

## SaaS Addendum

This SaaS Addendum, together with the Core Terms, will be incorporated into an Order Form or between Customer and LabVantage for SaaS Services.

### 1. SaaS Services

During the Subscription Term, LabVantage will provide the SaaS Services set forth in the Order Form in a Cloud Environment. Customer will access and use the Software solely via the SaaS Services.

### 2. Term

The initial Subscription Term will be one (1) year, beginning on the date that LabVantage notifies Customer that the standard production Cloud Environment is available.

### 3. Renewal

The Subscription Term will renew for successive 12-month periods at the then-current fee indicated in LabVantage's invoice unless either party delivers written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-current Subscription Term. Customer must provide a purchase order or written confirmation that a purchase order is not required for any annual period not included in a committed Term.

### 4. Number of Authorized Users

The Order Form will specify the authorized use and quantity restrictions, such as the number of Authorized Users or other metric. Customer may execute an Order form to add Authorized Users at an additional fee.

### 5. Installation; Maintenance; Validation

**5.1 Initial Installation and Configuration.** LabVantage will perform the initial Software installation and configuration.

#### 5.2 Maintenance

During the Subscription Period, LabVantage will install any new releases, upgrades, updates, maintenance releases or software patches on a scheduled basis. LabVantage will notify Customer via VantageCare, email or other means of any scheduled Maintenance.

LabVantage anticipates that releases will be made available approximately every (18)

months. Customer's environment will be upgraded no less than every two (2) years.

LabVantage will perform Maintenance on Customer's development Cloud Environment first. Customer will have ninety (90) days to test the changes in the development Cloud Environment.

If Customer identifies issues during testing, Customer must log the issues in VantageCare. Customer will have an additional fourteen (14) days to test the changes after notification by LabVantage that the issue has been resolved.

If Customer does not respond the time periods above, LabVantage will proceed to install the Maintenance on the production system as scheduled or as soon as possible if the scheduled window has passed.

For Emergency priority issues, LabVantage may perform Maintenance on the production Cloud Environment first. The Customer will have 14 days following the completion of Maintenance to verify that the issue has been resolved.

**5.3 Validation Documentation.** If Customer purchases a documentation validation package, Attachment B applies.

### 6. Backup and Recovery

**6.1 Frequency.** LabVantage will perform a daily snapshot of the database for backup. Each snapshot is retained for fourteen (14) days.

**6.2 Restorations.** Customer may request up to (2) database restorations per year that are not related to a disaster without incurring additional costs. Customer may purchase additional database restores on a time and materials basis. Because the time required for a database restore is dependent on the size of the database, no commitment is made to when a database restore will be completed. LabVantage verifies its database backup and restore process on an annual basis by restoring a database on a comparable system.

### 7. Customizations

**7.1 Standard SaaS.** Customizations to the LabVantage Standard SaaS Service are not allowed.

**7.2 LabVantage Enterprise SaaS.** Any customizations to the LabVantage Enterprise SaaS must be made by LabVantage under a Professional Services engagement subject to an additional fee and not by Customer or a third party. If the customization includes interfacing with Customer's systems outside of the Cloud Environment, LabVantage cannot guarantee its correct functionality until Customer makes any necessary changes to the externally interfaced software, which is maintained by Customer. If the SaaS Services include any customizations, Customer must purchase Customer Care Plus services at an additional charge.

## 8. Maintenance and Technical Support.

During the Subscription Term, LabVantage will provide maintenance and technical support as set forth in the Support and Maintenance Policy available at <https://www.labvantage.com/legal/support>.

In addition, technical support for SaaS also includes:

- (a) platform support for the Cloud Environment is provided 24 x 7 (24 hours per day / 7 day per week). Platform availability includes slow system response, users unable to logon, pages do not display and other issues that impact the ability to access and use the SaaS Services;
- (b) Software issues that may be the result of database or hardware malfunctions;
- (c) Unexpected or unusual system response or behavior;
- (d) troubleshooting or assistance related to LabVantage's installations, maintenance release, patch installs, upgrades, migrations, or new instances. Any references to Customer performing such activities in the Support and Maintenance Policy will be interpreted to refer to LabVantage.

## 9. Service Level Warranty (SLA)

**9.1 System Availability.** "System Availability" means the percentage of time during each calendar month when the production SaaS Services are available to Customer, excluding downtime resulting from: (a) scheduled maintenance; (b) force majeure events; (c) temporary service suspensions (d) issues associated with the Customer's or a third party's equipment, including but not limited to computing devices, local area networks or internet service

provider connections; (e) modifications to the SaaS Service by anyone other than LabVantage; (f) acts or omissions of Customer or third party outside of LabVantage's control; (g) Customer Content; and (h) third party products.

**9.2 Scheduled Maintenance.** LabVantage reserves the right to take the SaaS Services offline for scheduled maintenance, including updates. LabVantage will provide Customer reasonable notice of scheduled maintenance or changes to its previously scheduled maintenance window.

**9.3 Temporary Services Suspensions.** LabVantage may temporarily suspend Customer's access to any portion or all of the SaaS Service, including the Customer Content, if LabVantage reasonably determines that: (a) a threat, attack, denial of service attack, or other event creates a risk to the SaaS Services, Cloud Environment, the internet data center, any party or a third party; (b) Customer's use of the SaaS Services or the Customer Content creates a risk to the Cloud Environment, the internet data center, any party or third party, or may subject LabVantage or any third party to liability; (c) Customer uses the SaaS Services for fraudulent or illegal activities or in violation of the Agreement; (d) subject to applicable law, Customer ceases to continue its business in the ordinary course, attempts to make an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding (e) there is any unauthorized access to or use of the SaaS Services; (f) Customer is in default of its payment obligations and has not cured such default within fifteen (15) days of notice by LabVantage; (h) there is an unusual spike or increase in Customer's use of the SaaS System, which gives rise to a reasonable suspicion of unauthorized use; or (i) applicable law prohibits LabVantage from providing the SaaS Services to Customer. LabVantage will use commercially reasonable efforts to provide written notice of any service suspension to Customer and will provide updates regarding resumption of availability of the SaaS Services following any service suspension. For clarification purposes, any service suspension for non-payment does not relieve Customer of its obligation to pay Fees due under the Agreement.

