

Licensee has entered into a licence agreement with the VALAB company, hereinafter referred to as "Licensor", to use the Valab® software solution.

In a separate agreement the parties have announced their intention to define the terms and conditions for services of support and maintenance of this software solution.

The parties have therefore decided to enter into an agreement of support and maintenance of the Valab® software solution governed by the present general conditions which shall constitute the master agreement of their relationship and the special conditions which shall constitute an implementation agreement of the present agreement.

Clause 1. Definitions

- **Software Solution:** refers exclusively to the Valab® Software Solution which is the subject of a licence agreement and comprising a set of programmes, processes and rules related to the operation of a data processing system. It concerns a programme identified by its source code, independently of any hardware platform, pursuant to the provisions of Article L.112-2 of the French Code of Intellectual Property (operating system, utility, implementation programme...);
- **Object Code:** programme that can be executed by a microprocessor, obtained by compilation of the source code;
- **Source Code:** list of instructions of a programme expressed in a human-understandable language;
- **Blocking Anomaly:** operating problem making the use of the Software Solution impossible;
- **Partially Blocking Anomaly:** operating problem that is an obstacle to the use of some functionalities of the Software Solution;
- **Non-Blocking Anomaly:** operating problem that is not an obstacle to the use of the functionalities of the Software Solution, as opposed to the Blocking Anomalies and Partially Blocking Anomalies.

Clause 2. Object of the Agreement

2.1 The object of the present agreement is the performance by Licensor for the benefit of Licensee of services of:

- assistance to the customer for the use of the Software Solution;
- corrective maintenance;
- making available versions containing updates.

2.2 Licensee shall only benefit from the present agreement with regard to the set of aforementioned maintenance services, on the express condition that:

- it is up to date with the payment of its license fees and the amounts defined under the present agreement;
- it has carried out the installation and it is using at least the latest version of the Software Solution proposed by Licensor on the day of performance of the services.

It is expressly understood by the parties that the maintenance of versions prior to the latest version shall not be performed pursuant to the present agreement.

Clause 3. Obligations of Licensor

- Licensor having an obligation of means undertakes to permanently assign qualified and competent personnel to perform under this agreement and to exercise all due diligence in the performance of the Services in conformity with the rules of the art;
- Licensor shall do everything in its power to ensure the permanence, continuity and quality of the services that it proposes;
- With the exception of the right to cite referred to under clause 5 of the special conditions, Licensor generally speaking undertakes not to communicate to anyone whomsoever, directly or indirectly, all or a part of any information of an in particular legal, technical, financial, medical or personally identifying nature communicated to it by Licensee, or of which it may become aware during the execution of the present agreement.

Clause 4. Support and Corrective Maintenance

4.1 Support (hotline)

Licensor undertakes by the present agreement to provide Licensee with technical assistance for the use of the Software Solution.

This technical assistance consists in providing at the request of Licensee the explanations it will need to use the functionalities of the Software Solution.

Said service of assistance shall in no way replace, or be assimilated with a training of personnel and assumes in all cases that the Customer's personnel that use the Software Solution have received appropriate training in the use of the Software Solution.

4.2 Corrective maintenance

Licensor shall perform the following corrective maintenance operations:

- diagnosis and correction of defects of the Software Solution only;
- troubleshooting to resolve an operating anomaly of the Software Solution only.

Licensor shall be able to resort, if applicable and in the absence of another programming solution, to a workaround solution.

The intervention procedure with regard to corrective maintenance shall be performed in accordance with the terms and conditions described in "Clause 7" of the present agreement.

In the context of corrective maintenance, Licensor shall correct any Blocking and Partially Blocking Anomalies affecting the Software Solution.

Non-Blocking Anomalies may be corrected by Licensor, but without the latter being liable to any obligation concerning intervention response times.

Clause 5. Updates

Licensor shall make available to Licensee versions containing updates as they are developed along with the associated documentation.

Licensee shall carry out alone the installation of the updates that it will download in accordance with the terms and conditions specified by Licensor who will provide it with assistance at its request.

