

End User License Agreement



Medusys

1st January 2022

IMPORTANT AND READ CAREFULLY:

This End-User License Agreement ("EULA") is a legally binding license agreement between the entity or organization you represent, or if you do not represent an entity or an organization in connection with a license purchase, you in your individual capacity on behalf of yourself ("you or your") and Medusys, #537, 11th A Cross, 4th Main, BEL Layout 3rd Block, Vidyanarayana, Bangalore-560054 ("MEDUSYS") for the Medusys software.

By paying the license fee in full for the software without promptly requesting a refund of such fee or installing, copying, or otherwise using the software, such acts indicate your acceptance of the EULA and your agreement is bound by the terms and conditions of this EULA. If you do not desire to accept this EULA or agree to the terms of this EULA, promptly return and/or do not install on any electronic system and device, the unused software.

The software is protected by the jurisdictional copyright laws and all applicable copyright treaties, as well as other intellectual property laws and treaties. MEDUSYS and/or its authorized suppliers or approved licensors, are and shall remain the owners of all intellectual property rights in the software. MEDUSYS strives to protect the security and privacy of the users of its product.

CONSENT TO USE OF DATA

When you use the software, MEDUSYS may collect certain information about computer or devices through appropriate systems or procedures or otherwise to facilitate, support, assist, evaluate and verify your use of the software which may be sent and stored in a MEDUSYS data storage systems or third-party cloud server for data storage or further processing by MEDUSYS and/or its partners or subsidiaries or affiliates, including, but not limited to, associated partners or subsidiaries or affiliates, for MEDUSYS'S own internal use or to extend support and assistance to the user.

The information may be generally collected in the aggregate or specific user form, without identifying any user individually, although the IP address, computer, device, and session ID in relation to purchases, download, installation, and usage of the software may be tracked as part of MEDUSYS's software usage policies, customer order review, statistical analysis, fraud and piracy prevention efforts. For example, MEDUSYS may collect information such as the number of downloads, installations, and usage of the software or the type of operating system used, device location, device-internal system monitoring, software performance assessment, for non-

identifying statistical analysis and for improving the software, avoiding unauthorized use, providing you with a secured usage experience.

As a result, by downloading and using the software that integrate any third-party tools as well as MEDUSYS's storage systems and access authorizations, you expressly consent to your content being monitored and shared with both MEDUSYS and/or any authorized third-party vendors, as selected at your discretion, and such data will be subject to standard privacy policy and/or policies of the third-party vendors and any other applicable service provider's respective terms and privacy policies and available for use with your MEDUSYS, third-party tools, or other applicable service provider accounts.

By downloading the software, you consent to MEDUSYS keeping you informed through email and/or in-application notifications about MEDUSYS's products and services.

If you do not desire to accept this EULA or agree to the terms of this EULA, you are not entitled to use this software.

You acknowledge and agree:

- a. That you are not an owner of the software or any copies of the software.
- b. That you are a mere licensee of the software and any copies of the software without any right to further transfer or distribute the software or any copies of the software or provide access to the software in any manner without MEDUSYS's prior written consent.
- c. Not to challenge the enforceability or validity of this EULA, and
- d. Not to initiate any proceedings inconsistent with the terms and conditions of this EULA.

This software may include technology designed to prevent unauthorized use and copying, and technology to help you manage licenses. Such technology may prevent your use of the software if you do not follow the validation, download, installation, and/or license management process as described by MEDUSYS.

