Support agreement

PRO Support eLabFTW by Deltablot

Version February 2025

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Agreement

1. Definitions

1.1 Except to the extent expressly provided otherwise, in this Agreement:

- "Agreement" means this agreement including any Schedules, and any amendments to this Agreement from time to time;
- "Business Day" means any weekday other than a bank or public holiday in France;
- "Business Hours" means the hours of 10:00 to 18:00 CET on a Business Day;
- "Calendar Hour" means an hour on any day and time of day, irrespective of Business Hours;
- "Charges" means the following amounts:
    - the amounts specified in Part 2 of Schedule 1 (Software Particulars);
    - such amounts as may be agreed in writing by the parties from time to time
- "Customer" means the subscriber of PRO Support service
- "Effective Date" means the date of execution of this Agreement;
- "Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);
- "Initial Term" means a period of twelve (12) months from the Effective Date.
- "Provider" means Deltablot SASU
- "Renewal Term" means a period of twelve (12) months from the end of the previous Initial Term or Renewal Term.
- "Schedule" means any schedule attached to the main body of this Agreement;
- "Services" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;
- "Software" means the software identified in Part 1 of Schedule 1 (Software Particulars);
- "Support Services" means support in relation to the use of the Software and the identification and resolution of errors in the Software, including the provision of training services whether in relation to the Software or otherwise; and
- "Term" means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2.

2. Term

2.1 This Agreement shall come into force upon the Effective Date.

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contact@deltablot.email

2.2 This Agreement shall continue in force for a period of twelve (12) months from the Effective Date (the "Initial Term"), at the end of which this Agreement shall renew automatically for successive periods of twelve (12) months (each a "Renewal Term"), subject to termination in accordance with Clause 10.

3. Support Services

3.1 The Provider shall provide the Support Services to the Customer during the Term.

3.2 The Provider shall provide the Support Services with reasonable skill and care.

3.3 The Provider shall provide the Support Services in accordance with Schedule 2 (Support SLA).

3.4 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

4. Customer obligations

4.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:

- co-operation, support and advice;
- information and documentation; and
- governmental, legal and regulatory licences, consents and permits,

as are reasonably necessary to enable the Provider to perform its obligations under this Agreement.

4.2 The Customer must provide to the Provider, or procure for the Provider, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under this Agreement.

5. Charges

5.1 The Customer shall pay the Charges as specified in the quotation document provided by the Provider.

5.2 A new quotation will be issued annually and must be validated by the Customer before payment.

5.3 All amounts stated exclude any applicable taxes, which shall be added and paid by the Customer, if required.

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6. Payments

6.1 The Provider shall issue invoices for the Charges to the Customer on or after the invoicing dates set out in Part 2 of Schedule 1.

6.2 The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 6.

6.3 The Customer must pay the Charges by bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).

6.4 If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may charge the Customer 40,00 EUR.

7. Warranties

7.1 The Provider warrants to the Customer that:

- the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and
- the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

7.2 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

7.3 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

8. Limitations and exclusions of liability

8.1 Nothing in this Agreement will:

- limit or exclude any liability for death or personal injury resulting from negligence;
- limit or exclude any liability for fraud or fraudulent misrepresentation;
- limit any liabilities in any way that is not permitted under applicable law; or
- exclude any liabilities that may not be excluded under applicable law.

8.2 The limitations and exclusions of liability set out in this Clause 8 and elsewhere in this Agreement:

- are subject to Clause 8.1; and

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- govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

8.3 The Provider shall not be liable to the Customer in respect of any loss of profits or anticipated savings.

8.4 The Provider shall not be liable to the Customer in respect of any loss of revenue or income.

8.5 Neither party shall be liable to the other party in respect of any loss of use or production.

8.6 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

8.7 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.

8.8 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

9. Force Majeure Event

9.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

9.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

- promptly notify the other; and
- inform the other of the period for which it is estimated that such failure or delay will continue.

9.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

10. Termination

10.1 Either party may terminate this Agreement, to expire at the end of the Initial Term or the then current Renewal Term, by giving to the other party at least 30 days' written notice of termination.

10.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

10.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party:

- is dissolved;

- ceases to conduct all (or substantially all) of its business;
- is or becomes unable to pay its debts as they fall due;
- is or becomes insolvent or is declared insolvent; or
- convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement).

11. Effects of termination

11.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 6.2, 6.4, 8, 11, 14 and 15.

11.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

11.3 Within 30 days following the termination of this Agreement for any reason:

- the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement; and
- the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this Agreement,

without prejudice to the parties' other legal rights.

