NOTICE TO USER:

PLEASE READ THIS CONTRACT CAREFULLY BEFORE USING TROPIMED® (The Software)

BY DOWNLOADING OR INSTALLING OR USING THE SOFTWARE AND OTHER MATERIAL RECEIVED IN ASSOCIATION WITH IT, YOU AGREE TO USE THE PRODUCT PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE.

ASTRAL owns all intellectual property in the Software. ASTRAL permits you to Use the Software only in accordance with the terms of this Agreement. Use of some third party materials included in the Software may be subject to other terms and conditions typically found in a separate license agreement or "Read Me" file associated with such materials.

1. DEFINITIONS

"Software" means (a) all of the contents of the files, disk(s), CD-ROM(s), web-based database or other media associated with this Agreement, including but not limited to (i) ASTRAL or third party computer information or software; (ii) related explanatory materials or files ("Documentation"); and (b) upgrades, modified versions, updates, additions, and copies of the Software, if any, licensed to you by ASTRAL (collectively, "Updates"). "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation. "Authorized Number" means one (1) unless otherwise indicated under a valid license (e.g. multi-user license) granted by ASTRAL. "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. "ASTRAL" means ASTRAL SA, company of Ofac, 7 Rue Pedro Meylan, Geneva, Switzerland.

2. SOFTWARE LICENSE

The contents of the Software may be accessed, viewed or otherwise used only by a registered subscriber to Tropimed. As long as you comply with the terms of this Software License Agreement (the "Agreement"), ASTRAL grants to you a nonexclusive license to Use the Software for the active subscription period.

You may use Tropimed free of charge during the evaluation period. This license grants the right to use the information in the program and the associated documentation for a period of thirty days (the "Evaluation Version/Trial version"). When this 30-day evaluation period ends, the user must purchase an annual subscription to access Tropimed and display its pages.

2.1.1 Single-user license

When a user purchases a single-user license, the user has the right to install or Use the Software on a single Computer. The single-user license is personal and cannot be transferred to a third party.

2.1.2 Multi-user license

Purchase of a license for a specific number of users gives the right to Use the Software at a single geographic site on the Authorized Number of terminals (locally or by means of a network). In the case of a medical office, the Authorized Number of users is determined by the specific number of doctors who will use the Software.

2.1.3 Single-clinic license

The single-clinic license is designed for small- to medium-size clinics and gives the right to Unlimited Use of the Software by any number of users and simultaneous sessions at a single geographic site.
2.1.4 Multi-clinic license.

The multi-clinic license is designed for small- to medium-size clinics and gives the right to Unlimited Use of the Software by any number of users and simultaneous sessions at the Authorized Number of geographic sites.

2.2 Renewal and Cancellation

The subscription is automatically renewed each year for a further year. You may cancel your subscription at any time by providing written notification at least three months prior to the end of the subscription period.

2.3 General Use

You may install and Use a copy of the Software on your compatible computer, up to the Authorized Number of computers.

2.4 Unauthorized use of the software

Sharing the password with a non-subscriber or otherwise making the contents of software available to third parties is strictly prohibited. The public use and renting of this software are not allowed without the written agreement of ASTRAL SA, a company of Ofac.

2.5 Server Use and Distribution

Subject to the terms of this Agreement, you may install the Software on a local area network (Client/server installation) for the sole and exclusive purpose of using the Software. Unless otherwise expressly permitted hereunder, no other server or network use of the Software is permitted, including but not limited to use of the Software (i) either directly or through commands, data or instructions from or to another computer or (ii) for internal network, internet or web hosting services.

2.6 Backup Copy

You may make one backup copy of the Software, provided your backup copy is not installed or used on any computer.

2.7 Third Party Website Access

The Software allows you to access third party websites ("Third Party Sites"). Your access to and use of any Third Party Sites, including any goods, services or information made available from such sites, is governed by the terms and conditions found at each Third Party Site, if any. Third Party Sites are not owned or operated by ASTRAL.

YOUR USE OF THIRD PARTY SITES IS AT YOUR OWN RISK. ASTRAL MAKES NO WARRANTIES, CONDITIONS, INDEMNITIES, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING BUT NOT LIMITED TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, INTEGRATION, ACCURACY, SECURITY, AVAILABILITY, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE THIRD PARTY SITES.

3. INTELLECTUAL PROPERTY OWNERSHIP, COPYRIGHT PROTECTION

The Software and any authorized copies that you make are the intellectual property of and are owned by ASTRAL. The structure, organization and code of the Software are the valuable trade secrets and confidential information of ASTRAL. The Software is protected by law, including without limitation the copyright laws and by international treaty provisions. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the Software and all rights not expressly granted are reserved by ASTRAL.

