



General Terms and Conditions of licence and maintenance for the

Valab® Software Solution

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Registered Office: VALAB 13 Chemin de la Madeleine 31130 Flourens – France
• +33 (0) 531 083 499 • valab@valab.com • www.valab.com

SARL with a capital of €7622.45 • Intra-community VAT FR 73340677665 • R.C.S. Toulouse • SIRET No. 340 677 665 00010 • APE 6202A

GENERAL TERMS AND CONDITIONS OF LICENCE AND MAINTENANCE

Company VALAB, (hereafter referred to as the “*Licensor*”) has designed and developed a software solution for verifying clinical and medical test reports made up of a set of programmes, processes and rules related to the running of a data-processing set (Valab®, hereafter the “*Software Solution*”).

These General Terms and Conditions apply to the licences (hereafter the “*Licence*”) and to the assistance, maintenance and updating services (hereafter “*Maintenance*”) of the Software Solution and are completed by terms and conditions specific to them (hereafter the “*Special Terms and Conditions of Licence and/or Maintenance*”) which are an integral part of them.

The Licensee after having been informed of the specific characteristics and functionalities of the Software Solution defined by the Order has declared an interest in its use in the context of his/her professional activity.

The complementary or overriding terms in relation to these Terms and Conditions are defined by the order placed by the Licensee or the VALAB quote accepted by the Licensee (hereafter the “*Order*”).

All of the provisions of the General Terms and Conditions and of the Order are essential and decisive for the licence and Maintenance services of the Software Solution and are indivisible (hereafter the “*Agreement*”).

The Agreement is comprised of the following contractual documents presented in hierarchical order of decreasing legal value:

- Order;
- Special Terms and Conditions of the licences and/or maintenance services;
- General Terms and Conditions applicable to licences and maintenance services.

In the event of contradiction between one or several provisions in one of the contractual documents, the document of highest rank will prevail. In the event of contradiction between one or several provisions in contractual documents of the same rank or between successive versions of contractual documents, the most recent document will prevail.

Any Licence or Maintenance involved in an Order implies unreserved acceptance of these General Terms and Conditions.

Article 1. Purpose

This document defines the terms and conditions in which the Licensor grants the Licensee with a non-exclusive and non-transferable right to use the Software Solution and to benefit from its Maintenance defined by the Order.

Article 2. Duration

The duration of the Licence and of the Maintenance is defined by the Orders and applies:

- For unlimited-term licences (“*Acquisition of licence*”), as from the date of signature of the Order;
- For fixed-term licences (“*Right to use the licence for a fixed term*”), as from the date of installation by Valab;
- For Maintenance services, as from the date:
 - Of installation of the Software Solution by Valab if the Licensee intends to add the said services to the licence;
 - Defined by the Maintenance Order in the event of renewing said services.

Any stoppage in the Maintenance services of an unlimited-term licence, regardless of the time and reason for this, will imply the automatic termination of the fixed-term licences.

Article 3. Collaboration between the parties

3.1 The Licensor shall apply all the care normally used in his/her profession to respect the obligations incumbent on him/her in the context of the Agreement.

3.2 The Licensee has a general duty in relation to the Licensor to cooperate, including in particular:

- Communication of any useful information and the answer to any questions that the latter may have;
- Making the necessary means available for the performance of the Agreement;
- The implementation of all necessary measures to give access to his/her premises as well as all facilities allowing the installation or maintenance of the Software Solution by the Licensor.

The Licensee recognises that he/she has received from the Licensor all the necessary information allowing him/her to take all useful precautions to ensure the efficient implementation of the Software Solution and its use in his/her information technology environment and more particularly the prerequisites to be implemented.

Article 4. Price – Payment

The price and payment terms of the Licence and Maintenance are defined by these General Terms and Conditions and by the Order.

The prices of the Right to use the fixed-term licences and the Maintenance services are revised each year on the first day of each new twelve-month period of performance of the agreement according to the SYNTEC index as published by the SYNTEC Federation according to the following formula: $P_{n+1} = P_0 \times (S_1 / S_0)$.