DEFINITIONS

- A. "Computer" means a virtual or physical computer device that accepts information in digital or similar form and manipulates it for specific result based on a sequence of instructions.
- B. "Content" means any video, audio, data, music, still images, and any other output of the Software and any video, audio, data, music, still images, or other input into the Software.
- C. "Device" means a computer hardware system (whether physical or virtual) with a storage device or a mobile device capable of running the software. A hardware partition or blade is considered to be a device.
- D. "Internal Network" means a private, proprietary network resource accessible only by employees and individual contractors (that is, temporary employees) of a specific company or similar business entity. Internal Network does not include portions of the internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations.
- E. "Online Services" means any text, image, video, audio, data processing or hosting services.
- F. "Resellers and Distributors" means a MEDUSYS authorized partner, e-merchant or a portal, within which MEDUSYS manages its Software channel.
- G. "Software" means use of a copy of computer software identified above and associated media, library content and online services and a copy of the printed materials, and may include "online" or electronic documentation as well as licensed third-party content. The software does not include source code.
- H. "Trial version" means a version of the software which may have limited features and is limited in terms of the length of time the software may be used and will cease operating after a predetermined amount of time ("the Trial Period") due to an internal mechanism within the trial version. The software will notify you that the software is in trial mode, which may include, but would not be limited to, watermarking.
- I. "Your Content" means the content resulting from your use of the Software.

1. GRANT OF LICENSE.

The following section applies to all versions of the software unless the software specifies a multi-user, site or enterprise version.

- 1.1. **General Grant.** If you obtained the Software and any required Software key(s) from MEDUSYS or one of its authorized Resellers or Distributors and so long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, MEDUSYS hereby grants you a non-exclusive, **non-transferable**, limited personal license to install and run one copy of the Software in a manner consistent with its design, documentation, and your order. You may only use the Software according to the license ordered by you and granted by MEDUSYS. MEDUSYS offers several license types to meet the needs of its customers' particular licenses that are offered for the Software depending on the intended use of the Software. Your order shall designate the specific application of the Software which may include, a single user license, a Multi-user License, Site License, Enterprise License, or Volume Discount License, for example.
- 1.2. **General and Cross Platform Use.** Except as otherwise provided in the EULA and so long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, you are licensed to install and run one copy of the software on one device (the first device) for use by one person at a time. Only one person at a time may use the software on each device and no two licensed devices may not be used simultaneously by that one person. You are licensed to install and use Medusys App/Software for iOS, and Medusys App/Software for Android versions of the software, provided, that you are only licensed to use one version of the software on one platform and in one language at a time (not simultaneously). The components of the software are licensed as a single unit, and you may not separate or virtualize the components and install them on different devices. By way of clarity, if this license has been entered into by an entity or organization, the copies of the software licensed hereunder may only be used for the internal business purposes of the licensee entity or organization.
- 1.3. **Distribution from Server.** So long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, you are licensed to copy an image of the software onto Computer file server(s) within your Internal Network for the purpose of

downloading and installing the software onto devices within the same Internal Network for use as permitted by Section 1.1 and 1.2 above.

1.4. **Server use.** So long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, you are licensed to install a copy of the software on computer file server(s) within your Internal Network only for use of the software initiated by an individual from a computer within the same Internal Network as permitted by Sections 1.1 and 1.2 of the EULA. The total number of users (not the concurrent number of users) able to use the software on such computer file servers(s) may not exceed the number permitted by the license ordered by you.

For example, the foregoing does not permit you to install or access (directly or through commands, data or instructions) the software:

- (a) From or to a computer or device not part of your Internal Network.
- (b) For enabling Web hosted workgroups or services available to the public.
- (c) By an individual or entity to use, download, copy or otherwise benefit from the functionality of the software unless licensed to do so by MEDUSYS.
- (d) As a component of a system, workflow or service accessible by more than the number of users permitted by the license ordered by you, or
- (e) For operations not initiated by an individual user (for example, automated server processing).