It is expressly reminded that updating of the Software Solution in the context of the present agreement **does not include adaptive maintenance of the Software Solution.**

Clause 6. Services not included

6.1 Are not included in the contractual services provided by Licensor:

- the recovery of files in the event of accidental destruction caused by Licensee or due to a case of force majeure;
- the development of specific programmes or modules;
- the training of the customer's personnel using the system with the exception of the initial basic training during the first delivery of the Software Solution;
- the maintenance of software tools other than the one specified in the present agreement and in particular those susceptible to operate in sequence with the one specified herewith;
- the maintenance of the Software Solution in the event that it has been subjected to modification or maintenance by a third party;
- the maintenance of hardware equipment (central and peripheral units), of their accessories, consumables and fittings;
- any modifications to be made to the Software Solution for its use on a hardware platform or operating system other than that specified in the licence agreement such as in the event of a change of server;
- the provision of consumables (magnetic medium, paper or other);
- the correction of problems due to incorrect use of the Software Solution by Licensee and in particular due to a use contrary to its intended purpose;
- the correction of problems due to incorrect operation of the hardware equipment on which the Software Solution is installed;
- the correction of problems due to incorrect operation of the communication driver of the laboratory information system (LIS) connected to the Software Solution;
- maintenance operations for a version prior to the latest version made available by Licensor.

Moreover, it is expressly reminded that maintenance will not be performed in the event that Licensee does not respect its contractual obligations and in the event of abnormal use of the Software Solution.

Finally, any request for a maintenance service while the payment of the sums due under the present agreement has not been made and/or Licensee has not installed the latest available version on the day

proposed by Licensor, shall require the conclusion of a new maintenance agreement as well as if applicable the payment of the outstanding amounts to Licensor in order to allow Licensor to perform its obligations under the present agreement.

6.2 Other Services

Services that are not expressly specified in the present agreement may be subject to an agreement between the parties in the form of independent services.

Clause 7. Terms and Conditions of Execution of the Services

7.1 Place and times of performance of the services

Generally speaking, Licensor can intervene in the following ways:

- either by telephone;
- or by email;
- or by remote access to the Software Solution.

Licensee, or if this is not possible, Licensor, shall provide and set up a remote maintenance system in order to allow Licensor to intervene directly on the server and/or the computers of Licensee.

In this respect, Licensee guarantees under all circumstances to Licensor free access to its servers and/or computers in order, on the one hand, to set up said remote maintenance system and, on the other hand, to be able to perform said remote maintenance and downloading of the files of the Software Solution, once the system and the connections are established with the server and computers of Licensee.

The times of day during which the services can be performed by Licensor or its agents are determined as follows: from Monday to Friday from 8:30 to 12:00 and from 14:00 to 17:30. (French hours)

If the assistance or maintenance by telephone or in the form of remote access to the Software Solution does not allow to correct the Blocking or Partially Blocking Anomaly or in the event of a request for an additional service not included in the present agreement, requiring travel of Licensor or of an agent of the latter, the intervention shall occur on the site of Licensee at the address at the beginning of the present agreement, by an agent of Licensor.

For the purposes of the execution of the present agreement, Licensee undertakes to allow access to its premises and installations to the personnel of Licensor. The latter shall be bound to respect the regulations and health and safety requirements in force on the premises of Licensee communicated by the latter.

7.2 Material intervention arrangements for corrective maintenance

Licensor intervenes at the request of Licensee when an event covered by corrective maintenance occurs.

Any Blocking or Partially Blocking Anomaly shall be notified to Licensor in writing, and, upon request of Licensor if applicable, by means of the form communicated by the latter for this purpose. In all cases, Licensee shall notify in particular the nature of the incident or of the operating problem, as well as the conditions under which the Blocking or Partially Blocking Anomaly occurred. Licensee shall accompany its request with the configuration and traceability files requested by Licensor.

Any intervention request received in writing before 14:00 from Monday to Thursday not including public holidays shall be deemed to have been registered and taken into account on the next day at 9:00 not including public holidays. (French hours)

Any intervention request received in writing on Thursday, not including public holidays, after 14:00 or on Friday or Saturday or Sunday shall be deemed to have been registered and taken into account on the following Monday at 9:00 not including public holidays. (French hours)

Licensor shall ensure that it responds to the intervention requests of Customer without delay.

