agreement in the form attached to this Agreement.

Agreement **Parties**

InferMed and LICENSEE, and "Party" shall mean either of them.

The definitions set out in this Schedule 1 shall apply to all parts of this Agreement, 1.2

Software Licence Agreement Between InferMed and San Mateo Medical Centre

2. Licence

- 2.1 Grant of licence.
- 2.1.1 Licence to LICENSEE. InferMed hereby grants to LICENSEE, and LICENSEE hereby accepts, a non-exclusive licence under the InferMed Property to use AREZZO, but only:
 - at the Authorised Centres or, in respect of AREZZO Performer only, at other locations;
 - upon the Authorised Equipment;
 - in object code form;
 - with use being limited to LICENSEE's own business;
 - with access to, and use of AREZZO, being limited to the Authorised Users and their clerical staff excepting for applications of AREZZO Performer;
 - with usage always involving a human user (i.e. AREZZO provides decision support and may not be deployed in a fully automated "closed loop" application), without the written consent of InferMed;
 - subject to, and in accordance with, the provisions of this Agreement, and only for as long as this Agreement continues in force.
- 2.2 Installation and support. The Parties will enter into the Maintenance and Technical Support Agreement forthwith on entering into this Agreement. Under the terms of the Maintenance and Technical Support Agreement, InferMed will deliver AREZZO to LICENSEE at such time or times as may be agreed with LICENSEE. Unless otherwise agreed, InferMed will not be responsible for installing AREZZO, which InferMed will provide in a form that supports end-user installation on Authorised Equipment.
- 2.3 Copying. LICENSEE may make only so many copies of AREZZO as are reasonably necessary for operational security and use. Such copies and the media on which they are stored shall be the property of InferMed and LICENSEE shall ensure that all such copies bear InferMed's proprietary notices. The licence granted under Clause 2.1 shall apply to all such copies as it applies to the materials provided by InferMed to LICENSEE under this Agreement.
- 2.4 Security. LICENSEE shall during the continuance of this Agreement:
 - effect and maintain adequate security measures to safeguard AREZZO from access or use by any unauthorised person;
 - (b) retain AREZZO and all copies thereof under LICENSEE's effective control;
 - (c) maintain a full and accurate record of LICENSEE's copying and disclosure of AREZZO and shall produce such record to InferMed on request from time to time; and
 - (d) on a quarterly basis provide to InferMed a list of those non-Authorised Centres in which applications based on AREZZO Performer are installed.
- 2.5 Decompilation etc.

Software Licence Agreement Between InferMed and San Mateo Medical Centre

- 2.5.1 LICENSEE shall not alter, modify, adapt or translate the whole or any part of AREZZO in any way whatever nor permit the whole or any part thereof to be combined with or become incorporated in any other computer programs, nor decompile, disassemble or reverse engineer the same nor attempt to do any of such things, except to the extent and in the circumstances that any of these things is expressly required to be permitted by applicable law.
- 2.5.2 To the extent that applicable law grants LICENSEE the right to decompile AREZZO or AREZZO Performer in order to obtain information necessary to render them interoperable with other computer programs used by LICENSEE, InferMed hereby undertakes to make that information readily available to LICENSEE. InferMed shall have the right to impose reasonable conditions such as a reasonable fee for doing so. In order to ensure that LICENSEE receives the appropriate information, LICENSEE must first give InferMed sufficient details of LICENSEE's objectives and the other software concerned. Requests for the appropriate information should be given by notice to InferMed in accordance with this Agreement.
- 2.6 References. At the request of InferMed from time to time, LICENSEE will, to the extent that this is compatible with law and with LICENSEE's business interests, procure that its staff will cooperate with InferMed to create and approve initial press release material and subsequently provide references and information as to their practical experience of using AREZZO to potential and actual licensees nominated by InferMed.

2.7 Use of AREZZO

- 2.7.1 LICENSEE shall not permit any person except Authorised Users to use or have access to any part of AREZZO, and shall take all practicable steps to prevent any access to AREZZO by any other person.
- 2.7.2 LICENSEE shall ensure that each Authorised User is made aware of the restrictions on the use of AREZZO under this Agreement and that in particular (but without limitation) the attention of each Authorised User is drawn to the acknowledgement at Clause 5.5.

