



Deltablots

Service agreement

eLabFTW PRO Support

Public diffusion

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1. Parties

1. Deltablots - Single-member simplified joint stock company with a share capital of 21,000 euros, registered under number 922 205 109 R.C.S. Créteil, with its head office at 116 avenue de Paris, 94800 Villejuif, France (the “Supplier”)

2.

(the “Customer”)

2. Context

1. This document establishes the rules that both parties agree to for the PRO Support offer for on-premise deployments.
2. The Customer acknowledges having received from the Supplier all the information enabling them to assess the suitability of the Software to their needs.
3. The Supplier and the Customer therefore wish to conclude a contract in accordance with the provisions of this Agreement.

3. Agreement

3.1. Definitions

Terms beginning with a capital letter, whether used in the singular or plural, will have the meaning given to them below:

Agreement: means this Agreement, including all Appendixes, and any modifications to this Agreement from time to time.

Business day: means any day of the week from Monday to Friday other than a public holiday in France.

Business Hours: means the hours from 10:00 a.m. to 6:00 p.m. (Central European Standard Time) on a Business Day.

Confidential Information: means any information transmitted between the parties.

Customer Data: means all data added by the Customer to the Platform via the Hosted Services. This corresponds to the data present in the relational database as well as the files uploaded by users.

Losses: means all losses, damages, liabilities, fines, costs, expenses (including reasonable legal fees), and third-party claims, whether direct or indirect, arising from or related to this Agreement, the Services, or any Security Incident.

Platform: means the infrastructure of servers and software services deployed by the Client to operate the Hosted Services.

Hosted Services: means a fully deployed instance of the eLabFTW Software

Security Incident: means any confirmed or reasonably suspected unauthorised access, disclosure, alteration, loss, or destruction of Customer Data, or any breach of the Supplier's security measures affecting the confidentiality, integrity, or availability of Customer Data or the Service.

A Security Incident does not include: (a) unsuccessful attempts that do not compromise Customer Data (for example, failed logins, pings, or scans); or (b) events affecting systems beyond the Supplier's reasonable control.

Software: means the eLabFTW Software edited by Deltablot SASU, having its main website at <https://www.elabftw.net> and source code hosted at <https://github.com/elabftw/elabftw>.

Support Services: means remote assistance in accessing and using the Hosted Services by Users.

Supported Web Browser: means the latest stable version at any time of:

- Firefox (Mozilla)
- Chrome (Google)
- Edge (Microsoft)

Term: means the period for which this Agreement is in force.

Users: Any person authorised by the Customer to access the Hosted Services.

4. Duration and terms of renewal

1. This contract will enter into force upon signature by both parties for a term of one (1) calendar year, unless the Customer opts for a three (3)-year term, in which case the initial term shall be three (3) calendar years.
2. The contract may be renewed for an identical duration (one year or three years, as applicable) if the Customer accepts a new quote and issues a formal purchase order no later than 15 days before the end of the current term.

5. Termination

5.1. Termination for Convenience

The Customer may terminate the Contract at any time before its expiry by giving thirty (30) days' written notice to the Provider. In such case, the amounts already paid for the ongoing subscription period shall remain due and shall not be refunded, in whole or in part.

5.2. Termination for Cause

Either Party may terminate the Contract with immediate effect by written notice if the other Party commits a material breach of its obligations under the Contract and fails to remedy such breach within fifteen (15) days of receiving written notice requiring it to do so.

5.3. Termination for Non-Payment

The Supplier may suspend access to the Service or terminate the Contract immediately if the Customer fails to pay any invoice within fifteen (15) days following its due date.

5.4. Effects of Termination

Support services will no longer be operated. The qualified timestamping service will no longer be functional. The customer remains free to continue using the service.

6. Survival of Clauses

1. The termination or expiry of this Contract, for any reason whatsoever, shall not affect any rights, obligations or liabilities of either Party that have accrued prior to such termination or expiry.
2. The following provisions shall survive the termination or expiry of this Contract:
 - a. confidentiality obligations;
 - b. data-protection and data-security obligations;
 - c. limitations and exclusions of liability;
 - d. intellectual property rights;
 - e. governing law and dispute-resolution clauses; and
 - f. any other provisions which, by their nature or express terms, are intended to survive termination.
3. For clarity, the Supplier may retain copies of Customer Data only to the extent required by applicable law or necessary to demonstrate compliance with its legal or contractual obligations, and such data shall remain subject to the confidentiality and data-protection provisions of this Contract.

7. Hosting of the Service

1. The parties acknowledge and agree that Appendix A (Particularities of the Hosted Services) will govern the hosting arrangements for the Hosted Services.

8. Use of Data

As part of the PRO Support offering, the Supplier has no access to the Customer's Data.

