

END-USER LICENSE AGREEMENT (EULA)

*For
Netripples Voluntary Blood Bank System*

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") along with program (installed at site location) is delivered to Netripples Software Limited of Hyderabad, Srinagar Colony, 83/1, Opposite Lane of Indian Bank, Hyderabad. Phone: 040-23750849 by Netripples Software Limited for the Blood Bank Information System software that accompanies this EULA, which includes associated media and Netripples Intranet-based services ("Software").

An amendment or addendum to this EULA may accompany the Software. You agree to be bound by the terms of this EULA by installing, copying, or using the software. If you do not agree, do not install, copy, or use the software.

1. **GRANT OF LICENSE.** Netripples grants you the following rights provided that you comply with all terms and conditions of this EULA:

1.1 **Installation and use.** You may: (a) Install and use a copy of the Software on designated system as per your Purchases which can be servers or Systems or Clients. All your Systems / Server are MAC address defined and are only for user on those systems and as a part of installation this is recorded while issuing the license to use the application.

(b) Install additional copies of the Software on a second, portable device for the exclusive use of the primary user of the first copy of the Software, say Laptops, PDAs etc.,

1.2 **License Grant for Media Elements.** The Software may include certain photographs, clip art, shapes, animations, sounds, music and video clips that are identified in the Software for your use (together "Media Elements"). You may copy and modify the Media Elements, and license, display and distribute them, along with your modifications as part of your software products and services, including your web sites, but you are not licensed to do any of the following: You may not sell, license or distribute copies of the Media Elements by themselves or as part of any collection, product or service if the primary value of the product or service is in the Media Elements. • You may not grant customers of your product or service any rights to license or distribute the Media Elements. • You may not license or distribute any of the Media Elements that include representations of identifiable individuals, governments, logos, initials, emblems, trademarks, or entities for any commercial purposes or to express or imply any endorsement or association with any product, service, entity, or activity • You may not create obscene or scandalous works, as defined by Laws in India at the time the work is created, using the Media Elements.

In addition, you must (a) indemnify and defend Netripples from and against any claims or lawsuits, including attorneys' fees that arise from or result from the licensing, use or distribution of Media Elements as modified by you, and (b) include a valid copyright notice on your products and services that include the Media Elements.

1.3 **License Grant for Documentation.** The documentation that accompanies the Software is licensed for internal, non-commercial reference purposes only.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

2.1 **Internet-Based Services.** You may not use any Netripples Internet-based services associated with the Software in any manner that could damage, disable, overburden, or impair such services or interfere with performance, durability, smooth running of application.

2.2: Netripples Voluntary Blood bank System Version 2011 application is interfaced with Laboratory systems as convenience of use for users and any warranty or guarantee of such interfacing is limited to the possibilities to the extent the machines are interfacial and Netripples will not guarantee the interfacing which can or may iterate with wear and tear of the machines, cabling, networking and other connectable devices, elements which are out of preview of such supplies of application.

3. **RESERVATION OF RIGHTS AND OWNERSHIP.** Netripples reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Netripples own the title, copyright, and other intellectual property rights in the Software. The Software is sold and licensed for one site location. This EULA does not grant you any rights to trademarks or service marks of Netripples.

4. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation

5. **NO RENTAL/COMMERCIAL HOSTING.** You may not rent, lease, lend or provide commercial hosting services with the Software to any third party or known branches or associates.

6. **CONSENT TO USE OF DATA.** You agree that Netripples and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. Netripples may use this information solely to improve our application or to

provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

7. **LINKS TO THIRD PARTY SITES.** Netripples is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. Netripples is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by Netripples of the third-party site or service.

8. **ADDITIONAL SOFTWARE/SERVICES.** Netripples BLOOD BANK application is designed to perform on certain standard configuration of Hardware and packaged software to run smoothly.

9. **UPGRADES.** To use Software identified as an upgrade, you are licensed and eligible for the upgrade at a cost determined at such an event. After installing the upgrade, you may no longer use the original software that formed the basis for your upgrade eligibility, except as part of the upgraded software.

10. **NOT FOR RESALE SOFTWARE.** Software identified as "Not for Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

11. **EXPORT RESTRICTIONS.** You acknowledge that the Software is subjected for non export out of India to be precise Netripples Software Limited of Hyderabad, the location, where the license to use is granted.

12. **SEPARATION OF COMPONENTS OR MODULES.** The Software is licensed as a single product. Its component parts may not be separated for use on more than one device.

13. **SOFTWARE TRANSFER.** Internal. You may transfer your copy of the Software to different devices within the site location. After the transfer, you may or may not completely remove the Software from the former device. Transfer to Third Party is not authorized. Since you are the person who initially licensed the Software duly customized to your requirements, you may make a one-time permanent transfer of this EULA, Software and Certificate of Authenticity (if applicable) to another end user, provided that you do not retain any copies of the Software. This transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms.

