

END USER SOFTWARE LICENSE AGREEMENT

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTION 2; TRANSFERABILITY IN SECTION 4; WARRANTY IN SECTION 5; AND LIABILITY IN SECTION 6. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE.

1. Definitions

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

"Licensor" or **"We"** means Keystone Healthcare Technologies Pvt. Ltd, with its main address located at No. 99, 17th Cross, Malleswaram, Bangalore – 560055, India.

"Software" means browser based application that is built using ASP.NET, Java Scrip, JQuery and MS SQL Server database. This application is hosted on Azure cloud under domain <https://keystoneerp.in>.

"Use" or **"Using"** means to access the application or otherwise benefit from using the functionality of the Software in accordance with the Documentation.

"Licensee" means You or Your Company or user of the software, unless otherwise indicated.

"URL" means Universal Resource location

"Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by Keystone Healthcare Technologies Pvt. Ltd.

"Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

2. Software License

As long as you comply with the terms of this End User License Agreement (the "Agreement"), Keystone Healthcare Technologies Pvt. Ltd grants to you a non-exclusive license to Use the Software for the purposes described in the Documentation. Some third party materials included in the Software may be subject to other terms and conditions, which are typically found in a "Read Me" file located near such materials.

2.1 General Use

You may access the software using the unique URL given to you on your compatible computer or on a mobile device, up to the Permitted Number of parallel users

2.2 Software Use

Use of the software is available only to persons who can form legally binding contracts under applicable law. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 are not eligible to use the software. We reserve the right to terminate your membership and refuse to provide you with access to the software at our sole discretion. While no one is directly allowed to register with our software.

The software is not available to persons whose membership has been suspended or terminated by us for any reason whatsoever.

We make no representation that any products or services referred to in the materials on this software are appropriate for use, or available outside India. Those who choose to access this software from outside India are responsible for compliance with local laws if and to the extent local laws are applicable. We may deny you access to the services of this website based on your location.

2.3 Backup Copy

You may request for a backup copy of the database, provided your backup copy is not installed or used on any computer. You may not transfer the rights to a backup copy unless you transfer all rights in the Software as provided under Section 5.

3. Intellectual Property Rights

The Software and any copies that you are authorized by Keystone Healthcare Technologies Pvt. Ltd to make are the intellectual property of and are owned by Keystone Healthcare Technologies Pvt. Ltd and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Keystone Healthcare Technologies Pvt. Ltd and its suppliers. The Software is protected by copyright, including without limitation by Indian Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You may not copy the Software, except as set forth in Section 2 ("Software License").

Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted to decompile under applicable law, it is essential to do so in order to achieve operability of the Software with another software program, and you have first requested Keystone Healthcare Technologies Pvt. Ltd to provide the information necessary to achieve such operability and Keystone Healthcare Technologies Pvt. Ltd has not made such information available.

Keystone Healthcare Technologies Pvt. Ltd has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by Keystone Healthcare Technologies Pvt. Ltd or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software. Requests for information should be directed to the Keystone Healthcare Technologies Pvt. Ltd Customer Support Department. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademarks owners' names. Trademarks can only be used to identify printed output produced by the Software and such use of any trademark does not give you any rights of ownership in that trademark. Except as expressly stated above, this Agreement does not grant you any intellectual property rights in the Software.

4. Transfer

You may not, rent, lease, sublicense or authorize all or any portion of the Software to be copied onto another users computer except as may be expressly permitted herein. You may, however, transfer all your rights to Use the Software to another person or legal entity provided that: (a) you also transfer each this Agreement, the Software and all other software or hardware bundled or pre-installed with the Software, including all copies, Updates and prior versions, and all copies of font software converted into other formats, to such person or entity; (b) you retain no copies, including backups and copies stored on a computer; and (c) the receiving party accepts the terms and conditions of this Agreement and any other terms and conditions upon which you legally purchased a license to the Software. Notwithstanding the foregoing, you may not transfer education, pre-release, or not for resale copies of the Software.