9. Intellectual Property

1. Nothing in this Agreement has the effect of assigning or transferring the intellectual property rights of the Supplier to the Customer, or of the Customer to the Supplier. Furthermore, the Parties understand that this Agreement does not give rise to intellectual property rights.

10. Support Services

1. The Supplier will provide the Support Services to the Customer during the Term of this Agreement in accordance with Annex 2 (Specifics of the Support Service).

11. Payments

1. The Customer will pay the Supplier the sum of money corresponding to the quote received from the Supplier, within 30 days of sending the invoice by the Supplier.
2. Payment can be made by bank transfer or credit card.
3. In the event of delay or non-payment by the Customer, the Supplier reserves the right to interrupt access to the Hosted Services and Support Services, after having given to the Customer at least 15 Business Days written notice, after the amount has become overdue.
4. If the Customer decides to stop using the service at any point during the period of the contract, the Supplier is under no obligation to reimburse the Customer of the fraction of the price corresponding to the remaining time.

12. Price revision clause

1. The Supplier may modify the pricing of the service at each annual deadline, without exceeding a difference of 10% of the price excluding tax of the previous year.

13. Protection of personal data

13.1. Personal data collected

The Hosted Services collect the following information:

- E-mail address
- First and last name
- Connection IP address

This information collected is necessary for the operation of the Hosted Services and the eLabFTW software. IP addresses (connection logs) are not kept beyond 6 months, and are used for activity logging.

1. The Supplier undertakes to comply with all applicable laws and regulations regarding the protection of personal data, including the General Data Protection Regulation (GDPR 2016/679).

2. The Supplier guarantees that all personal data collected, processed or stored through the Hosted Services will be treated securely and confidentially.
3. The Supplier undertakes to put in place appropriate technical and organizational measures to protect this data against unauthorized access, disclosure, alteration or accidental destruction.
4. The Supplier also undertakes to assist the Customer as far as possible in responding to requests to exercise the rights of data subjects in accordance with the provisions of the GDPR.
5. The Customer acknowledges and accepts that all personal data that he processes in the context of the use of the Hosted Services are under his responsibility and must be brought into compliance by him.

14. Confidentiality

1. Each Party undertakes not to disclose Confidential Information acquired from the other Party in one way or another, during the Term and even after the end of the Contract.
2. This confidentiality obligation does not apply to information that is in the public domain.
3. This duty of confidentiality will also not apply when a Party finds itself obliged to provide information in accordance with legal provisions, orders emanating from a public body or court decisions.

15. Non-transferability

1. This Agreement may not be assigned to a third party by the Customer.

16. Completeness and indivisibility

1. This contract is the entire agreement between the parties. If any part is found to be unenforceable, the remainder remains in effect and will be adjusted to the extent possible to achieve the original purpose, in accordance with the law.
2. No indication or document can generate obligations without an amendment signed by both parties.

17. Applicable law and competent court

1. This contract is subject to French law, to the exclusion of any other legislation.
2. Any dispute related to the interpretation, execution or validity of this contract will be subject to the exclusive jurisdiction of the Commercial Court of Créteil or any other Court agreed upon by the parties.

18. Execution

The Parties have indicated their acceptance of this Agreement by executing it below.

Signed by Nicolas CARPI, President, in Villejuif, France, on

duly authorized on behalf of the Supplier.

Signed by

on

duly authorized on behalf of the Customer.

A Appendix A: Particularities of Hosted Services

1. The Platform is hosted by the Client within their own network infrastructure.
2. The Platform is deployed according to the official instructions provided in the Software documentation: <https://doc.elabftw.net>.

B Appendix B: Specificities of the Support Service

B.1 Description

1. The Supplier undertakes to provide the Customer with an email address allowing remote support for the use of the Hosted Services.

B.2 Consideration and resolution

1. The Supplier undertakes to respect a response time and resolution of problems depending on their impact:

Level	Description	Consideration time	Resolution time
Critic	The Hosted Services are inoperable or an essential function is not available	16 Business Hours	24 Business Hours
Serious	An essential function is significantly impaired	24 Business Hours	36 Business Hours
Moderate	A non-essential function is significantly impaired	3 Business Days	15 Business Days
Minor	Any alterations not falling within the above categories, and any cosmetic problems	5 Business Days	45 Business Days

Supplier will reasonably determine which severity category a problem falls into.

B.3 Late penalties

1. In the event of non-compliance with clause 2.1 by the Supplier, a late penalty of 100 EUROS per Working Day of delay may be demanded by the Customer from the Supplier
2. The annual amount of late payment penalties cannot exceed 20% of the total annual amount excluding taxes of the Agreement.

B.4 Limitations

1. Beyond 20 hours per month spent by the Supplier's personnel performing the Support Services, the Supplier can suspend Support Services.
2. Supplier has no obligation to provide Support Services for any issues caused by Customer's improper use of the Hosted Services or any modifications to the Hosted Services made without Supplier's prior consent.