

## Perpetual Software Addendum

This Perpetual Software Addendum, together with the Core Terms, will be incorporated into an Order Form between Customer and LabVantage. For clarification purposes, this Perpetual Software Addendum does not apply to Software as a Service. Capitalized terms are defined in the [Core Terms](#).

### 1. License Requirements

Upon execution of the Order Form, LabVantage will provide Customer with a link to download the software and a license key that allows the Software to operate.

The Documentation will specify the operating systems and minimum hardware requirements for the Software to run.

### 2. Term

The Term of the Software license is perpetual, beginning on the day when the LabVantage provides Customer the license key.

Provided that Customer has paid the Software license fee due under the Order Form and Customer's access to the Software is not prohibited by US or other applicable export law, Customer's license to the Software will survive any expiration of the Agreement.

### 3. Remedy for Breach of Warranty

During the first ninety (90) days of the Software license LabVantage, at its option and at no additional charge, will repair, refund or replace any Software that does not substantially conform to its Documentation.

After the first 90 days, LabVantage's support for any failure of the Software to substantially conform with its Documentation requires purchase of the Software Maintenance Plan described below.

### 4. Technical Support and Maintenance

**4.1 Support and Maintenance Plan.** Customer may purchase a Support and Maintenance Plan for the Software on an annual basis by signing an Order Form and paying the applicable Fee. During any annual period in which Customer purchases SMP, LabVantage will provide the technical support and maintenance set forth in <https://www.labvantage.com/legal/support>. Any updates, patches and new versions provided as part of the SMP are deemed to be Software.

**4.2 Renewal.** SMP will renew automatically for successive one (1) year periods unless Customer cancels the SMP in writing ninety (90) days prior to the renewal date. Customer is not entitled to IP indemnification for IP Claims related to any time

period in which Customer did not purchase SMP. The fees for each SMP renewal will not increase more than ten (10%) over the prior year unless the inflation index applicable to the invoice currency exceeds (10%) annual inflation.

**4.3 Reinstatement.** If Customer's SMP terminates or expires, Customer may reinstate the SMP at a later date upon payment of the amount that the Customer would have paid had there been no lapse.

**4.4 User Count.** Customer's SMP will be priced on the total number of Authorized Users of all user types licensed to Customer, regardless of whether Customer uses a subset of those licenses in any given SMP Period or whether the licenses were procured at different times. Customer cannot purchase or terminate SMP for a subset of its licenses. LabVantage may align the SMP period for additional Authorized Users to the existing annual SMP period.

### 5. Invoicing.

LabVantage will invoice Customer for the perpetual license Fee and first annual SMP Fee when LabVantage provides the license key.

For any subsequent SMP renewals, LabVantage will invoice Customer prior to each annual renewal period.

### 6. Escrow

LabVantage deposits each release of the Software with its escrow agent. Customer may, at its option and expense become a beneficiary under such agreement by signing the escrow agreement and paying applicable fees. However, LabVantage may remove Customer as a beneficiary if this Agreement terminates or expires or if Customer does not purchase or renew SMP.

### 7. Indemnification.

For purposes of determining the amount of Software Fees that may be refunded to Customer under the *Indemnification* section of the Core Terms, LabVantage will prorate the refund based on a straight-line amortization over a five-year period starting at the beginning of the Term.