5. NO WARRANTY

The Software is being delivered to you "AS IS" and Keystone Healthcare Technologies Pvt. Ltd makes no warranty as to its use or performance. Keystone Healthcare Technologies Pvt. Ltd AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, Keystone Healthcare Technologies Pvt. Ltd AND ITS SUPPLIERS MAKE NO WARRANTIES CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL Keystone Healthcare Technologies Pvt. Ltd OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN Keystone Healthcare Technologies Pvt. Ltd REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. Keystone Healthcare Technologies Pvt. Ltd'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. Nothing contained in this Agreement limits Keystone Healthcare Technologies Pvt. Ltd's liability to you in the event of death or personal injury resulting from Keystone Healthcare Technologies Pvt. Ltd's negligence or for the tort of deceit (fraud). Keystone Healthcare Technologies Pvt. Ltd is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this Agreement, if any, or contact Keystone Healthcare Technologies Pvt. Ltd's Customer Support Department.

7. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of India, Bangalore.

8. Tampering with Software

Keystone Healthcare Technologies Pvt. Ltd will not be liable if it has been found that the software/ data provided has been tampered or altered or modified by you.

9. General Provisions

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a writing signed by an authorized officer of Keystone Healthcare Technologies Pvt. Ltd. Updates may be licensed to you by Keystone Healthcare Technologies Pvt. Ltd with additional or different terms. This is the entire agreement between Keystone Healthcare Technologies Pvt. Ltd and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

10. Compliance with Licenses

If you are a business or organization, you agree that upon request from Keystone Healthcare Technologies Pvt. Ltd or Keystone Healthcare Technologies Pvt. Ltd 's authorized representative, you will within thirty (30) days fully document and certify that use of any and all Keystone Healthcare Technologies Pvt. Ltd Software at the time of the request is in conformity with your valid licenses from Keystone Healthcare Technologies Pvt. Ltd. If you have any questions regarding this Agreement or if you wish to request any information from Keystone Healthcare Technologies Pvt. Ltd please use the address and contact information included with this product to contact the Keystone Healthcare Technologies Pvt. Ltd office serving your jurisdiction.

11. Software Security

You are prohibited from violating or attempting to violate the security of the Software by:

- (a) Accessing data not intended for you or logging onto a server or an account which you are not authorized to access;
 - (b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
 - (c) Attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, 'flooding,' 'spamming', 'mail bombing' or 'crashing;
 - (d) Sending unsolicited email, including promotions and/or advertising of products or services; or Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting.
- Violations of system or network security may result in civil or criminal liability.

We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Website or any activity being conducted on this Website.

While we have taken all the measures to ensure data is backed up regularly however we are not responsible for the corruption because of which you may lose your data partially or fully.

While we have taken the measures to ensure the compliance with the provisions of the Information Technology Act, 2000 with regards to website security, we are not responsible for the corruption, theft, deletion or any tampering of your data by hackers.

12. Privacy

You explicitly consent to the use of the data and/or information that you provide via the service, including storing, processing and disclosing the data in accordance with this contract.

You confirm that you have the legal authority to consent to us processing all information that you provide and that you obtained the explicit consent of all other persons whose data you provide.

We consider your use of the service to be private. However, we may access, disclose or preserve information associated with your use of the service, including (without limitation) your personal information and content, or information that we acquire about you through your use of the services (including IP address and third-party information) when we form a good-faith belief that doing so is necessary (a) to comply with applicable law or to respond to legal process from competent authorities; or (b) to enforce this contract or protect the rights or property of us or our customers.

The service is a private computer network that we operate for the Company's and our consumers benefit. We retain the right to block or otherwise prevent delivery of any type of email or other communication to or from the service as part of our efforts to protect the service, protect our customers or stop you from breaching this contract. The technology or other means we use may hinder or prevent your use of the service.

In order to provide you the service, we may collect certain information about service performance, your machine and your service use. We may automatically upload this information from your machine.