The maximum time before intervention for Blocking or Partially Blocking Anomalies shall be twenty-four (24) hours for all intervention requests received from Monday to Thursday before 14:00 and ninety-six (96) hours for all intervention requests received on Thursdays after 14:00, unless the operating problem reported by Licensee is not considered by Licensor to be a Blocking or Partially Blocking Anomaly. (French hours)

It is expressly reminded to Licensee that the intervention of Licensor within the time limit specified above does not correspond to the time

required for correction of any Blocking or Partially Blocking Anomaly, which may, if applicable, take several days.

Licensor shall acknowledge receipt of all intervention requests for Blocking or Partially Blocking Anomalies sent by any means and shall address, upon request of Licensee, at the end of its interventions a written report of its interventions specifying the dates, the nature of the operations and the names of the intervening agents.

Clause 8. Obligations of Licensee

Licensor's personnel assigned to perform the Services shall remain under the entire and exclusive responsibility of Licensor, who is alone authorised to send them directives and instructions.

Licensee undertakes, in good faith, to:

- collaborate with Licensor for the execution of the services defined by the present agreement;
- designate, in order to do this, within its personnel, qualified persons who may also be the contact persons of Licensor and who will be present during any intervention of Licensor on Licensee's site;
- provide Licensor with all items of information required to accomplish its services, including source code, specifications and any useful technical documents;
- respect the normal conditions of use of the Software Solution, rigorously apply the instructions given by Licensor and respect all of the provisions of the present agreement;
- allow to enter into its premises Licensor's agents, in order to perform the contractual services;
- make available to Licensor a space and a quantity of supplies sufficient to perform the on-site interventions that it shall deem necessary to correct the Blocking or Partially Blocking Anomaly;
- allow Licensor free access to any peripheral or to any programme susceptible to allow the correction of the Blocking or Partially Blocking Anomaly;
- pay the price of the services provided by Licensor, pay the price of any additional service that it might require during execution of the present agreement;
- provide Licensor with access to the Software Solution, including remotely, by communicating all useful login details, so that Licensor is able to carry out its services under the conditions defined in the present agreement;
- install, within an agreed time period, any update or corrected new version of the Software Solution, or otherwise free Licensor from all liability pursuant to the present agreement,
- make available to Licensor memory space allowing the loading of test programmes, hardware and software telecommunication means, as well as codes and passwords allowing the secure execution of the remote maintenance service, along with all sources of information useful to look for and define the nature of the operating problem;
- not engage in any operation which, directly or indirectly, would block or slow down the software maintenance operations, without providing prior notification to Licensor in writing;
- use a technical environment (premises, electrical power supply, air-conditioning, hardware equipment, operating system, consumables, information media) in conformity with the best practices in the art and with any possible specifications recommended if applicable by Licensor;
- Protect and back up in particular data, files, programmes, in order to prevent in particular any loss, destruction or alteration;
- Take all due care and take all possible steps to back up data, files and programmes in order to prevent their loss during the intervention of Licensor.

Clause 9. Confidentiality

The parties undertake to consider as confidential, throughout the term of the present agreement and for an unlimited period after its expiry, the terms of the agreement as well as any information, in particular commercial, financial, technical, medical, personally identifying or other, obtained in the context of its execution.

Concerning their personnel, the parties undertake to obtain confidentiality agreements, concerning the confidential information defined previously, from any members of their personnel who would have access to knowledge or who might have access to knowledge in the course of their regular duties or by any other means.

Clause 10. Responsibilities

10.1 Responsibility of Licensee

Throughout the entire term of the agreement, Licensee is deemed to be the sole custodian of the hardware equipment, software tool(s), files and data susceptible to be used by Licensor.

10.2 Responsibility of Licensor

Except in the case of a demonstrable fault directly attributable thereto, Licensor shall not be held liable for any possible deterioration of programmes, databases, files, information, following the services of assistance, on-site maintenance and remote maintenance.