P_{n+1} = revised price;

P_0 = for the first year, the initial price, for the following years, the revised price (P_{n+1}) of the previous year;

S_0 = SYNTEC index applicable on the date of establishing the P_0 ;

S_1 = SYNTEC index applicable on the revision date.

Unless otherwise indicated, the price is set in Euros (€) exclusive of all taxes, duties or levies applicable and payable within 30 days following the date of issue of the invoice.

No discount will be granted for early settlement.

In accordance with the provisions of the French Commercial Code, any delay in payment, of all or part of a sum due on its due date, shall give rise to late penalties equal to three (3) times the statutory rate of interest in force and a fixed indemnity for cost recovery fees of forty (40) Euros, without prejudice to any other request from the Licensor.

Benefiting from the Licence and the Maintenance is subject to the actual payment of the amounts defined by the Order.

Article 5. Guarantee – Liability

The Licensee recognises that he/she has received from the Licensor all necessary information allowing him/her to understand the Software Solution and its functionalities and to assess its suitability for his/her needs in the context of his/her professional activity.

The Licensor is subject to an obligation of means and will endeavour where possible to ensure the consistency, continuity, quality and lead-times of its services in accordance with professional rules.

5.1 The Licensee recognises that it is not possible to guarantee that the Software Solution will continuously satisfy his/her performance requirements or that it will operate without interruption, bug or defect and that in this respect he/she will not be able to seek the liability of the Licensor.

5.2 The Licensee alone is responsible for the security of his/her information system and for the backup of his/her data and cannot incur the liability of the Licensor in this respect.

5.3 Bearing in mind the risks in particular for natural persons in the case of the Software Solution usage that does not comply with this agreement, the Licensor cannot be held liable or provide any guarantee, for any reason whatsoever in the event of non-compliance.

5.4 The Licensor cannot in any way or in any case be required to repair any indirect damage incurred by the Licensee due to use of the Software Solution or as a result of a loss, destruction or alteration of data or an operating fault of the Software Solution, such as in particular, without this list being exhaustive, loss of profits, loss of production, decrease of turnover, loss of earnings.

Article 6. Termination

6.1 The Agreement may be terminated as of right by one of the parties if the other party fails to respect one of its contractual obligations, through the latter's own fault or negligence or that of their employees, agents, suppliers or subcontractors, and does not rectify such breach within fifteen (15) days following the first presentation of a formal notice sent by registered letter with confirmation of receipt, without prejudice to any other request that the other party may make.

6.2 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.

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

Article 7. Confidentiality

The parties undertake to respect the confidentiality of the terms of the agreement as well as any information, in particular commercial, financial, technical, medical, personal, identifying or other information, obtained in the context of its execution, throughout the term of this agreement and after the termination of the relationship, unless such information is already known to the general public.

Each party undertakes to obtain the same undertakings of confidentiality from its personnel and agents who have knowledge of it or who could have knowledge of it in the context of performing their duties or by any other means.

Article 8. Quotation rights

The Licensee accepts that the Licensor can refer to his/her capacity as customer on any marketing medium of their choice.

Article 9. Force Majeure

The Licensor's liability may not be incurred in any event in the case of a force majeure event preventing it from respecting its obligations which will be suspended.

In addition to the provisions of Article 1218 of the French Civil Code, the following are considered as force majeure events, without this list being exhaustive, in the cases of war, natural catastrophe, embargo, epidemic, floods, failures or operating problems with the electrical network and/or the telecommunication network, any event likely to hamper the good running of the company, such as strikes, lock-out situations, full or partial unemployment, any accident or fire, any interruption or any delay in transport.

Article 10. Processing of personal data

The present clause determines the framework for the collection and use of personal data between the parties in their respective capacity as data controller.

As a preliminary remark, it is reminded that Licensee is a health professional bound in particular by medical secrecy and compliance with the legal provisions in relation to the personal data of its patients. In this respect,

it is the sole responsibility of Licensee to define the conditions under which it processes said data concerning its patients, it being reminded that Licensor shall in no way whatsoever be the recipient of such data.

