

Subscription Software Addendum

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

1. License Requirements

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

2. Term

2.1 Annual License Period. The Term of the Software license is one (1) year, beginning on the day when the LabVantage provides Customer the license key.

2.2 Renewal. Provided that the Software is generally available, and Customer is not in breach of the Agreement or LabVantage's intellectual property rights, the Software will renew automatically for successive one (1) year periods at LabVantage's then-current fees unless Customer notifies LabVantage in writing at least sixty (60) days prior to the end of the then-current annual period that it does not intend to renew.

2.3 Multi-year Term. The Order Form may reflect a multi-year Term, which will be comprised of successive annual license periods. For example, a three year Committed Term reflects three (3) license periods of one (1) year each.

3. License Key

The Software requires a license key to operate. 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 for the first annual license period. LabVantage will provide Customer a license key for any subsequent renewal period.

4. Remedy for Breach of Warranty

The warranties set forth in the Core Terms apply during the Term and any renewal period. As the exclusive remedy for a breach of the warranty that the Software does not substantially conform to its Documentation, LabVantage will repair or

replace any non-confirming Software or refund the then-current annual fee.

5. Technical Support and Maintenance

During the Term, LabVantage will provide the technical support and maintenance set forth in <https://labvantage.com/legal/support>. Any updates, patches, new releases provided as part of the technical support and maintenance are deemed to be Software.

6. Invoicing

LabVantage will invoice Customer for the initial annual Fee when LabVantage provides the license key. For any subsequent renewals, LabVantage will invoice Customer prior to each annual renewal period.

7. 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 is terminated or expires.

8. Indemnification.

For purposes of determining the amount of Software Fees that may be refunded to Customer under the *Indemnification* section of the Core Terms, the refund will be the then-current annual fee.

9. Termination or Expiration

Upon termination or expiration of Customer's license, Customer must delete or destroy the Software.