14. **TERMINATION.** Without prejudice to any other rights, Netripples may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts. Netripples warrants that the Software will perform substantially in accordance with the accompanying materials for a period of 1 year (365 days) from the date of receipt. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, but only as to defects discovered during the period of this limited warranty (365 days). As to any defects discovered. After the 365 day period, there is no warranty or condition of any kind. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

15. **Limitation on remedies; no consequential or other damages.** Your exclusive remedy for any breach of this limited warranty is as set forth below. Except for any refund elected by Netripples, you are not entitled to any damages, including but not limited to consequential damages, if the Software does not meet Netripples' Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 18 ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights.

You may have other rights which vary from state/jurisdiction to state/jurisdiction.

YOUR EXCLUSIVE REMEDY: Netripples and its -s' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at Netripples' option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software, that does not meet this Limited Warranty and that is returned to Netripples with a copy of your receipt. You will receive the remedy elected by Netripples without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software to Netripples). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misappropriation, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period, and Netripples will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Netripples' warranty remedy procedures.

16. **DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for

the Limited Warranty of one year and to the maximum extent permitted by applicable law, Netripples and its -s provide then Software and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. Also, there is no warranty or condition of title, quiet enjoyment, quiet Possession, and correspondence to description or non -infringement with regard to the software.

17. Exclusion of incidental, consequential and certain other Damages. To the maximum extent permitted by applicable law, In no event shall Netripples or its -s be liable for any Special, incidental, punitive, indirect, or consequential Damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for Business interruption, for personal injury, for loss of privacy, For failure to meet any duty including of good faith or of Reasonable care, for negligence, and for any other pecuniary Or other loss whatsoever) arising out of or in any way related to the use of or inability to use the software, the provision of or failure to provide support or other services, Information, software, and related content through the Software or otherwise arising out of the use of the software, Or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including Negligence), misrepresentation, strict liability, breach of Contract or breach of warranty of Netripples .And even if Netripples has been advised of the Possibility of such damages.

18. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Netripples and any of its -s under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Netripples with respect to any breach of the Limited Warranty) shall be limited to the greater of the actual damages you incur in reasonable reliance on the Software up to the amount actually received by Netripples for the Software. The foregoing limitations, exclusions and disclaimers (including Sections 16, 17 and 18) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

19. APPLICABLE LAW. Since you acquired this Software from India, this EULA is governed by the laws of the India, to be specific, Indian Constitution of Cyber laws as prevalent at the time in implementation. .

20. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and Netripples relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Netripples policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. The Software is designed and offered as a customized solution for Netripples Software Limited of Hyderabad. You accept that no Software is error free and you are strongly advised to back- up your files regularly. , Netripples guarantees that a) for a unlimited period of usage days from the date of receipt of your license to use the Software or the shortest period permitted by operating system, hardware as applicable for use, applicable law it will perform substantially in accordance with the written materials like User manuals, Administration manuals that accompany the Software; and b) any support services provided by Netripples shall be substantially as described in applicable written materials provided to you by Netripples and Netripples support engineers will use reasonable efforts, care and skill to solve any problem issues. In the event that the Software fails to comply with this guarantee, Netripples will either (a) repair or replace the Software or (b) return the price you paid. This guarantee is void if failure of the Software results from accident, abuse or misapplication. Any replacement Software will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Software and any support services.

Exclusion of All Other Terms - To the maximum extent permitted by applicable law and subject to the guarantee above, Netripples disclaims all warranties, conditions and other terms, either express or implied (whether by statute, common law, collaterally or otherwise) including but not limited to implied warranties of satisfactory quality and fitness for particular purpose with respect to the Software and the written materials that accompany the Software. Any implied warranties that cannot be excluded are limited to 90 days or to the shortest period permitted by applicable law, whichever is greater.

21. Mandatory Annual Maintenance: 12 Months free online warranty during business hours of development and support centers. Annual maintenance post warranty is Mandatory for all clients unless and until a separate contract with separate terms and conditions including payment terms is entered with Netripples. Standard annual maintenance charges are 25% of the license and customization charges combined together by end of last warranty Year or Last Annual Maintenance year.

Limitation of Liability - To the maximum extent permitted by applicable law and except as provided in the Netripples Guarantee, Netripples and its -s



shall not be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Software, even if Netripples has been advised of the possibility of such damages. In any case Netripples entire liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Software. These limitations do not apply to any liabilities that cannot be excluded or limited by applicable laws.

Netripples owns all rights on all versions including the changes made for customized versions at any locations anywhere in the world and all copyrights are reserved vide copyright registration no SW/3220/2006 for versions from year 2004 till date with validity for over 155 countries across the world.

For all enquires and information please contact nearest Channel Network or dial TOLL FREE NO 1-800-425-6696 or login at the support center at <https://www.netripples.com/PartnerRegister.aspx> or send email to support@netripples.com.

**Netripples Software Group, TOLL FREE NO: +1.800.425.6696, Asia Pacific Call Support: +91.40.23751338 or 0849
South East Asia Call Support: +60327766955, Americas Call Support: +1.800.425.6696**

For all latest updates on the channel Network and other information please logon to <http://www.netripples.com>