10.1 Collection of personal data

In conformity with the provisions related to the protection of personal data and in the context of their relationship, each party is likely to process the following data communicated or made accessible by the other party, namely: last name, first name, company name, address, telephone number, fax number, electronic address, business registration identification number (in France, the SIREN number), profession, economic category, activity, items necessary for billing and payment.

Such data will be kept throughout the duration of the present agreement, then archived for evidentiary purposes (up to ten years for accounting records and, if applicable, for the entire duration of any litigation and until all remedies have been exhausted).

10.2 Use of personal data

Personal data collected by one or the other party will only be used for the following purposes:

- To implement measures useful for the performance of its contractual obligations with regard to the other party as defined under the present agreement;
- To perform the administrative operations related to contracts, orders, invoices, payments and bookkeeping with regard to managing the accounts of Licensee on the one hand and the accounts of Licensor on the other hand.

Licensee confirms it has been informed of the privacy policy of Licensor, said policy being available on the web site of the latter.

10.3 Transmission of personal data

Personal data collected from one or the other party can be communicated within the limits of their duties, (i) to all of its internal departments looking after the management of contractual relationships and technical service interventions, (ii) to its subcontractors solely for the purposes mentioned above.

This data shall not be subject to any external communication other than that provided for above unless it is to meet any legal or regulatory obligations or upon request from an administration or a judicial authority.

10.4 Rights of access and rectification

Any person whose personal data is processed shall have, at any time, the right to access, rectify, limit, delete, oppose, move such personal data as is held by the other party.

Any person whose personal data is processed has the right to lodge a complaint with the French National Commission for Data Protection and Liberties (CNIL).

10.5 Security of personal data

Each of the parties undertakes to implement optimum security measures to protect personal data against alteration, accidental or unlawful loss, use, disclosure, unauthorised access.

10.6 Data Protection Officer

Licensor has appointed a Data Protection Officer who can be contacted (i) at the following electronic address: privacy@valab.com (ii) at the following postal address: Data Protection Officer, VALAB, 13 chemin de la Madeleine, 31130 Flourens, France.

In the eventuality that Licensee has appointed a Data Protection Officer, it shall provide to Licensor the contact details thereof.

Article 11. Intellectual property

11.1 The Licensor retains all of the intellectual property rights on the Software Solution, as well as all the prerogatives thereto attached.

11.2 The Licensee shall acquire no intellectual property right, nor any right other than those granted by this agreement.

The Licensee is forbidden from infringing the legitimate interests of the Licensor and any use that is not specifically stipulated by the French Intellectual Property Code or authorised herein.

Any use that does not comply with the Order and any deed by the Licensee that contradicts these provisions will be deemed as infringement.

11.3 On the condition of respecting a period of notice of three (3) days, the Licensee expressly authorises the Licensor to come to the premises of the Licensee whenever he/she finds fit in order to verify if the use of the Software Solution is in conformity with the present agreement.

Article 12. General stipulations

12.1 Entire agreement

The Agreement sets forth the entire contract entered into by the parties with regard to its purpose.

12.2 Amendment

Any amendment of the agreement can only be taken into account after the signing of a rider by the duly empowered representative of each of the parties.

12.3 Titles

In the event of difficulty of interpretation between any of the titles and any of the clauses, the content of the clause shall take priority over the title.

12.4 Nullity

If any one of the provisions is deemed to be null in the light of a rule of law or of a current law, it shall be deemed to be not written but the other provisions shall maintain their force and their scope.

12.5 Renunciation

Unless otherwise stipulated, the fact that one of the parties has not demanded the application of any specific provision will not be able to be considered in any case whatsoever as a waiver of the rights of this party with regard to said provision.

Article 13. Address for service – Applicable law

For the performance of this agreement and its outcome, the parties elect their address for service in their respective registered offices indicated in the Order, each party undertaking to notify the other party of any modification of its registered office as soon as possible.

This 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.

SPECIAL TERMS AND CONDITIONS OF LICENCE

These Special Terms and Conditions of Licence apply in addition to the General Terms and Conditions that they complete and with which they are indivisible.

