

# Subscription Agreement



## Medusys

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**27. MISCELLANEOUS.** This SSA 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 SSA by MEDUSYS in any jurisdiction. This SSA 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 SSA are inserted for reference and in no way define, limit, extend or describe the scope of the SSA or intent of any provision in the SSA.

**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 SSA.

**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**

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