



# Terms and Conditions – LIMS Software by CPD Technologies

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**Website:** <https://cpdtechnologies.in>

**Contact:** [info@cpdtechnologies.in](mailto:info@cpdtechnologies.in) | +91-8800159719 / 8375893389

## 1. Introduction

These Terms and Conditions ("Terms") govern the use of the Laboratory Information Management System ("LIMS" or "Software") provided on a Software-as-a-Service (SaaS) basis by CPD Technologies ("we", "us", or "our"). By subscribing to or using the Software, you ("Client") agree to these Terms.

## 2. Service Overview

The LIMS software is a secure, cloud-based platform for laboratory data management, reporting, compliance, and automation. It is delivered on a SaaS basis, with infrastructure, maintenance, and updates managed by CPD Technologies.



### 3. Hosting and Data Access

The published copy of the LIMS is hosted on a dedicated cloud panel managed and maintained by CPD Technologies.

The application server is managed solely by CPD Technologies.

All client data remains the property of the client and can be accessed upon verbal / written email request to [info@cpdtechnologies.in](mailto:info@cpdtechnologies.in) by authorised client representative/s.

Data backup can be requested during the active subscription period. If the subscription has expired and the client requests a backup, the client must pay the Mandatory Annual Support on a monthly prorated basis for the duration the data was hosted post-expiry.

Hosting of application data other than code can be done on the client's AWS infrastructure (RDS + S3) at client's own cost. CPD has limited control over external client-provided infrastructure and provides restricted support related to file uploads or data retrieval upon written consent. However, hosting on client infrastructure will not result in any reduction or waiver in the cost of Mandatory Annual Support or server management components.

In case of any critical action related to data that needs to be done by CPD from the server, a prior notice via verbal/email intimation will be given to the client on the email provided during onboarding.

The server cost of the first year will be applicable for a period of 1 year from the date of invoice and then will be charged as a part of successive Mandatory Annual Support.

### 4. Client Data Ownership and Retention

Clients retain full ownership of all uploaded and processed data. CPD only accesses client data for service delivery. Data hosted on CPD infrastructure will be retained for 30 days post-expiry and deleted only after email intimation to the client. Backups will be provided during the active subscription or after prorated support fee payment if the subscription is inactive. Clients must not upload inappropriate, malicious, or unlawful content. Any breach will be considered a violation and may lead to suspension or legal action.



## 5. Mandatory Annual Support

- Infrastructure support as defined in Clause 3 (Hosting and Data Access)
- Bug fixes and updates
- Compatibility and performance improvements
- Training and technical support
- Daily backups with a two-day rolling retention
- Server Hosting and Renewal

## 6. Feature Releases and Enhancements

CPD will communicate new features and upgrades to clients. Clients may opt to adopt new features per CPD's change request policy and pricing.

## 7. Third-Party Integrations

CPD facilitates integration with third-party services (e.g., Tally, WhatsApp, ERP, SMS etc). Responsibility for third-party service functionality, licensing, and cost rests with the client.

## 8. Payment Terms

Payments must be made as per invoice or proposal. No refunds will be processed after payment. Taxes are applicable as per law.

## 9. Scope Changes

All the modules designed will belong to this scope only, If the client or third party redeploys or intends to deploy the said software for different sets of users it shall make the contract null and void and CPD has a right to claim compensation for it. Any change(New Development/Change in existing flow of LIMS) outside the scope in the said product would attract extra cost. CPD does not claim responsibility for maintainability of already existing code in the system other than LIMS. CPD reserves the right to revise the schedule and compensation in case there are any changes to the scope of work and



services requested by the client. These changes will be mutually agreed between the two parties.

## 10. Resolution Timeline

CPD Technologies is committed to providing timely support and resolution to reported issues. The resolution timelines are as follows:

- For any showstopper issues: within 3 hours
- For any general fixes: 24-48 hours
- For any new development/customisation: As per mutually agreed cost and timeline

These timelines may vary based on complexity, third-party involvement, or external dependencies. CPD will keep the client informed in case of any expected delay in resolution.

## 11. Data Privacy and Security

- AES-256 encryption, TLS 1.3
- RBAC, MFA, API protection
- OWASP Top 10 compliance
- Daily monitoring, 30-minute threat response SLA
- Firewall, IDS/IPS, and other applicable security practices

## 12. Internal Security Audits

CPD conducts regular internal audits and system checks. Audit results are CPD's intellectual property. Third-party compliance or certifications can be arranged at additional cost. CPD may change servers, technology, or protocols for system improvement with/without notice.