According to the parties' agreement, the licences may be granted:

- For an unlimited term ("Acquisition of licence"), with the maintenance services being subject to the placing of a separate order involved in additional billing.
- For a fixed term including the maintenance services ("Right to use the licence for a fixed term")

Any stoppage in the Maintenance services of an unlimited-term licence, regardless of the time and reason for this, will imply the automatic termination of the fixed-term licences.

Article 1. Terms and Conditions of the Licence

1.1 The Licence is granted only for the purpose of the Licensee's professional activity.

The Licence is granted according to the terms and conditions chosen by the Licensee including in particular the number of reports processed by period of 24 hours. In the event of lack of respect by the Licensee of the terms and conditions of the Order, any guarantee and the Licensor's liability will be excluded.

1.2 In order to allow use that respects the rights of the Licensor as well as the latter's recommendations for use of the Software Solution, any change of Laboratory Information System shall be notified by the Licensee to the Licensor.

Bearing in mind the risks in particular for natural persons in the case in particular of an incorrect connection, and the consequences which may result therefrom, if the present obligation of notification is not respected by the Licensee, the Licensor shall neither be held liable nor assure any guarantee, for any reason whatsoever.

1.3 This right of use is expressly limited to the Software Solution in the form of the executable code for the information technology environment specified in the Order.

This right of use consists for the Licensee in implementing the programmes comprising the Software Solution with a view to obtaining the execution of the operation requested. This right is exclusive of any other and prohibits the performance of any other operation on the Software Solution and the programmes it comprises.

The Licensee is forbidden from performing any non-compliant deed, and in particular:

- From accessing the Software Solution source code;
- From using the Software Solution in conditions that are not specified herein and in particular using it for a total number of reports processed over a period of twenty-four (24) hours and/or by a number of users greater than what is defined in the Order;
- From making a backup copy that is not only necessary for maintaining the use of the Software Solution; only one backup copy is authorised;
- From correcting by himself/herself or having a third party correct any possible errors or defects in the Software Solution without the prior written consent of the Licensor;
- From granting a loan of the Software Solution or making it available by any means whatsoever, including via the Internet network;
- From engaging in the remote transmission of the Software Solution or its diffusion, making it available on a network and in particular on the Internet network or in any other form;
- From translating, adapting, rearranging, or modifying the Software Solution;
- From decompiling the Software Solution, including for purposes of interoperability, outside the legal conditions and the conditions provided for in the present agreement and in particular for the purpose of creating a derivative or competing work of the Software Solution.

In the event that the Licensee would like to obtain essential information allowing to implement the interoperability of the Software Solution with other software solutions and for a use which remains in conformity with its purpose, the Licensee undertakes, before carrying out any operation for this purpose, to consult the Licensor.

In the event that the Licensor may not provide the information required for this interoperability, the Licensee undertakes to:

- Inform the Licensor of all the actions which will be performed to allow such an operation as well as the location and the identity of the parties involved;
- Limit his/her intervention only to the parts of the Software Solution essential for interoperability;
- Keep confidential the information that he/she has obtained by decompilation;
- Not use the information obtained in this way for purposes other than to allow interoperability of the Software Solution;
- Not use the information obtained in this way for the development, production or marketing of a software solution with a similar purpose or for any other act infringing on the intellectual property rights of the Licensor.

Article 2. Delivery – Installation – Training

2.1 The Licensor shall deliver the Software Solution to the address specified in the Order, within a maximum period of one hundred and twenty (120) calendar days from the notification by the Licensee of the putting into operation of the Laboratory Information System meeting the prerequisites communicated by the Licensor and allowing the connection of the Software Solution.

2.2 The Software Solution is delivered in the form of executable code accompanied by its documentation.

The installation of the Software Solution shall be performed exclusively by the Licensor.

2.3 The implementation of the guarantees and responsibilities of the Licensor pertaining to the Software Solution and defined in these General and Special Terms and Conditions is subject to its installation by the Licensor and to training given at the same time.

Article 3. Access to the Software Solution

3.1 Access to the Software Solution will be possible either by the use of the licence file(s) [software key(s)] communicated by the Licensor or by the use of the Licensor remote licence server (Valab Service Provider) through an URL address provided by the Licensor.