3. Payments

- 3.1 In consideration of the licence granted by InferMed under this Agreement, LICENSEE shall pay to InferMed the amounts described in Schedule 3 and in accordance with the provisions of that Schedule, subject to the not to exceed amount in Section 3 of the Agreement Between the County of San Mateo And Infermed, Ltd., to which this exhibit is attached. Payments will be made against InferMed's invoice.
- 3.2 All sums due under this Agreement:
 - a. are exclusive of Value Added Tax which where applicable will be paid by LICENSEE to InferMed in addition;

Software Licence Agreement Between InferMed and San Mateo Medical Centre

- b. shall be paid in by direct credit transfer to a bank account notified to LICENSEE on InferMed's invoice or as otherwise agreed in writing with InferMed; and
- c. shall be made without deduction of income tax or other taxes charges or duties that may be imposed, except insofar as LICENSEE is required to deduct the same to comply with applicable laws. The Parties shall cooperate and take all steps reasonably and lawfully available to them, at the expense of InferMed, to avoid deducting such taxes and to obtain double taxation relief. If LICENSEE is required to make any such deduction it shall provide InferMed with such certificates or other documents as it can reasonably obtain to enable InferMed to obtain appropriate relief from double taxation, but if that is not possible LICENSEE shall pay to InferMed such sum as, after the deduction, equals the amount that would otherwise be payable.

4. Rights in the Software

- 4.1. LICENSEE acknowledges that the copyright and all other intellectual property rights in the Software and the Documentation belong exclusively to InferMed, and LICENSEE shall not do anything which might bring into question InferMed's ownership of those rights or their validity.
- 4.2. LICENSEE shall ensure that any copy of the Software or the Documentation which it makes shall bear the same copyright and other proprietary notices as those on the original copies supplied by InferMed to LICENSEE, and shall not alter or obliterate any such notice.
- 4.3. The Software and the Documentation contain confidential information of InferMed, and LICENSEE shall not at any time (either during the Term or after the termination of this Agreement):
 - a. disclose to any person, except the LICENSEE's properly qualified, trained and authorised employees who need to have access to the information; or
 - b. use for any unauthorised purpose,

any information contained in or concerning the Software or the Documentation, except to the extent that the information is at the date when it is disclosed to LICENSEE or at any time after that date through no fault of LICENSEE becomes public knowledge, and LICENSEE shall accordingly ensure that each of its employees is instructed as to the confidential nature of such information, and take all practical steps to prevent its unauthorised disclosure or use.

5. Warranties and liability

Software Licence Agreement Between InferMed and San Mateo Medical Centre

5.1. InferMed warrants that

- (a) AREZZO conforms in all material respects to the description as set out in Schedule 4, and will, provided AREZZO is used in accordance with the instructions contained in the supplied documentation and other instructions provided by InferMed from time to time, perform in accordance with the description as set out in Schedule 4 at the Commencement Date;
- (b) Its right to license AREZZO is free and unencumbered and that it has the right, power and authority to license AREZZO on the terms and conditions of this Agreement; and
- (c) The disks or other media provided by InferMed upon which the AREZZO is stored will, for a period of 90 days from the Commencement Date be free from defects in materials, design and workmanship.
- 5.2. InferMed shall have no liability or obligations under the warranties set out in Clause 5.1 (a) and (c) other than to remedy breaches thereof by the provision of maintenance services in accordance with the Maintenance and Technical Support Agreement. InferMed may remedy any breach of Clause 5.1(b) by obtaining for LICENSEE the right to use AREZZO or by providing replacement software of equivalent specification that compiles with Clause 5.1(b). If InferMed shall fail to remedy any breach of the said warranties as aforesaid then InferMed shall be liable to LICENSEE for any direct loss and damage suffered by LICENSEE as a result of such failure (subject to clauses 5.6 to 5.8) provided that LICENSEE shall have given InferMed written notice of the breach in question no later than the expiration or termination of the Maintenance and Technical Support Agreement.
- 5.3. LICENSEE accepts and acknowledges that this Agreement does not set out any warranty in respect of AREZZO other than Clause 5.1 and that save as expressly provided for in this Agreement any condition, warranty or other term implied by law as to the quality or fitness for purpose of AREZZO or as to any services provided hereunder in relation to AREZZO is hereby excluded to the fullest extent permitted by law. For the avoidance of doubt, InferMed gives no condition, warranty, or other term except as expressly provided in clause 5.1, in respect of:
 - (a) Any failure of AREZZO to operate due to changes after the Commencement Date in the operating environment or in any operating system as the same are set out in Schedules 2 and 4;
 - (b) Any failure of the functions provided by AREZZO to meet LICENSEE's requirements or those of any user or to operate in combination with any hardware or other software (other than in each case that expressly identified in Schedules 2 and 4) which may be selected for use by LICENSEE or any user.