2. RESTRICTIONS ON USE

2.1 Any commercial or promotional distribution, publishing or exploitation of the App/Software, or any content, code, data or materials on the App/Software, is strictly prohibited unless you have received the express prior written permission from authorized personnel of Medusys or the otherwise applicable rights holder. Other than as expressly allowed herein, you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or available through the Web Site. You further agree that you may not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the App/Software, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service

marks, or any other proprietary content or proprietary rights notices. You acknowledge that you do not acquire any ownership rights by downloading any copyrighted material from or through the App/Software. If you make other use of the App/Software, or the content, code, data or materials thereon or available through the App/Software, except as otherwise provided above, you may violate copyright and other laws of India, as well as applicable state laws and may be subject to liability for unauthorized use.

2.2 Restrictions on Secondary Use by Multi-user Licensees.

If the Software was obtained under a MEDUSYS multi-user license program by any licensee, the second copy of the software made under Section 1.2 must be used solely for the benefit and business of that multi user license.

2.3 Backup Copy. So long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, you are licensed to make a reasonable number of backup copies of the software, provided, your backup copies are not installed or used for other than archival purposes.

3. INTEGRITY OF THIRD-PARTY CONTENT AND SOFTWARE.

Your use of the software may be impaired by digital rights management systems in order to protect the integrity of certain third-party content and the software. You may not use any computer or hardware designed to defeat any copy-protection device, should the content or software you have licensed utilize such protection. You may not remove or alter any trademark, trade names, product names, logos, copyright notices, legends, symbols, labels, or watermarking in any third-party content or the software, except to the extent as expressly indicated in the third-party content or software.

4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

MEDUSYS's grant to you of a non-exclusive, nontransferable, limited personal license to install and use the Software in a manner consistent with its design, documentation, and your order, is further conditioned upon your compliance with all of the following conditions:

4.1 Limitations on Reverse Engineering, De-compilation, and Disassembly. You may not reverse engineer, decompile, translate, localize or disassemble the software.

4.2 Separation of Components. The software is licensed as a single product. Its component parts may not be separated for use on more than one computer or device. You may not unbundle or repackage the software for distribution.

4.3 No Rental. You may not rent, license, assign, transfer, time share, host, lend, sublicense, distribute, or lease the software, or any access code or any licenses associated with the same for any purpose, except as otherwise expressly provided in this EULA.

4.4 No Software License Transfers. You may not transfer this license under any circumstances without MEDUSYS's prior written consent/approval, any such consented to or approved transferee must acknowledge, accept and agree in writing to be bound by the terms and conditions of this EULA.

4.5 You may not transfer licenses on a short-term basis or transfer temporary rights to use the software without MEDUSYS's prior written consent/approval.

4.6 The software and any copies of the software key or key codes related to the software and MEDUSYS's trademarks may not be copied, reproduced, distributed, used, posted, modified, adapted, prepare derivatives of or displayed in any form or manner on any online auction sites or any other site or material of any kind without the express prior written permission of MEDUSYS.

Any transfer or posting made in violation of the requirements, conditions, or restrictions of this section will be void and may result in termination of this EULA.

4.7 Subject to the terms and conditions of this EULA, MEDUSYS grants to you a non-exclusive license to install a copy of the trial version on a single computer or device strictly for your internal evaluation and review purposes and not for production purposes.

4.8 You shall not:

- (a) In the aggregate install or use more than one copy of the trial version.
- (b) Download the trial version under more than one username, if applicable.
- (c) Alter the contents of a hard drive, any other storage device, or computer system to enable the use of the trial version for an aggregate period in excess of the trial period for which you may evaluate the trial version.

- (d) Disclose the results, if any, of the software performance benchmarks obtained using the trial version to any third party without MEDUSYS's prior written consent.
- (e) Use the trial version for a purpose other than the sole purpose of determining whether to purchase a license to the software. Notwithstanding the foregoing, you are strictly prohibited from installing or using a copy of the trial version for any commercial training purposes.