## 13. Service Availability

The uptime target of 99.9% is maintained on CPD's cloud. CPD is not liable for downtime caused by third parties or force majeure.



## 14. Expiry/ Termination of Agreement

This agreement will expire at the end of the occurrence of any of the following events, whichever is earlier.

- a) Termination of this Agreement by mutual agreement of the Parties
- b) This Agreement is superseded by another Agreement between the Parties.
- c) The Project has been completed by CPD as per the scope of work.
- d) Termination as a result of the breach by the other Party of their obligations.

In case, this Agreement is terminated by the client prior to completion, the client shall be responsible for payment of services/deliverables rendered through the date of termination.

Upon termination or expiry, CPD will provide data backup in a machine-readable format (e.g., CSV, JSON, or SQL dump) upon written request and settlement of dues, if any.

## 15. Limitation of Liability

CPD's total liability for any claim under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total subscription fees paid by the Client in the preceding three (3) months of the claim.

This limitation shall not apply to:

- Any breach of data confidentiality as defined in Clause 18 (NDA),
- Willful misconduct, gross negligence, or fraud,
- Infringement of third-party intellectual property rights

## 16. Force Majeure

- Natural calamities
- Cyberattacks
- Legal restrictions
- Internet outages or third-party failures



Either party shall be excused during such events and must notify the other party in writing within 5 days.

## 17. Indemnification

- Illegal use
- Breach of these terms
- Third-party data violations

## 18. Non-Disclosure Agreement (NDA)

Both parties agree to maintain strict confidentiality regarding all proprietary data, designs, credentials, internal documentation, source codes, business processes, strategic information, pricing, and correspondence shared during the course of the engagement.

The Client shall not share CPD Technologies' documents, code architecture, implementation methodologies, security information, or any proprietary visuals with any third party without CPD's explicit written consent.

CPD will not disclose any client information or business details including data structure, reports, processes, or usage details to any third party without the client's prior written approval.

This NDA clause will survive even after the expiration or termination of the agreement and will remain binding on both parties and their successors or affiliates for a period of 2 Years.

## 19. Disclaimer

Third-party names and logos used are owned by their respective entities. CPD uses them under the Fair Use Doctrine (Section 107, Copyright Act).

## 20. Modifications



CPD may revise these Terms with notice via email or website. Continued use implies acceptance.

## 21. Jurisdiction and Dispute Resolution

This Agreement shall be governed by Indian law.

The courts of Delhi shall have exclusive jurisdiction related to scope of this document. Disputes will first attempt mediation, followed by arbitration under the Arbitration and Conciliation Act, 1996.

## 22. Trainings and Deployment

CPD provides training and deployment via online mode only. Training sessions are mutually scheduled based on availability of both CPD and client teams.

If the client requests offsite training, the following charges must be borne by the client:

- Fastest feasible travel mode to and from the expert's location
- Lodging and accommodation arrangements at a minimum 3-star standard or equivalent
- Training venue, projector or laptop facility if required
- Honorarium of Rs. 5,000 per day per expert

CPD does not encourage offsite deployment and may accept or deny such requests based on expert availability and logistical feasibility.

## 23. Acceptance

By initiating payment or signing the proposal, the client accepts all terms outlined herein.

## 24. Intellectual Property

All intellectual property rights related to the LIMS software, including but not limited to the underlying architecture, modules, and source code, are held and maintained by CPD Technologies. This includes enhancements developed during the term of service. Ownership and rights to use specific components may be subject to mutual agreement as applicable.



## 25. Data Breach Notification

In the event of a data breach affecting client data, CPD will notify the client within 48 hours of detection and take reasonable steps to mitigate the breach.

## 26. Acceptable Use

Clients shall not use the service to engage in unlawful, abusive, or fraudulent activity. CPD reserves the right to suspend access in case of violations.

## 27. Go Live Policy

Upon completion of agreed development, implementation, or change requests, CPD Technologies will deploy the tool or requested changes on the staging or production server, as per the hosting policies mutually agreed upon.

Once deployed, CPD will notify the client via email or written communication and allow a 7-day acceptance window for feedback, suggestions, or approvals.

If the client does not provide any feedback, objections, or confirmation within this 7-day window, the deployment or changes will be deemed accepted and final.

Accordingly, CPD Technologies shall be entitled to raise the financial invoice for the completed work post the 7-day window. Further revisions, if requested after this period, may attract additional charges and shall be subject to new delivery timelines.

For any queries or further assistance, please feel free to contact us at **+91-8800159719 / 8375893389** or visit our website at <https://cpdtechnologies.in>.