LabVantage will not provide any Service Credits and will have no liability for any damage, liabilities, losses (including any loss of data or profits) that a Customer may incur as a result of any service suspension under this section.

**9.4 Service Credits.** LabVantage will provide Customer a Service Credit for any calendar month in which the following System Availability levels are not achieved:

<b>System Availability</b>	<b>Service Credit Amount</b>
Less than 99% but equal to or greater than 95%	10% of monthly fee
Less than 95% but equal to greater than 90%	25% of monthly fee
Less than 90%	100% of monthly fee

Customer may request up to one (1) Service Credit each month. Customer must request each Service Credit within thirty (30) days of the end of the calendar month when the System Availability was not met. Customer's failure to request a Service Credit within this timeframe will forfeit the Service Credit for that month. LabVantage will apply each Service Credit to Customer's next renewal for the SaaS Services Subscription Term. Service Credits are not available for the first sixty (60) days following the project go-live as defined in the Professional Services project plan.

This Service Credits section states the Customer's sole and exclusive remedy for any noncompliance with the System Availability. LabVantage MAKES NO WARRANTY THAT THE SYSTEM WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION.

## **10. Responsibility Matrix.**

The responsibilities and requirements in Attachment A apply to the SaaS Services.

**Attachment A  
Responsibility Matrix**

Service	Customer	LabVantage	Additional Detail
<p><b>Responsible</b> = The party responsible to work on and complete the task  <b>Accountable</b> = The party accountable to approve the completed work  <b>Consulted</b> = The party whose opinion is sought for recommendations or information  <b>Informed</b> = The party that is updated on progress and completion of work</p>			
<b>Cloud Environment</b>			
Installation of Cloud Environment; for example, virtual private cloud, virtual machines, operating systems, storage, database, routing tables, default access control list, default security group, load balancing, subnets, Internet gateways, etc.	I	R,A	LabVantage installs and maintains the Cloud Environment.
Installation of software on the Customer's network or hardware such as Bartender, NWA, SDMS Collectors, etc.	R,A,C	N/A	All software installations and updates on the Customer's local computer network is the Customer's responsibility.
Collecting, inputting, and updating all Customer Content stored in the Cloud Environment.	R	N/A	
Virtual Private Network (VPN) setup on the Cloud Environment	C,I	R,A	LabVantage will provide all necessary connection details to the Customer. LabVantage limits the number of routed IP addresses to a subnet with a bit-group length of 16 or fewer; for example, 10.12.24.0/15, which provides 131,070 available IP addresses.
VPN setup on Customer's network	R,A	C,I	Customer will complete the VPN connection to their network. Customer is responsible for confirming the connection is complete and working.
Obtain and install HTTPS security certificate	C,I	R,A	LabVantage will create the security certificate for HTTPS use, which is generated and provided through the Cloud Host. Customer will provide certain information toward completion.
Database connectivity for the local development of reports, business intelligence, etc.	A,C,I	R,A	Applies to LabVantage Enterprise SaaS only. LabVantage will create and configure the database and the Customer will confirm connectivity after installation.
<b>Business Continuity / Disaster Recovery</b>			
Backup Schedules/Policy	I	R,A	LabVantage will configure all system backups.
Business Continuity Plan	R,A,C	N/A	Customer is solely responsible for creating and maintaining a business continuity procedure in case of a disaster event.
Disaster recovery configuration	A,I	R	

Service	Customer	LabVantage	Additional Detail
Disaster recovery testing	R,A	I	<p>LabVantage will conduct standard disaster recovery testing as part of the organization's ISO 9001 and 27001 certifications, which is a process not specific to any one SaaS Services customer.</p> <p>LabVantage offers Customer-specific disaster recovery testing for an additional cost.</p>
System/data recovery after disaster	A,I	R,C	LabVantage will restore affected systems to the last point of stored backup.
<b>Performance</b>			
LabVantage SaaS system performance	A,C,I	R	<p>LabVantage will scale the Cloud Environment based on the number of users purchased.</p> <p>LabVantage will use tools to monitor the health of the SaaS System. Customer may report any performance issues.</p>
<b>Functions inside the LabVantage SaaS software</b>			
LabVantage in-application functions such as user and master data creation, security settings, etc.	R,A,C	N/A	
<b>Termination Activities</b>			
Return of Customer Content	A,I	R	Following termination or expiration of the Agreement, LabVantage will provide Customer a copy of all Customer Content stored within the system.

## **Attachment B**

### **Validation Documentation**

If Customer purchases a documentation validation package for the Software via the Order Form, LabVantage will deliver the following evidence of validation for the out-of-the box Software after the initial installation and each Upgrade to the Software:

- Infrastructure Installation Verification (IIV) for the Cloud Environment
- Software Installation and Verification (SIV) for the Software

The following is also available in connection with the product release process:

- Release Documentation for the delivered Major, Minor, or Maintenance Release of the Software or any Accelerator
- Operational Qualification (OQ) Package for the last Major or Minor Release

LabVantage may modify the validation evidence based on risk-based best practices for validated industries.

The documentation validation package does not cover customizations. Customer may also purchase validation services from LabVantage by signing an Order Form and paying the applicable fee.