5. TERM AND TERMINATION.

The term of this EULA granted to you for the use of the software is as per the agreed duration, renewable automatically, but without prejudice to any other rights, MEDUSYS may terminate this EULA, if you fail to comply with any of the terms and conditions of this EULA, which includes, but would not be limited to, your unauthorized reproduction, copying, distribution, modification, adaptation or the making of a derivative of or display of the software or any of the key codes associated with the same. In such event, upon such termination you must destroy all copies of the software and any key codes associated with the same and all of its component parts and you must provide MEDUSYS in writing your certification as to the same.

5.1. Your licensed rights to install and use a copy of the trial version under will immediately terminate upon the earlier of:

- (a) The expiration of the trial period, or
- (b) Such time that you purchase a license to the software. MEDUSYS reserves the right to terminate your license to a copy of the trial version at any time in its sole discretion. To the extent that any provision in this is in conflict with any other term or condition in this EULA, this section shall supersede such other terms and conditions with respect to the trial version only, but only to the extent necessary to resolve the conflict.

You acknowledge that the trial version may have limited features, function for a limited period of time, and/or have other limitations not present in a non-trial version of the software. Notwithstanding anything to the contrary in this EULA, the trial version is provided to you on “as is” basis and MEDUSYS disclaims any warranty or liability obligations to you of any kind.

6. INTELLECTUAL PROPERTY RIGHTS.

All rights, title, and interests, including, but not limited to, all copyrights, trade secret rights, patent and trademark rights, in and to the software (including, but not limited to, any source or object code, images, photographs, animations, video, audio, music, text, and apps incorporated into the software), the accompanying printed materials, and any copies of the software, are owned by and shall remain the sole property of MEDUSYS or its authorized suppliers or licensors.

7. INJUNCTIVE RELIEF.

The parties agree that if you utilize or otherwise use any of the software in an unauthorized manner, or breach the terms and conditions of this EULA, that such use or breach would have a devastating and serious impact on MEDUSYS's continuing ability to compete profitably and would, therefore, result in immediate and irreparable injury, loss or damage to MEDUSYS. The parties agree that in such event, in addition to MEDUSYS's right to recover damages for a breach of this EULA, MEDUSYS shall be entitled to obtain a temporary restraining order or a preliminary injunction from a court of competent jurisdiction, without posting of bond or other security or proof of actual damages, to prevent you, your employees, agents, consultants, or independent contractors from engaging in any further use by copying, reproduction, distribution, modification, adaptation, or making of derivative works or display of the software or the continued breach of the remaining terms and conditions of this EULA .

8. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless including our officers, directors, employees, agents, subcontractors, licensors and suppliers, any of our affiliated companies or organizations, and any successors, assigns or licensees, from and against any claims, actions or demands, damages, losses, liabilities, judgments, settlements, costs or expenses (including attorneys' fees and costs) arising directly or indirectly from or relating to a) the breach of this agreement by you or anyone using your mobile device, password or login information; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the App/Software; (c) any claim, loss or damage arising from your use of the data provided in the App/Software (d) your violation of any law or regulation; or (e) any other matter for which you are responsible under this agreement or under law. You agree that your use of the App/Software shall be in compliance with all applicable laws, regulations and guidelines.

9. MULTIPLE ENVIRONMENTS/MULTIPLE PLATFORMS/DUAL-MEDIA SOFTWARE.

If you are licensed to receive software in a manner that supports multiple environments, platforms, operating systems or languages or in more than one medium, regardless of the type or size of medium you receive, you are licensed to use only one environment, platform, operating system, and language or medium that is appropriate for your single computer or device at a time. By way of clarity and in accordance with Sections 1.1 and 1.2 of the EULA, you are only licensed to use one version of the software on one platform and in one language at a time (not simultaneously) in one device. You may not use or install the other medium on another computer or device other than as expressly stated in the EULA. You may not loan, rent, lease, license, distribute or otherwise transfer the other medium to another user.

