

# AgileBio - LabCollector SaaS Agreement

**v1.1-2017**

LabCollector SaaS service (Software as a Service) is the rented licensing mode of LabCollector also available on premises on a perpetual license mode.

The following is an explanation of terms and conditions related to the SaaS/cloud hosting offering of LabCollector with AgileBio. Use of the service constitutes an agreement to these terms and conditions unless other superseding agreements apply. Additional technical information can be obtained by direct contact with AgileBio via the contact on your most recent quote or invoice.

Web hosting for SaaS, Cloud or dedicated usage is done on AgileBio's private cloud structure located in France or the USA. A choice of datacenter is possible. Redundant systems are in place. Hardware and software used for hosting are periodically updated to keep up with the latest standards.

This agreement is made between parties: AGILEBIO LLC located at 5473 Kearny Villa Rd, Ste 255, San Diego, CA 92123 and/or AGILEBIO SARL located at 1 voie Félix Eboué, 94000 Créteil, France and end users or customers and all underlined affiliates all referred to as CUSTOMER.

## General

Customer may access and use the service in accordance with the terms and conditions explained in this document. Customer must adhere to all laws, rules, and regulations applicable to customer use of the service, plus other policies as defined in this document. This document covers hosting of LabCollector only and has limited applicability to other aspects of LabCollector.

The customer is required to determine the suitability of the service and is the sole responsible entity for service level choices.

AgileBio does not offer any commitment. SaaS/cloud/hosting offering is a complement service and customer can recover/repatriate service to local servers as needed.

Payment and renewing services fees and globally just using the service by logging in, automatically assimilates as a service agreement and as accepted by customer to the current ongoing term of services, disclosed at the time of service renewal and or updated at any moment by AGILEBIO.

## Instance of LabCollector and the accounts

To access the hosting services, customer must create at least one user account on an instance of LabCollector associated with a valid e-mail address. Customer is responsible for all activities that occur under customer account, regardless of whether the activities are undertaken by customer, employees, associates, third parties including colleagues, contractors or agents.

AgileBio and affiliates are not responsible for unauthorized access to customer account. Customer will contact AGILEBIO immediately if it believes an unauthorized third party is using customer accounts or instance of LabCollector or if customer account information is lost or stolen. Customer may terminate its account at any time; notice shall be supplied to the assigned AGILEBIO contact in the most recent quote or invoice.

## Hosting service scope

AgileBio offers the service on shared SaaS servers, VPS or private servers. Additional terms may be contracted client to client as defined in specialized service offers.

Current common SaaS service includes:

- Unlimited storage
- Upload limit of 20Mb per uploaded file
- Sharing domain and subdomains on labcollector.online and labcollector.cloud or any other domain that AgileBio may propose or manage
- Free demo trial
- HTTPS access
- Non-committed uptime of 99%. Uptime is indicative and provided as guidance.

Current VPS/dedicated server service includes:

- 2 core CPU or more
- 4Gb RAM or more
- 50Gb or more for VPS, 500Gb or more for dedicated server
- Full snapshot backup for VPS
- Database backup for dedicated servers

## Support

Support for the hosting services is included as part of the cloud hosting fees. Additional consulting and specific support for LabCollector may be covered by separate fees for support/maintenance. Some resources are available on the LabCollector website.

Support is provided with a default SLA of 48h through support portal including ticketing system. AgileBio may use other channels for support as needed.

SLA time is indicative and terms are described on <http://labcollector.com/support>

## Changes to the Service

AGILEBIO may change, discontinue, or deprecate any of the services or change or remove features or functionality of the service from time to time. AGILEBIO will notify customer of any material change or discontinuation of service as well as new service features. AGILEBIO will notify all clients 60 days in advance of such changes.

## Changes to the API

AGILEBIO may change or discontinue any APIs from time to time. AGILEBIO will notify customers 60 days in advance of any material change to or discontinuation of API features and functionality. AGILEBIO will use commercially reasonable efforts to continue support of previous versions of any API unless doing so (1) poses a security, (2) intellectual property issue, (3) is economically or technically unfeasible, or (4) is required to comply with the law or requests of governmental entities.

## Changes to this agreement

AGILEBIO may change, discontinue or add service level agreements. Impacting changes are announced in advance. AGILEBIO will notify all clients 60 days in advance of such changes.

## Security, integrity and data privacy

AGILEBIO will implement reasonable and appropriate measures to help customer secure data against accidental or unlawful loss, access or disclosure.

As part of the service a daily and weekly backup plan is in place for database and critical files. Backups are not part of any versioning service on demand. Backups are only provided for recovery plans after serious hardware failure, loss of data, etc. Backups cannot be requested by customer as comfort or courtesy for non-critical needs or changes in end user operations. Exceptions to this rule will be analyzed case by case at AGILEBIO discretion.

AgileBio will not access or use customer data except as necessary to maintain or provide services and end user support, or as needed to comply with the law or a binding order from a governmental body. AGILEBIO will not disclose customer data to any government or third party, except as necessary to comply with the law or a binding order from a governmental, state or federal body. AGILEBIO will give notice of any legal requirement or order related to access to customer data, unless it would violate the law or a binding order of a governmental, state or federal body. Certain activity related to security and data privacy may be viewed in audit trails or versioning records within LabCollector. AGILEBIO will only use customer account information in accordance with customer consent, or otherwise described in this or other relevant agreements, mainly for end user support.

