



# LIBERTY LABS, LLC

3245 UNIVERSITY AVENUE, SUITE 1122  
SAN DIEGO, CALIFORNIA 92104



## SOFTWARE LICENSE AGREEMENT AND SUPPORT CONTRACT

**EDITIONS:** DESKTOP  
CLIENT  
WEB  
CLOUD

**LICENSES:** TRIAL  
STANDARD  
CUSTOMIZABLE  
CUSTOMIZED  
HOSTED  
SUBSCRIPTION  
ADDITIONAL USER  
VALIDATION DOCUMENTATION

DOCUMENT NUMBER POL-005  
REVISION 09  
DATE REVISED: MAY 26, 2020

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## 1. Software License Agreement

The software license agreement applies to all editions of the application. Items specific to each edition are described below.

### 1.1. Acceptance

THIS SOFTWARE IS LICENSED TO YOU ON THE CONDITION YOU ACCEPT ALL OF THE TERMS CONTAINED HEREIN. YOU ARE STRONGLY ADVISED TO READ THE LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. BY INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, LIBERTY LABS, LLC CAN NOT GRANT LICENSE OF THE SOFTWARE TO YOU AND YOU SHOULD NOT INSTALL OR USE THE SOFTWARE.

### 1.2. Grant

If you have purchased a license to the Software, Liberty Labs, LLC grants you a license to install and use the licensed edition of the Software in accordance with the Permitted and Restricted Uses described below. Each edition is licensed separately and you must have the appropriate license for each edition in order to install or use it.

### 1.3. Warranty Disclaimer

LIBERTY LABS, LLC does NOT warrant that the Software will meet your requirements or that its performance will proceed uninterrupted or without error. LIBERTY LABS, LLC EXCLUDES AND DISCLAIMS ANY AND ALL EXPRESSED AND/OR IMPLIED WARRANTIES NOT STATED HEREIN (Please note that some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This limited warranty provides specific legal rights. You also could possess other legal rights not listed here depending on your state of residence).

### 1.4. Ownership and License

This is a license agreement and NOT an agreement for sale. Liberty Labs, LLC retains ownership of the Software and any copies of the Software you are authorized by this Agreement to make.

The Software is protected by copyright law. Your rights to use the Software are specified in this Agreement, and Liberty Labs, LLC retains all rights not expressly granted to you in this Agreement. Nothing in this Agreement constitutes a waiver of Liberty Labs, LLC's rights under US Copyright law or any other federal or state law.

### 1.5. Permitted and Restricted Uses for Specific Editions

Permitted and restricted uses for each specific edition are described below.

#### 1.5.1. Desktop Standalone Edition Uses

- You may install and use ONE copy of the Software, with one set of data, on a single computer or network drive, for use only by the individual or company registering the license.
- Your license allows you to have only ONE database with ONE SET OF DATA. Separate databases with separate sets of data require separate licenses.
- You may install one additional copy of the software for testing purposes only.
- You may store historical copies of the Software for backup purposes.

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- The software is licensed per named user and may only be used by licensed users.
- You may not share or grant user names or passwords to non-registered users or allow non-registered users to use the software.
- You may not allow more than one person to use a specific login name or allow a shared or generic login to be created.
- You may not rent, sublicense or lease the Software.
- You may not transfer the database license to another party, except when the business assets are purchased by another party and the purchasing party continues to run the business. However, user licenses may be permanently transferred to a different employee within the organization when required due to role or personnel changes.
- You may not modify, translate, reverse engineer, decompile or otherwise disassemble the Software. You may not remove or modify the LIBERTY LABS, LLC logo, the TRAIN TRACK® trademark, or the Software's "About" screen.
- You may not distribute the Software or any portion of the Software or any of its code to any other individual or commercial concern. You may not copy or distribute the documentation, in whole or in part, for use with another system.
- You may not connect any other software to the application or access any of the database objects from outside the software.

#### 1.5.2. Desktop Client/Server Edition Uses

- You may install and use ONE copy of the database, with one set of data, on a single SQL Server instance, and sufficient copies of the user interface for use by licensed users, for use only by the individual or company registering the license. Separate databases with separate sets of data require separate licenses.
- Your license allows you to have only ONE database with ONE SET OF DATA. Separate databases with separate. Separate databases with separate sets of data require separate licenses.
- You may install one additional copy of the software for testing purposes only.
- You may store historical copies of the database, and one original copy of the user interface, for backup purposes.
- The software is licensed per named user and may only be used by licensed users.
- You may not share or grant user names or passwords to non-registered users or allow non-registered users to use the software.
- You may not allow more than one person to use a specific login name or allow a shared or generic login to be created.
- You may not rent, sublicense or lease the Software.
- You may not transfer the database license to another party, except when the business assets are purchased by another party and the purchasing party continues to run the business. However, user licenses may be permanently transferred to a different employee within the organization when required due to role or personnel changes.