4. RESTRICTIONS

4.1 Notices

You shall not copy the Software except as set forth in Section 2. Any copy of the Software that you make must contain the same copyright and other proprietary notices that appear on or in the Software.

4.2 No Modifications

You shall not modify, adapt or translate the Software. You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent that 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 ASTRAL to provide the information necessary to achieve such operability and ASTRAL has not made such information available.
ASTRAL has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any such information supplied by ASTRAL and any information obtained by you by such permitted decompilation 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. Any modification whatsoever of the software or creation of a new installation program is prohibited. Without express authorization, integration of the software with any other software or its joint use with other software is strictly prohibited. Requests for information should be directed to (custserv@tropimed.com).

4.3 Transfer
You may not rent, lease, sublicense, assign or transfer your rights in the Software, or authorize all or any portion of the Software to be copied onto another user's computer except as may be expressly permitted herein by ASTRAL.

5. UPDATES
The Subscriber shall receive, or be given access to, the updates to Tropimed. You agree that by Using an Update you voluntarily terminate your right to use any previous version of the Software. You acknowledge that any obligation ASTRAL may have to support the previous versions of the Software may be terminated upon availability of the Update.

6. DISCLAIMER OF WARRANTIES
THE SOFTWARE IS SUPPLIED "AS IS". ASTRAL DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PURPOSE. THE USER MUST ASSUME THE ENTIRE RISK OF USING THIS SOFTWARE.

The provisions of Section 6, Section 7 and Section 8 shall survive the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to Use the Software after termination of this Agreement.

7. DISCLAIMER OF DAMAGES
ASTRAL ASSUMES NO LIABILITY FOR DAMAGES, DIRECT OR CONSEQUENTIAL, WHICH MAY RESULT FROM THE USE OF THE SOFTWARE, EVEN IF ASTRAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. LIMITATION OF LIABILITY
THE CONTENTS OF THIS PROGRAM SHOULD NOT BE SUBSTITUTED FOR THE ADVICE OF A QUALIFIED PROFESSIONAL OR PERSONAL PHYSICIAN WHO IS FAMILIAR WITH AN INDIVIDUAL MEDICAL CONDITION. ASTRAL DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF INFORMATION AVAILABLE FROM TROPIMED.

ASTRAL SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY CAUSED BY INFORMATION OBTAINED THROUGH THIS PROGRAM. IN NO EVENT SHALL ASTRAL BE LIABLE FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON SUCH INFORMATION. ASTRAL SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF ANY LEGAL CLAIM IN ANY WAY CONNECTED WITH THE INFORMATION PROVIDED. YOU SHOULD VIEW THE PROGRAM AND THE CONTENT THEREIN AS PROVIDING ONLY AN INDICATION OF THE TRAVEL AND HEALTH RISKS YOU MAY FACE IN ANY GIVEN COUNTRY.

9. APPLICABLE LAW
This Agreement shall be governed by and construed in accordance with the substantive laws in force in the Canton of Geneva, Switzerland, without giving effect to the principles of conflict of laws thereof and to the extent permitted by applicable law, all parties consent to the jurisdiction of courts situated in Geneva in any action arising under this Agreement. In the event that for some reason any part or parts of this agreement shall be held illegal or null and void by any court or administrative body of competent jurisdiction, such determination shall not affect the other provisions remaining in full force and effect.

10. GENERAL PROVISIONS
If any part of this Agreement is found void and unenforceable, it shall not affect the validity of the rest of this 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 in writing when signed by an authorized officer of ASTRAL. This is the entire agreement between ASTRAL and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.
11. CHANGES IN TERMS AND CONDITIONS
ASTRAL reserves the right at its discretion to change, modify, add or remove the Terms and Conditions of this Agreement at any time and post the changes on the website. Continued use of the program following the posting and such notification of any change to these Terms and Conditions shall constitute acceptance by you of the Terms and Conditions as modified. ASTRAL reserves the right to change, modify, suspend or discontinue any or all parts of the program or the material available at any time and reserves the right to restrict your access to parts or all of the Service without notice or liability.

12. COMPLIANCE WITH LICENSES
If you are a business or organization, you agree that, upon request from ASTRAL, within thirty (30) days, you will fully document and certify that use of any and all Software at the time of such request is in conformity with your valid licenses from ASTRAL.

Tropimed® is an international registered trademark of ASTRAL SA.