10. GOVERNMENT RESTRICTED RIGHTS.

The software and documentation are provided with restricted rights. Use, duplication, or disclosure by the government is subject to restrictions as set forth in copyright laws, as applicable. You acknowledge and agree as a condition to the license granted under this EULA that the software may not be downloaded or otherwise exported or re-exported:

- (a) Into (or the national resident of) any country to which the government has embargoed goods;
or
- (b) To anyone on the government's list of specially designated nationals or the government's table of denial orders. By using the software, you are agreeing to the foregoing and are representing and warranting that you are not located in or under the control of, a national resident of any such country or on any such list.

11. LIMITED WARRANTY.

MEDUSYS warrants (the "Limited Warranty") that:

- (a) The software will be in good working order for a period of ninety (90) days from the date of receipt; and
- (b) Any hardware accompanying the software, if any, will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from date of receipt. To the extent allowed by applicable law, implied warranties on the software and hardware, if any, are limited to ninety (90) days and one year, respectively.

12. CUSTOMER REMEDIES.

MEDUSYS's and its suppliers' or licensor's entire liability and your exclusive remedy shall be, at MEDUSYS's option, either:

- (a) Return the license fee paid; or
- (b) Repair or replacement of the software or hardware that does not meet MEDUSYS's Limited Warranty and which is returned to MEDUSYS with a copy of your receipt. This limited warranty is void if failure of the software or hardware has resulted from accident, abuse, or misapplication. Any replacement software or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

13. NO OTHER WARRANTIES.

Except for the limited warranty expressly set forth in Clause 11 above, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE APP OR ANY INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED OR REFERENCED THEREIN. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOUR USE OF THE APP IS AT YOUR SOLE RISK. WE DISCLAIM ANY IMPLIED OR STATUTORY WARRANTIES (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE APP; OR (II) THAT THE APP WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE APP. WE DO NOT WARRANT THAT ANY DESCRIPTION PROVIDED THROUGH THE APP REGARDING MEDICATIONS OR OTHERWISE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, SAFE OR ERROR-FREE. NO COMMUNICATION, INFORMATION OR ADVICE GIVEN BY US OR ANY REPRESENTATIVE OF OURS, WHETHER WRITTEN OR ORAL, SHALL CREATE ANY WARRANTY. IF YOU CHOOSE TO RELY ON SUCH INFORMATION, YOU DO SO SOLELY AT YOUR OWN RISK. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE

EXCLUSIONS MAY NOT APPLY TO YOU. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

14. NO LIABILITY FOR CONSEQUENTIAL DAMAGES.

IN NO CASE SHALL MEDUSYS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE APP OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE APP, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, MEDUSYS'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

15. CONTENT

You acknowledge and understand your content is your sole responsibility including making and keeping back-up copies of your content and your use and distribution of your content is at your sole discretion and risk. You shall be solely responsible for any claims or causes of action that may arise in connection with such use and distribution of your content. Notwithstanding anything to the contrary herein, MEDUSYS has no responsibility or liability for the deletion or accuracy of your content or any other content, the failure to store, transmit or receive transmission of your content or any other content (whether or not processed by the online service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the software. Certain features of the software may enable you to specify the level at which the Software may restrict access to your Content. You are solely responsible for applying the appropriate level of access to your content.

16. OWNERSHIP.

Title and intellectual property rights in and to any content, displayed by, reproduced, recorded or accessed through the software belongs to the respective content owners. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third-party providing or displaying such content. This EULA does not grant you any rights to use such content other than as expressly indicated in the software or this EULA. The software may be used to reproduce or record your content, so long as such use is limited to the reproduction of non-copyrightable content, content which you own the intellectual property rights in and to the same, or content which you are authorized or legally permitted to reproduce, record or display.