Licensor shall not be liable for indirect damage from a loss, destruction or alteration of data, or from an operating defect of the Software Solution, such as in particular operating losses or a loss of income.

In all cases, in the event of the accountability of Licensor, the parties agree that the damages and interest borne by Licensor shall be limited to the price of the annual maintenance on the day of the event engaging the liability of Licensor.

Clause 11. Terms of Payment and of the Price

11.1 Payment can be made either by cheque, payable to Licensor, sent to the physical address of Licensor, or by bank transfer, after notification by Licensor of its bank details.

11.2 Any delay in payment, of all or part of a sum due at its maturity, shall bear interest for the benefit of Licensor, to the value of three times the statutory rate of interest in force and a fixed indemnity for cost recovery fees of 40 euros will be applied (Article L. 441-6 of the French Commercial Code). And this, without it being necessary to send a letter of formal notice nor accomplish any prior formality.

Without prejudice to any other request, if Licensor were to entrust the recovery of the monies owed to a third party, Licensee would be liable to pay, over and above this interest on overdue payment, the reimbursement of all expenses and fees incurred.

Clause 12. Force Majeure

Licensor can under no circumstances be held liable, the essential obligations of the agreement being suspended, if there should occur an event of force majeure preventing it from fulfilling its obligations.

Are considered as cases of force majeure independent events beyond the control of Licensor, that it could not reasonably foresee and that it could not reasonably avoid or overcome. This would in particular be the case, without being limited thereto, in the event of war, natural disaster, embargo, epidemic, flooding, outages or incorrect operation of the electricity network and/or of the telecommunication network, any event likely to hamper the proper functioning of the company, such as strikes, lock-out situations, total or partial unemployment, any accident or fire, any interruption or delay in transportation.

Clause 13. Failure to Execute the Obligations - Early Termination

If Licensee fails to respect one of the obligations defined in the present agreement through its own fault or negligence or through that of its employees, agents, suppliers or subcontractors, Licensor shall be able to terminate the present agreement ipso jure, fifteen (15) days after the first submission of a letter of formal notice to put an end to the failure by registered letter with acknowledgement of receipt, with no effect, without prejudice to any other claim that Licensor might formulate.

In all cases, in the event of early termination of the agreement for whatever reason, the amounts paid to Licensor by Licensee under the present agreement shall be deemed definitively acquired thereby.

Moreover, if the termination is attributable to Licensee, all of the sums due until the initially planned term of the present agreement shall be immediately paid to Licensor.

Clause 14. Entirety of Undertakings

It is formally agreed that any tolerance or waiver by one of the parties, in the application of all or a part of the undertakings stipulated in the present agreement, regardless of their frequency and duration, cannot be construed as a modification of the present agreement, nor generate any right whatsoever.

The present agreement represents the entirety of the undertakings existing between the parties.

It replaces and cancels any previous oral or written undertaking related to the subject of the present agreement.

Clause 15. Severability of Clauses

The invalidity, lapse, non-binding nature or unenforceability of any one of the provisions of the present agreement shall not entail the invalidity, lapse, non-binding nature or unenforceability of the other provisions, which shall retain their full force and effect.

The parties may by mutual consent agree to replace or modify any such invalidated provision(s).

Any modification made for whatever reason of any clause of the present agreement shall be done by the drawing up of an amendment to the present agreement signed by the parties.

Clause 16. Governing law – Language of the Agreement

The present agreement shall be governed by French law, to the exclusion of any other legislation. In the event of the present agreement being written in various languages, only the French version shall be binding.

Clause 17. Election of Domicile

For the performance of this agreement and its continuations, the parties respectively elect domicile in their respective registered offices indicated at the beginning of the present agreement, each party undertaking to notify the other party of any modification of its registered office without delay.

By signing the present agreement, Licensee acknowledges that it is fully and entirely aware of the content thereof which it accepts without reservation.

For Licensee:

Date	
Name	
Function	
Email	
Tel.	
Signature and Company / Organisation stamp	