5.4. LICENSEE acknowledges and accepts:

(a) That InferMed has not produced AREZZO to meet the LICENSEE's own specification or requirements or that of any user;

Software Licence Agreement Between InferMed and San Mateo Medical Centre

- (b) That prior to the date of this Agreement LICENSEE or its agents or contractors has evaluated AREZZO whether through trial usage or otherwise;
- (c) That AREZZO cannot be tested in every possible combination and operating environment and that it is not possible to produce economically (if at all) computer programs known to be error-free or which operate in an uninterrupted manner and that not all errors are necessarily capable of rectification;
- (d) InferMed has no responsibility for any application of AREZZO Performer created by or modified by Licensee or its users.
- 5.5. LICENSEE further acknowledges and accepts that AREZZO is intended to aid and supplement, not substitute for, the expertise and judgment of physicians, pharmacists or other healthcare professionals, and that all information made available through the use of AREZZO is provided on the basis that the healthcare practitioners responsible for patient care will retain full and sole responsibility for deciding on any clinical action (including, without limitation decisions on referral, or any treatment, or to prescribe or dispense, or take or recommend any other clinical action) or for deciding to refrain from such actions, for all patients and, in particular, for deciding whether the use of information provided by the use of AREZZO is safe, appropriate, or effective for any particular patient or in any particular circumstances.
- 5.6. Nothing in this Agreement shall exclude liability for death or personal injury or for damage to property resulting from the negligence of either party, its employees, agents or its subcontractors provided that liability for property damage shall not exceed UK£1,000,000 in respect of any one claim or series of connected claims arising from the same event.
- 5.7. Neither Party shall be liable to the other party for any indirect or consequential loss, damage or expense of any kind whatsoever arising out of or in connection with AREZZO or this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise.
- 5.8. Subject always to clause 5.6 and 5.7, InferMed's liability in contract, tort, negligence, breach of statutory duty or otherwise with respect to any claim arising in respect of its acts or omissions under or in connection with this Agreement shall be limited to the sums received by InferMed from under this Agreement at the date of the claim relating to such act or omission or UK£1,000,000 whichever is the lesser.
- 5.9. Except as set forth by this Clause, each party ("Indemnifying Party") shall indemnify the other party, its Affiliates and their respective officers, employees, agents and representatives (the "Indemnitees") against all third party Claims which may be asserted against or suffered by any of the Indemnitees and which relate to the use of AREZZO, by or on behalf of the Indemnifying Party or subsequently by any third party, including without limitation claims based on product liability laws. In relation to any claim arising out of intellectual property rights claimed by any third party in AREZZO, including but not limited to copyright, trademark, patent, and/or trade secret, InferMed shall indemnify LICENSEE, its Affiliates and their

Software Licence Agreement Between InferMed and San Mateo Medical Centre

respective officers, employees, agents and representatives (the "IP Indemnitees") against all third party Claims which may be asserted against or suffered by any of the IP Indemnitees and which relate to the IP Indemnitees' use of AREZZO.

5.10. For the purposes of this clause 5, "Claims" shall mean all demands, claims and liability (whether criminal or civil, in contract tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever

