

LabCollector License Agreement

1. This is an agreement between Licensor and Client (“Customer”), who is being licensed to use the named Software – LabCollector. This agreement is valid for LabCollector all licensing modes (on premises or Cloud/web hosted).

2. Client acknowledges that this is only a limited nonexclusive license. Licensor is and remains the owner of all titles, rights, and interests in the Software. On premises license is provided as a renting permission to install and use software locally. This license also governs trial period. A license is considered valid only after full payment, payment details are stated in the invoice received. License extends automatically, except stated otherwise by licensor, to any optional or add-on to software.

3. License is provided to Customer only and is not transferrable except on very specific cases where the original customer ceases to operate and the same team does not continue to operate. License transfer is also restricted to the same business entity, excluding branches and affiliated companies.

4. This License permits Client to install the Software on one computer system acting as the application server. If another installation is needed on other servers a license must be acquired for each additional computer system and customer may refer to the Service Level Agreement, SLA (www.labcollector.com/support). Client will not make copies of the Software or allow copies of the Software to be made by others, unless authorized by this License Agreement. Client may make copies of the Software for backup purposes only. License grants installation and usage of software on a server or central computer and client usage over local or external network (internet). License also covers usage on a remote server for the unique purpose of usage by local users attached to the Client institution.

5/ Upon purchasing a full license, customers are entitled to support and upgrades for the first year. After this period, these services will automatically expire. To access future upgrades of LabCollector and support/maintenance, customers must have a validly purchased Support & Upgrades service. For more information on the Service Level Agreement (SLA), support options, and conditions, please refer to our support page.

The support and maintenance service is billed annually. Failure to make timely payments may result in penalty fees. Additionally, any special or negotiated pricing may be revoked. If maintenance is missed, renewals will be subject to the prices listed in our current price list.

Software as a Service (SaaS) contracts, whether on-premises or cloud-based, are due annually. Failure to comply will result in impaired licenses and may lead to collection efforts for past due amounts.

6. Licenses may be available at a discounted rate for clients of an “academic” nature. However, this academic pricing is not a right but a privilege, granted solely at the discretion of the licensor. The licensor reserves all rights to refuse or deny such a discount.

Proof of academic status is required. In instances of uncertainty, the licensor retains full rights to determine the applicability of the discount.

An academic profile is defined as nonprofit research entities, exclusively public universities, or affiliated research institutions without any private sponsorship or mandate. Excluded from the academic category are any entities engaged in profit-making activities, regardless of whether these

activities stem from requests, clients, orders, or projects involving any form of payment for a service or job upon request.

7. This Software is subject to a limited warranty. Licensor warrants to Client that the physical medium on which this Software is distributed is free from defects in materials and workmanship under normal use, the Software will perform according to its printed documentation, and to the best of Licensor's knowledge Client's use of this Software according to the printed documentation is not an infringement of any third party's intellectual property rights. This limited warranty lasts for a period of 30 days after delivery. To the extent permitted by law, THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. No agent of Licensor is authorized to make any other warranties or to modify this limited warranty. Any action for breach of this limited warranty must be commenced within one year of the expiration of the warranty. Because some jurisdictions do not allow any limit on the length of an implied warranty, the above limitation may not apply to this Client. If the law does not allow disclaimer of implied warranties, then any implied warranty is limited to 30 days after delivery of the Software to Client. Client has specific legal rights pursuant to this warranty and, depending on Client's jurisdiction, may have additional rights.

8. Developments and additions to software are decided by Licensor even in the event of a service or request from licensee. Licensee may have to pay for development services covering addition of features in software. Licensee accepts to waive any intellectual property claims on any addition in software unless stated otherwise and in agreement with licensor. Exceptions can only be provided on a case by case basis and only on special dedicated add-ons that can be licensed separately, never on core features.

9. In case of a breach of the Limited Warranty, Client's exclusive remedy is as follows: Client will return all copies of the Software to Licensor, at Client's cost, along with proof of purchase. (Client can obtain a step-by-step explanation of this procedure, including a return authorization code, by contacting Licensor or authorized reseller.) At Licensor's option, Licensor will either send Client a replacement copy of the Software, at Licensor's expense, or issue a full refund.

10. Notwithstanding the foregoing, LICENSOR IS NOT LIABLE TO CLIENT FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR CLIENT'S USE OF THIS SOFTWARE. Client's jurisdiction may not allow such a limitation of damages, so this limitation may not apply.

11. Client agrees to defend and indemnify Licensor and hold Licensor harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from Client's business operations.

12. Licensor has the right to terminate this License Agreement and Client's right to use this Software upon any material breach by Client.

13. Client agrees to return to Licensor or to destroy all copies of the Software upon termination of the License.

14. This License Agreement is the entire and exclusive agreement between Licensor and Client regarding this Software. This License Agreement replaces and supersedes all prior negotiations, dealings, and agreements between Licensor and Client regarding this Software.

15. This License Agreement is governed by the law of Paris, France.

16. This License Agreement is valid without Licensor's signature. It becomes effective upon the earlier of Client's signature or Client's use of the Software. Downloading and trying also makes this agreement applicable.

Revised on Feb. 12, 2024