17. YOUR REPRESENTATIONS AND WARRANTIES REGARDING YOUR CONTENT.

You represent and warrant that: (a) you are the owner, licensor, or authorized user of all your content; and (b) you will not upload, record, publish, post, link to, or otherwise transmit or distribute content that:

- (a) Advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities.
- (b) Infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or MEDUSYS, or any rights of publicity or privacy of any party, whether foreign or domestic.
- (c) Attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate.
- (d) Promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, hateful, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity
- (e) Is harmful to minors
- (f) Contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; or

(g) Violates any law, statute, ordinance, or regulation (including, without limitation, the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

a. Use of Your Content with the Online Services. Again, for clarity and as indicated in Clause 16 of this EULA, you retain all of your ownership rights in your content. By submitting content, which you acknowledge will be transmitted to MEDUSYS's servers for such processing, however, you hereby grant to MEDUSYS an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license to reproduce, distribute, display, create derivative works of, and otherwise use your content, and/or data, throughout the world, as necessary to provide you with the Online Services. In addition, you grant us the right to your content and/or data to improve the quality of the Online Services. You also hereby grant each of your viewers of your content, a non-exclusive license to access your content through the Online Services, and to use, reproduce, distribute, display and perform such content as permitted through the functionality of the Online Services and under any applicable Terms of Service associated with the Online Service, if any. The above licenses granted by you in your content that you submit to the Online Services will terminate within a commercially reasonable time after you remove or delete your content from the Online Services. You understand and agree, however, that MEDUSYS may retain, but not display, distribute, or perform, server copies of your content that have been removed or deleted. For further clarity, notwithstanding the license granted, MEDUSYS shall not use or promote any of your User or Patient Health Information.

b. MEDUSYS's Access to Your Content. You acknowledge that the Online Service is automated (for example, your content is uploaded using software tools and MEDUSYS servers) and that MEDUSYS personnel will not access, view, or listen to any of your content, except as reasonably necessary to perform the services, including but not limited to, the following:

- (a) Respond to support requests
- (b) Detect, prevent, or otherwise address fraud, security, or technical issues
- (c) Monitor the usage for billing purposes

- (d) Monitor the usage for providing assistance and any other services not specifically defined
- (e) As deemed necessary or advisable by MEDUSYS in good faith to conform to legal requirements or comply with legal process; or
- (f) Enforce this EULA, including investigation of potential violations hereof.
- (g) For further improvement in analysis and quality online service.

18. SURVIVAL.

The conditions, restrictions and obligations as contained in this EULA which you have voluntarily agreed to shall survive any expiration, termination or cancellation of this EULA, and shall continue and remain in effect to bind you, and your employees, agents, successors, heirs and assigns to the extent necessary to fulfill their essential purposes.

19. INTEGRATION.

This EULA and the applicable license order sets forth the entire agreement and understanding between the parties as to the subject matter of this EULA and supersedes all prior discussions, representations, and amendments of understandings of every kind and nature between the parties.

20. AMENDMENTS

Except as otherwise provided in this EULA, this EULA may be amended from time to time by MEDUSYS only and only upon MEDUSYS's release of a new version of the software. You must accept any newly amended terms and conditions of this EULA before installing, copying or otherwise using the newly released software. Except as otherwise provided, this EULA may not be amended, altered, or any of its provisions waived on behalf of either party, except in writing executed by both parties' duly authorized agent. Notwithstanding the provisions of this section 20 (Amendments), MEDUSYS may amend its privacy policy at any time by posting a new version of its privacy policy at its Web site along with an outline of the changes to the privacy policy.

21. ASSIGNABILITY.

Except as otherwise expressly provided under this EULA, this EULA and the rights and duties under this EULA may not be assigned by you without the prior written consent of MEDUSYS.

22. BENEFIT.

Except to the extent forbidden in this EULA, this EULA shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

23. SEVERABILITY.

If any provision of this EULA becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this EULA shall continue in full force and effect without said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the EULA to the other party.

24. AUTHORITY TO ACCEPT.

You warrant and represent to MEDUSYS that this EULA shall be binding upon you, and that the individual agreeing to be bound under the terms and conditions of this EULA is authorized or has been empowered to do so.