6. Termination

- 6.1. This Agreement and the licence granted hereunder shall come into effect on the Commencement Date and, unless terminated in accordance with the provisions of this License Agreement or the Agreement to which this exhibit is attached, shall continue without termination through the Term of this License Agreement or the term of the Agreement to which this exhibit is attached.
- 6.2. Notwithstanding any provisions herein contained, and without prejudice to any other right or remedy a party may have hereunder, this Agreement may be terminated forthwith by either party by notice in writing to the other party if:
 - (a) the other party shall commit any act of bankruptcy, shall have a receiving order made against it, shall make or negotiate for any composition or voluntary arrangement with or assignment for the benefit of its creditors or if the other party, being a body corporate, shall present a petition or have a petition presented by a creditor for its winding up or shall enter into any liquidation (other than for the purposes of reconstruction or amalgamation) or administration, shall call any meeting of its creditors, shall have a receiver of all or any of its undertakings or assets appointed, shall be deemed by virtue of the relevant statutory provisions under applicable law to be unable to pay its debts, or shall cease to carry on business, or shall undergo any similar procedure under any applicable law; or
 - (b) the other party shall commit any material breach of this License Agreement or the Agreement to which this exhibit is attached and, in the case of a breach capable of remedy, shall have failed to remedy the breach within 30 days of being given notice to do so, such notice to refer to this clause 6.2.

If any such event shall occur, termination shall become effective forthwith or on the date set forth in such notice.

- 6.3. Upon termination (for whatever reason) of this Agreement:
 - (a) LICENSEE shall return to InferMed no later than 30 days thereafter, or destroy (if InferMed so Instructs) AREZZO, documentation, technical information and any other data supplied to LICENSEE by InferMed during the continuance of this Agreement and

Software Licence Agreement Between InferMed and San Mateo Medical Centre

all and any copies made of the whole or any part of the same and LICENSEE shall furnish InferMed with a certificate certifying that the same has been done; and

- (b) All licences granted hereunder shall automatically terminate; and
- (c) The provisions of Clause 4 shall continue in force; and
- (d) Subject to the foregoing provisions of this Clause 6.3, and except for any accrued rights, neither Party shall have any further obligation to the other under or in connection with this Agreement.

7. General

- 7.1. Force majeure: Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party, including without limitation labour disputes involving that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- 7.2. Amendment: This Agreement may only be amended in writing signed by duly authorised representatives of InferMed and LICENSEE.
- 7.3. Assignment: Subject to the following sentence, neither Party shall assign, mortgage, charge or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other Party. However, either Party may assign all its rights and obligations under this Agreement to any company to which it transfers all or part of its assets or business, PROVIDED that the assignee undertakes to the other Party to be bound by and perform the obligations of the assignor under this Agreement.
- 7.4. Waiver: No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 7.5. *Invalid clauses:* If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but other wise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.
- 7.6. *No Agency:* Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.
- 7.7. Interpretation: In this Agreement:-
 - (a) the headings are used for convenience only and shall not affect its interpretation; and

Software Licence Agreement Between InferMed and San Mateo Medical Centre

- (b) references to persons shall include incorporated and unincorporated persons; references to the singular include the plural and vice versa; and references to the masculine include the feminine
- (c) references to Clauses and Schedules mean clauses of, and schedules to, this Agreement, unless the context requires otherwise; and
- (d) references to a Party shall include its legal successors and permitted assignees and transferees of a Party's rights and obligations hereunder.

7.8. Notices

7.8.1. Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by fax or email (confirmed by first class mail or air mail) to the address of the relevant Party set out at the head of this Agreement, or to the relevant fax number or email address set out below, or such other address or fax number as that Party may from time to time notify to the other Party in accordance with this Clause 6.8. The contact details of the Parties are:

	InferMed	LICENSEE
Attention of	Contracts Manager	A
Fax	00 44 20 7291 7489;	and the second second
Email	Contracts.Manager@InferMed.com	· · · · · · · · · · · · · · · · · · ·

- 7.8.2. Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail), or seven working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of fax messages, but only if a transmission report is generated by the sender's fax machine recording a message from the recipient's fax machine, confirming that the fax was sent to the number indicated above and confirming that all pages were successfully transmitted).
- 7.9. Law and Jurisdiction: The validity, construction and performance of this Agreement shall be governed by English law or by the law of the State of California. Each party agrees to submit to the exclusive jurisdiction of the courts of England, the State of California, or the United States District Court for the Northern District of California and agrees not to make any objection thereto on the grounds that it is an inconvenient forum or otherwise.
- 7.10. Further action: Each Party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.
- 7.11. *Third Party Rights.* No person who is not a party to this Agreement shall have the right to enforce any provision hereof under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 7.12. Announcements and press releases: Neither Party shall make any press or other public announcement concerning any aspect of this Agreement, or make any use of the name of the

Software Licence Agreement Between InferMed and San Mateo Medical Centre

- other Party in connection with or in consequence of this Agreement, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed.
- 7.13. Entire agreement: Except as noted in Clause 7.14, below, this Agreement sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. The Parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement. Nothing in this Agreement affects the liability of either Party for fraudulent misrepresentation.
- 7.14. To the extent there is any inconsistency between them, the general terms of the Software Licence Agreement Between InferMed and San Mateo Medical Centre (this agreement) are superseded by the terms of the Agreement Between the County of San Mateo And Infermed, Ltd., to which this exhibit is attached.