3.2 In the situation where the Licensee uses the Valab Service Provider, the Licensor can collect merely technical information excluding all personal or confidential data, to assess the compliance of the present conditions of Software Solution use.

3.3 The Licensor ensures the continuity access to the Software Solution. However, in the case in particular of force majeure, of a disruption of telecommunications services, of non-compliance with the prerequisites or a failure in the Laboratory Information System of the Licensee, the Software Solution access could be interrupted without the liability of the Licensor being engaged for any reason whatsoever.

Article 4. Consequences of the end of the Agreement

At the end of the Agreement for any reason whatsoever, the Licensee shall:

- Stop using the Software Solution immediately;
- Return to the Licensor or certify to the destruction of all the copies of the Software Solution at his/her disposal as well as all documentation concerning the Software Solution, within a period of ten (10) days from the date of termination;
- If appropriate, certify the destruction of all licence files or return to the Licensor any protection keys, within a period of ten (10) days from termination.

In the situation where the Licensee uses the Software Solution by connecting to the Valab Service Provider, the Licensor will cancel all rights to use of the Software Solution within ten (10) days without any prior notice being required.

Article 5. Liability

5.1 On express agreement between the parties, the Licensor submits to an obligation of means.

5.2 The Licensee recognises that the Software Solution is in conformity with the documentation that he/she confirms to have in his/her possession on the day of the signing of the Order.

5.3 The Licensor will not be bound to bear any liability beyond the conformity of the Software Solution with the documentation and the functionalities defined therein or in the event of unsuitability of the Software Solution in relation to the Licensee's requirements which is the latter's sole responsibility.

5.4 In any event, the Licensor's liability may not be incurred in the context of this agreement, all causes considered, beyond the amount of the fees actually paid by the Licensee for the use of the Software Solution:

- For Licences with a one-off fee, this limit is set at the amount of this initial fixed fee;

- For Licences with periodical fees, this limit is set at the accumulated amount of the fees paid by the Licensee during the contractual year in progress upon occurrence of the operative deed incurring the liability.

SPECIAL TERMS AND CONDITIONS OF MAINTENANCE

The Licensor will provide assistance with the use, corrective maintenance and the availability of updates to the Software Solution (hereafter “Services”) in accordance with the terms and conditions below which apply, in addition to the General Terms and Conditions which they complete and with which they are indivisible.

Article 1. Terms and conditions of services

In the event of absent or late payment of the maintenance Services, their performance will be subject to the signature of a new maintenance Order and the payment of the amounts remaining due to the Licensor for the Licence and Maintenance of the Software Solution.

Maintenance will not be performed in the event that the Licensee does not respect the latter’s obligations under the licence agreement or this document, in particular in the event of abnormal use of the Software Solution.

Only the last major version offered by the Licensor on the date of the request for services and the version prior to the last major version will be subject to maintenance, as long as the last major version has been available for less than two (2) years on the date of request of the services. For this purpose, a version number consists of a number followed by a dot followed by a number (example: 14.04). The number before the dot is called the major version number, the number after the dot is called the minor version number.

Except for orders of fixed-term licences and maintenance, where the Licensee has not subscribed annually for the maintenance Services, any new Services will be dependent on the signature of a new agreement for which the Licensor alone will define the terms and conditions, in particular the financial terms and conditions.

Article 2. Assistance

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

This technical assistance consists in providing the explanations required by the Licensee to use the functionalities of the Software Solution, at the request of Licensee and remotely.

The assistance services shall in no way replace, or be likened to a training of personnel and assume in all cases that the Licensee’s personnel using the Software Solution have received appropriate training in the use of the Software Solution.

Article 3. Corrective maintenance

The Licensor will ensure exclusively the corrective maintenance of the Software Solution in the event of an anomaly (hereafter “Anomaly”):

- Blocking Anomaly making the use of the Software Solution impossible;
- Partially-blocking Anomaly that hinders the use of some functionalities of the Software Solution;
- Non-blocking Anomaly that does not prevent the use of the functionalities of the Software Solution even if this is done by means of an unusual procedure.