25. THIRD PARTY BENEFICIARY.

You acknowledge and agree that MEDUSYS's suppliers and licensors (and/or MEDUSYS if you obtained the software from any party other than MEDUSYS) are third party beneficiaries of this EULA, with the right to enforce the obligations set forth herein with regard to the respective technology, applicable software or Content of such suppliers, licensors and/or MEDUSYS.

26. THIRD PARTY ACKNOWLEDGEMENT AND TERMS.

The software licensed under the terms and conditions of this EULA may use or include third party components, content, other copyrighted material, and/or open source software which may be subject to certain "open source" or "free software" licenses ("Open Source Software"). Acknowledgments, licensing terms and additional disclaimers for such components, content, materials, or may otherwise accompany the same, and your use of such components, content, other materials, and/or Open Source Software is governed by their respective terms and conditions and nothing in this EULA limits your rights under or

grants you rights that supersede the terms and conditions of any such applicable third party terms and conditions for such third party components, content, materials, and/or Open Source Software.

27. MISCELLANEOUS. This EULA is governed by the laws of India. You agree to the exclusive jurisdiction of the courts of the Bengaluru city and the appellate court located in the region or national capital. This Agreement has been prepared in the English language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. You waive any objection based on inconvenient forum and any objection to venue of any action instituted under this EULA by MEDUSYS in any jurisdiction. This EULA shall not be governed by the United Nations' Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Captions contained in this EULA are inserted for reference and in no way define, limit, extend or describe the scope of the EULA or intent of any provision in the EULA.

28. CHANGES TO A SITE OR ENTERPRISE DUE TO ACQUISITIONS, DIVESTURES, MERGERS, AND ORGANIC GROWTH.

If the number of qualified desktops or field users changes by more than 10% as a result of:

- (a) An acquisition of an entity or an operating division
- (b) A divesture of an affiliate or an operating division
- (c) A merger,
- (d) Organic growth

MEDUSYS will work with you in good faith to determine how to accommodate the changed circumstances in the context of a Site License, for example. If you acquire or merge with an organization with an existing "Site License" MEDUSYS will work with the surviving organization in good faith to accommodate its changed circumstances in the context of this EULA.

29. HOSTING

The Parties have agreed to host the Solution on the Licensor Server

The Parties may agree to migrate the Solution from the Licensor Server to the Licensee Server or vice-a-versa. The Licensor shall migrate the Solution to suitable server without any consent from the Licensee.

Access to the Solution: The Solution shall be accessed through usernames generated by the Licensor, through the link

The Licensor represents that although the Solution is designed to discourage improper or unlicensed use of and access to the underlying codes, there can be no guarantee that the Solution is protected from improper or unlicensed use or access by “hackers” or professional developers who endeavor to defeat or work-around the content security features which may include deployment of disabling codes such as viruses and worms (“CIRCUMVENTION”). The Licensor shall use reasonable commercial efforts to minimize the impact of such downtime and to avoid any reported and reproducible Circumventions, pursuant to the terms mentioned in clause

The Licensor shall not be liable for any losses, claims or expenses including loss of the data on account of Circumvention. The Licensee also acknowledges that such Circumvention may also lead to loss or damage to hardware.

Should you have any questions, complaints or claims with respect to the software, or if you desire to contact MEDUSYS for any reason, please write to:

MEDUSYS

#537, 11th A Cross, 4th Main, BEL Layout 3rd Block, Vidyaranyapura, Bangalore-560054

Mobile: +91 9845614877

Email: contact@medusys.in

Visit: www.medyusys.in

As stated above, paying the license fee for the software without promptly requesting a refund of such fee or installing, copying, or otherwise using the software, indicates your acceptance of this EULA and your agreement to be bound by the terms and conditions of this EULA as a licensee. If you do not agree to the foregoing terms and conditions, you do not have a right to download, install or use the licensed software