Exhibit F -- License Agreement to use Arezzo Software Licence Agreement Between InferMed and San Mateo Medical Centre

Schedule 2

Specification for Authorised Equipment

The current recommended minimum specification for running an AREZZO server is:

Arezzo Database Server (Hardware) :

	Recommended Minimum
RAM	4 GB
Processor Type	dual core 3GHz CPU
Processor Speed	3 GHz
Disk Type	RAID 5 as a minimum and RAID 1 plus RAID 10 as recommended.
Disk Space	100 MB installation footprint

Supported Databases:

MS SQL Server	2005 Standard Edition
	2005 Professional Edition
	2005 Enterprise Edition
	(Use default/highest compatibility setting)
Oracle	10.2.0.4 Standard
	10.2.0.4 Enterprise

Arezzo Application Server (Hardware):

	Recommended Minimum	· · · · · · · · · · · · · · · · · · ·
RAM	4 GB	·····
Processor Type	Dual or Quad Core	
Processor Speed	3 GHz	

Software Licence Agreement Between InferMed and San Mateo Medical Centre

Disk Type	Raid 1 (if high availability is paramount)
Disk Space	100 MB installation footprint
Operating System	Windows 2003 Advanced Server
Internet Information Services (IIS)	Version 6+
.NET Framework	Version 2.0

This configuration should support interactions with up to 15,000 users per hour with acceptable response times for typical AREZZO interactions. Complex applications will benefit from a larger hosting system.

Authorised Equipment shall include such other appropriate equipment that may be agreed between the Parties.

Exhibit F — License Agreement to use Arezzo Software Licence Agreement Between InferMed and San Mateo Medical Centre

Schedule 3

Licence Payments and Payment Terms.

The payments specified in InferMed's **Quotation Number INF09022** include all License Fees necessary for LICENSEE's use of AREZZO according to the Quotation.

Software Licence Agreement Between InferMed and San Mateo Medical Centre

Schedule 4

Description of AREZZO(R)

AREZZO is a set of software modules that enable the design, creation, and computer-supported execution of clinical guidelines and patient care protocols that can guide medical professionals, or patients, with advice tailored for each patient. In use, AREZZO guides the user through the collection of data as required to assist in making decisions about appropriate clinical actions. AREZZO allows application writers to provide users with clear rationales for options within the guideline in respect of clinical decisions to be taken, even in complex patient care situations such as when multi-disciplinary care pathways for patients with a wide range of signs and symptoms are complicated by customization for local circumstances.

AREZZO supports guidelines by presenting each step in a guideline to the user, in the correct order, and proceeding from one step to the next only when the appropriate information has been acquired and when necessary decisions have been taken. Guidelines can be validated in pilot studies before entering routine use.

AREZZO is designed to support a model of the way human experts make decisions by:

- Providing options for each decision,
- Producing arguments for and against all options, including options that are not recommended,
- Personalizing the arguments according to the specific circumstances of each decision

AREZZO maintains an audit trail of progress through the guideline including options presented and choices recorded as taken. Analysis of this data together with outcome data provides the basis for continuous improvement.

AREZZO contains 3 main elements - Composer, Tester and Performer:

AREZZO Composer enables authors to rapidly create guidelines and care protocols based on collections of generic task types. A variety of tools are provided to ensure that guidelines can be personalized to individual patients. Composer also provides facilities for user interface prototyping.

AREZZO Tester is used alongside Composer to test the guideline logic before deployment,

AREZZO Performer is an inference engine, optimized for reliability and speed that runs guidelines and care protocols at the point of patient care. This module allows guidelines to be embedded in existing healthcare systems, linking with local Electronic Medical Records (EMR) and other applications to provide patient-specific assistance at the point of care.