13. Customization

Software comes with certain standard features. Based your requirement we would have added specific features that is accessible only to your software users. Keystone Healthcare Technologies is not responsible for misuse of this feature in any manner

14. Refusal of Service

We reserve the right to refuse service to anyone at any time. We reserve the right, in our sole discretion, at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part or function thereof) with or without notice if a computer virus, bug, or other technical problem corrupts the security, or for proper administration of the service.

You also agree to notify us immediately on discovering any computer virus, bug, or other technical problem which may corrupt the security or hamper normal functionality of the website.

15. Indemnification

You agree to indemnify the Company, its affiliates, directors, officers, employees, agents, suppliers and licensors from and against any and all losses, expenses, damages, claims, fines, penalties, costs and liabilities (including reasonable legal and accounting fees), resulting from your use of the software or anyone using your Account, or any alleged violation by you or anyone using your Account of these Terms of Use, including, without limitation, the Code of Conduct.

In particular, you agree to indemnify the Company, its affiliates, directors, officers, employees, agents, suppliers and licensors for any injury, including but not limited to bodily harm or death, to you or any third party that may result from the use of or reliance on any information you obtain through the software. This software is not a substitute for professional medical advice, and provides only general medical information. Please consult a medical professional to discuss specifics related to your health and for a more in-depth review of any particular health issues you encounter.

16. Termination

This User Agreement is effective unless and until terminated by either you or us. You may terminate this User Agreement at any time by informing us in writing through Indian postal system by registered post that you no longer wish to be associated with this Website, provided that you discontinue any further use of this Website. We may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Website. Such termination will be without any liability to us. Upon any termination of the User Agreement by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from this Website, as well as all copies of such materials, whether made under the User Agreement or otherwise. Our right to any Comments shall survive any termination of this User Agreement. Any such termination of the User Agreement shall not cancel your obligation to pay for any service already ordered from the Website or affect any liability that may have arisen under the User Agreement.

17. Force Majeure

An “event of Force Majeure” means an event beyond the control of either of the parties to this agreement, including but not limited to:

- (a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- (b) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- (c) Rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (d) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- (e) Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- (f) Acts or threats of terrorism;
- (g) Discontinuation of electricity supply;
- (h) Withdrawal of donor from the programme;
- (i) Other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts.

18. Entire Agreement

This is the entire contract between you and us regarding the service. It supersedes any prior contract or oral or written statements regarding your use of the service.

19. Changes

We reserve the right to change the terms and conditions of this Agreement from time to time without any obligation to inform you and it is your responsibility to look through them as often as possible. You understand that the terms may be revised from time to time, and you understand and agree that you are bound by such terms till you access this website.

20. Breach of Terms

You agree and appreciate that this particular product is customized with a view to cater to your specific and envisaged needs. Further, you agree that any kind of misuse of this product you alone are solely liable for

any kind of legal or ethical or regulatory consequences owing to such misuse of product. Under no circumstances Keystone shall have any kind of role, responsibility and/or liability towards this end.

21. Negotiation and Arbitration

We hope that any dispute will be resolved amicably by Mediation between both the parties. Failing which, the dispute will be subject to arbitration in Bangalore in English under relevant provisions of the Arbitration and Conciliation Act, 1996. Each party to arbitration shall bear its own cost.

You agree to defend, indemnify and hold harmless the Company, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to us or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of your obligations under this User Agreement or arising out of your violation of any applicable laws, regulations including but not limited to intellectual property rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

This User Agreement and any contractual obligation between us and you will be governed by the laws of India, subject to the exclusive jurisdiction of Courts in Bangalore.

To the extent permitted by law, any claim or dispute relating to this contract or the service or software must be filed within one year in court or arbitration centre, which have been mentioned in this section. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

22. Questions

If you have any queries about the terms and conditions of this Agreement or have any complaints, comments on or about the software, please email us at support@keystone-healthcare.com or call us on 080-23444954.