12. Notices

12.1 Any notice from one party to the other party under this Agreement must be given by electronic mail.

12.2 The parties' contact details for notices under this Clause 12 are as follows:

- in the case of notices sent by the Customer to the Provider, contact@deltablot.email ; and
- in the case of notices sent by the Provider to the Customer, the Customer's email address as used for billing purposes, or the main contact identified by both parties.

12.3 The addressee and contact details set out in Clause 12.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 12.

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13. Subcontracting

13.1 The Provider may subcontract any of its obligations under this Agreement.

13.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

14. General

14.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

14.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

14.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

14.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

14.5 This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

14.6 Subject to Clause 8.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

14.7 This Agreement shall be governed by and construed in accordance with French law.

14.8 The courts of France shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

15. Interpretation

15.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

- that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- any subordinate legislation made under that statute or statutory provision.

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15.2 The Clause headings do not affect the interpretation of this Agreement.

15.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

Schedule 1 (Software Particulars)

Identification of Software

The Software covered under this agreement includes up to **five (5) concurrent installations** of the official distribution of eLabFTW, available at:

- https://hub.docker.com/r/elabftw/elabimg (Docker image repository)
- https://github.com/elabftw/elabimg (Docker image source repository)
- https://github.com/elabftw/elabctl (installation helper script)

Additionally, any **custom distribution** specifically created by the Provider for the Customer, explicitly intended for installation in the supported environment, is covered under this agreement.

Supported Versions

The Provider will support the latest **stable release.**

Beta, development, or unofficial builds are not covered unless explicitly stated in a separate agreement.

Supported Configurations

Support is provided for **installations deployed using the official OCI image** which can run on Docker or Podman or any other compatible OCI containerization orchestrator.
Any **modifications or custom configurations made by the Customer** without prior approval from the Provider may not be covered under this agreement.

Custom Distributions

If a **custom distribution** is provided by the Provider, support will be limited to the **features and modifications explicitly agreed upon**.
The Provider is **not responsible** for third-party modifications or changes made by the Customer outside of the agreed scope.

Deployment Environment

The Software must be deployed in an environment that **meets the minimum system requirements** as defined in the [official documentation](#).
The Provider will not be responsible for issues caused by:

- Unsupported operating systems
- Conflicting dependencies
- Misconfigurations outside of the recommended setup

Schedule 2 (Support SLA)

1. Introduction

1.1 This Schedule 2 sets out the service levels applicable to the Support Services.

2. Helpdesk

2.1 The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this Schedule 2.

2.2 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.

2.3 The Provider shall ensure that the helpdesk is accessible by email.

2.4 The Provider shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Term.

2.5 The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

3. Response and resolution

3.1 Issues raised through the Support Services shall be categorised as follows:

- critical: the Software is inoperable or a core function of the Software is unavailable;
- serious: a core function of the Software is significantly impaired;
- moderate: a core function of the Software is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Software is significantly impaired; and
- minor: any impairment of the Software not falling into the above categories; and any cosmetic issue affecting the Software.

3.2 The Provider shall determine, acting reasonably, into which severity category an issue falls.

3.3 The Provider shall use reasonable endeavours to respond to requests for Support Services promptly, and in any case in accordance with the following time periods:

- critical: 24 Business Hours
- serious: 24 Business Hours
- moderate: 24 Business Hours
- minor: 48 Business Hours

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3.4 The Provider shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.

3.5 The Provider shall use reasonable endeavours to resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:

- critical: 48 Business Hours
- serious: 48 Business Hours

4. Provision of Support Services

4.1 The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

5. Limitations on Support Services

5.1 If the total hours spent by the personnel of the Provider performing the Support Services during any calendar month exceed 10 hours then:

- the Provider will cease to have an obligation to provide Support Services to the Customer during the remainder of that period; and
- the Provider may agree to provide Support Services to the Customer during the remainder of that period, but the provision of those Support Services will be subject to additional Charges.

5.2 The Provider shall have no obligation to provide Support Services in respect of any issue caused by:

- any factor outside the scope of the Support Services; or
- the improper use of the Software by the Customer; or
- any alteration to the Software made without the prior consent of the Provider.

5.3 If the Provider provides Support Services at the request of the Customer and the Provider, after beginning the provision of those Support Services, reasonably concludes that the Provider has no obligation to provide those Support Services by virtue of the exceptions set out in Paragraph 5.2, the Provider may levy additional Charges in respect of:

- those Support Services; and
- any subsequent Support Services provided in relation to the issue with the consent of the Customer, at its standard time-based rates.