AgileBio declines any responsibility in data quality and losses having end user origin.

This service agreement constitutes a NDA grade contract between AGILEBIO and customer regarding data privacy and management.

## Confidentiality

Usage of services regulated by this terms of services are governed as a "NDA" (Non-Disclosure Agreement) between AGILEBIO and end users/clients. Both parties ensure total confidentiality of information. This NDA assimilation expires 6 month after last services payment is observed or when cancellation is executed.

## Suspension of Service

AGILEBIO may suspend service if:

- 1) Use of the service becomes abusive in the determination of AGILEBIO.
- 2) AGILEBIO reasonably believe the service has been accessed or manipulated by a 3<sup>rd</sup> party without consent.
- 3) AGILEBIO reasonably believes suspension of service is required to protect us or customers.
- 4) Required by law or any binding order from a governmental, state or federal body.

## Content

The customer is solely responsible for the development, content, operation, maintenance, and use of data. AGILEBIO declines any responsibility in data quality and losses for any major force reason.

## Fees, payment and renewal

Fees and payment are agreed upon between AgileBio and the customer.

The customer is responsible for any taxes, and will pay for the services without any reduction for taxes. If AgileBio is obligated to collect or pay taxes, the taxes may be invoiced to the customer.

Academic use: If the hosting service was designated as academic or educational, it must be used for non-commercial activity by students, faculty and staff of an educational institution. Commercial use of services provided on an academic or educational basis may incur fees for commercial use or immediate termination of service. Academic status is at AGILEBIO's sole discretion.

All payment MUST be observed within 30 days from issued invoice. Late payment can incur late fees not exceeding 0.5% per month and/or service termination.

Renewal invoices are automatically generated and due at renewal dates. Customer MUST announce with **30 days prior notice** for cancelation of service. Failure of providing notice of cancelation is considered an extra year agreement and will not be refunded.

Cancellation and refund are not accepted for any non-used period.

## Termination

Customer may terminate this agreement by providing a 30 day minimum notice prior to service renewal. First invoice date is considered as the service start. Notice must be provided by fax, email or mail to assigned addresses found in the most recent quote or invoice. Termination request may also be requested through client portal.

Service may be terminated without notice by AgileBio for failure to pay fees. AGILEBIO will make all attempts in good faith to issue reminders and contact customer prior to termination.

Post-Termination Assistance: AGILEBIO will not erase any of your data as a result of the termination for up to 6 months. AGILEBIO may retrieve own data in SQL dump and/or file backup. After confirmation customer data has been retrieved, it may be deleted from AGILEBIO's hosting resources. Ownership of data and related intellectual property does not change as a result of termination of the service.

Post-termination data retrieval due to late fees or unpaid invoice data retrieve/recovery incur in a retrieve fee of \$250 or 250€ and the debt value of unpaid invoices.

## Transfer to local server

AgileBio offers the possibility to migrate or transfer LabCollector service to local server.

Migration to local server will make this service agreement void and transfer the agreement to a perpetual license mode.

Migration to local server will incur a penalty fee if done prior to 3 full years. Penalty will be calculated by deducting paid service fees to the perpetual pricing equivalent. After 3 full years, migration is free to request any time in a paid service year. Service fee must be fully paid.

Data export preparation to send to client (migration) has to be requested to AgileBio and is part of a migration preparation service for a fee. Full migration service may be performed by AgileBio as a service for a fee.

## **Intellectual Property**

Customer data and the associated intellectual property that make use of the service, unless otherwise agreed or licensed, belong to the customer/client or the appropriate entity. Use of the service does not alter ownership of data and intellectual property.

If a customer, or others using the service on the behalf of a customer, provide suggestions to us or our affiliates, we will own all rights, and interest in and to the suggestions. AgileBio and our affiliates will be entitled to use the suggestions. Customers irrevocably assign to us all right, title, and interest in and to the suggestions.

Customers will not reverse engineer or otherwise copy LabCollector or other products and services provided by AgileBio.

## **Import and Export**

Users of the service are responsible for complying with all applicable import and export laws and regulations. Exported database backups are available in LabCollector to be used by end users.

AgileBio declines any responsibility of how provided tools are used.

## **Publicity**

Customers may state publicly that they are a customer of the service. Use of AgileBio and LabCollector trademarks, logos and branding must be done with permission. AgileBio may publicly state that a customer is a customer, generally simply as a logo on website (other situations will always request client approval). Client must clearly and actively request its opposition or ask for removal if publicity is already done. .

Other agreements to limit publicity may supersede the section of this document on publicity.

## **Disclaimers**

The service is provided 'as is' unless otherwise stipulated in other agreements.

AgileBio has a professional service insurance policy contracted to Hiscox. Policy certificate may be provided privately as needed.

## **Miscellany**

Customer may use confidential information related to this agreement and service only in connection with your use of the hosting services, LabCollector or other AgileBio products and services. Customer will not disclose AgileBio confidential information during the term of the agreement or any time during the five year period after termination of the service.

Agilebio will not be liable for acts of God, industrial disturbances, systemic electrical failures, telecommunications failures, or other utility failures, storms, earthquakes or other natural events, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.