The Licensor will perform:

- 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 Licensor will correct the Blocking Anomalies and Partially-Blocking Anomalies affecting the Software Solution according to the lead-times below which do not apply to the correction of non-blocking anomalies.

Article 4. 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; any installation by the Licensor will be billed as an additional service.

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 which would be necessary notably by a modification of the environment of the Software Solution.

Article 5. Services not included

Only the services specifically defined by this agreement are ensured to the exclusion of all others.

Without this list being exhaustive, the following in particular 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 Licensee's personnel using the Software Solution with the exception of the initial basic training during the first delivery;
- the maintenance of software solutions other than the one specified in the Order and in particular those that may operate in sequence with the one specified herewith;
- the monitoring, the maintenance and the update of the operating systems of the Licensee;
- the monitoring of the Licensee's networks;
- the monitoring and the functioning of the Licensee's elements allowing the access to the Valab Service Provider via the Internet;
- 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 of the Licensee;
- 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 non-maintained version of the Software Solution in accordance with Article 1 above.

Article 6. Terms and Conditions of Execution of the Services

6.1 Request of intervention by the Licensee

Any request will be put forward in writing as a priority via the portal accessible at the URL <https://portal.valab.com/> or by telephone using the details provided by the Licensor; requests for corrective maintenance should be confirmed in writing.

6.2 Performance of the Services

As chosen by the Licensor, the latter's assistance may take place by telephone, e-mail or by a remote access to the Software Solution.

The Licensee, or if this is not possible, the Licensor, shall provide and set up a remote maintenance system in order to allow Licensor to intervene directly on the Licensee's servers and/or workstations.

In this respect, Licensee guarantees under all circumstances to Licensor a secure access to its servers and/or workstations in order to set up said remote maintenance system and 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 Licensee's servers and workstations.

The Services may be performed by the Licensor from Monday to Friday from 8.30 a.m. to midday and from 2.00 p.m. until 5.30 p.m.

6.3 Material intervention arrangements for corrective maintenance

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

Any Anomaly should be notified to the Licensor in accordance with the conditions above, specifying in particular the type of incident or problem and the conditions in which the Anomaly occurred. Licensee shall accompany its request with the configuration and traceability files requested by Licensor.

Any intervention request received before 2.00 p.m. 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 a.m. not including public holidays (French time).

Any intervention request received on Thursday, not including public holidays, after 2.00 p.m. 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 a.m. not including public holidays (French time).

Licensor shall ensure that it responds to the intervention requests of Licensee 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 2.00 p.m. and ninety-six (96) hours for all intervention requests received on Thursdays after 2.00 p.m., unless the operating problem reported by Licensee is not considered by Licensor to be a Blocking or Partially Blocking Anomaly (French times).

It is expressly reminded 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 send, upon request from the Licensee, at the end of its interventions, a written report of its interventions specifying the dates and the nature of the operations.

Article 7. 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 Order;

- Designate 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 obligations of this document;
- Ensure that the means used to access to the Valab Service Provider are available and maintained;
- Allow Licensor's agents to enter into its premises, in order to perform the contractual services;
- Provide Licensor with space and a quantity of supplies sufficient to perform the on-site interventions to correct an Anomaly;
- Allow Licensor free access to any peripheral or to any programme that may enable to correct the Anomalies;
- 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 herein;
- Install, within an agreed time period, any update or corrected 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 solution 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 such matters and with any specifications from the 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.

Article 8. Liability

8.1 Liability of Licensee

Throughout the entire term of the agreement, Licensee is deemed to be the sole custodian of the latter's hardware equipment, software tool(s), files and data that may be made available to the Licensee by Licensor.

8.2 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 on-site or remote services.

For this purpose, it is expressly agreed between the parties that the Licensor cannot see his/her liability engaged for any reason whatsoever as a result of the use by the Licensee of a Software Solution version would not be maintained in accordance with the Article 1 above.

In all cases, in the event that the accountability of Licensor is proved, the damages and interest, all causes considered, borne by Licensor shall be limited to the price of the annual maintenance on the day of the operative event incurring the liability of Licensor.