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- You may not modify, translate, reverse engineer, decompile or otherwise disassemble the Software. You may not remove or modify the LIBERTY LABS, LLC logo, the TRAIN TRACK® trademark, or the Software's "About" screen.
- You may not distribute the Software or any portion of the Software or any of its code to any other individual or commercial concern. You may not copy or distribute the documentation, in whole or in part, for use with another system.
- You may not connect any other software to the application or the back-end database, or access any of the database objects from outside the software. You may not add or modify any database tables, queries or views.

#### 1.5.3. Web Client/Server Edition Uses

- You may install and use one copy of the database, with one set of data, on a single, secure, SQL Server instance, and one copy of the web interface on an encrypted web server, for use only by the individual or company registering the license. Separate databases with separate sets of data require separate licenses.
- Your license allows you to have only ONE database with ONE SET OF DATA. Separate databases with separate. Separate databases with separate sets of data require separate licenses.
- You may install one additional copy of the software for testing purposes only.
- You may store historical copies of the database, and one original copy of the user interface, for backup purposes.
- You may edit the connection string file under the folder "Connections".
- The software is licensed per named user and may only be used by licensed users.
- You may not share or grant user names or passwords to non-registered users or allow non-registered users to use the software.
- You may not allow more than one person to use a specific login name or allow a shared or generic login to be created.
- You may not rent, sublicense or lease the Software.
- You may not transfer the database license to another party, except when the business assets are purchased by another party and the purchasing party continues to run the business. However, user licenses may be permanently transferred to a different employee within the organization when required due to role or personnel changes.
- You may not modify, translate, reverse engineer, decompile or otherwise disassemble the Software (except for the connection string). You may not remove or modify the LIBERTY LABS, LLC logo, the TRAIN TRACK® trademark, or the Software's "About" screen.
- You may not distribute the Software or any portion of the Software or any of its code to any other individual or commercial concern. You may not copy or distribute the documentation, in whole or in part, for use with another system.

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- You may not connect any other software to the application or the back-end database, or access any of the database objects from outside the software. You may not add or modify any database tables, queries or views.

## **1.6. Permitted and Restricted Uses for Specific License Types**

Permitted and restricted uses for each specific license type are described in the sections below under the section heading for each edition.

### **1.6.1. Trial License Limits**

You may use the software as described for a specified period for evaluation purposes only.

### **1.6.2. Customizable License Additional Provisions**

If you have purchased a license for the customizable edition, the following uses and restrictions also apply:

- You may also install a development copy of the software.
- You are authorized to make functional modifications for use only within your company or organization and at only one location. You may only use one copy of the modified program in a production environment. You may not remove or modify the LIBERTY LABS, LLC logo, the TRAIN TRACK® trademark, or the Software's "About" screen.
- You may NOT export or redistribute any portion of the program, code, or documentation.
- You may NOT re-purpose the application, or modify the program to be used for tracking unrelated data.
- Liberty Labs, LLC retains ownership of the software and copyrights of the software.

### **1.6.3. Customized by Liberty Labs, LLC Additional Provisions**

If you have purchased a license for a version customized by Liberty Labs, LLC, the following provisions also apply:

- License fees for customized editions allow you to use the additional software components which are added to your program outside the scope of the packaged version. This license fee is valid only for the software release provided at the time of the customization. The user must also pay a separate license fee for the standard components of the software, and all provisions of the standard license agreement apply.
- Purchasing a license for a customized version is a license to use the software only. The customer is not purchasing the software or any of the software code, and the customization is not done as "work for hire". Software and code created as customizations to our product remains the property of Liberty Labs, LLC, and we retain all rights to the software.
- License fees for customization do not include ongoing maintenance of the software or hosting services. Hosting fees, if applicable, or subscription or annual support fees, will be charged in addition to the initial fee.
- Customizations are warranted for a period of 90 days after initial delivery. If the product does not work according to the requirements specification, you

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must notify Liberty Labs, LLC within 90 days. Liberty Labs, LLC will repair the customizations free of charge within the warranty period.

#### 1.6.4. Hosted Web (Cloud) License

If you have purchased a license for the hosted web or “Cloud” edition, the following provisions apply:

- You may only grant access to the application to authorized and licensed users.
- Each user must have his/her own unique user name and password.
- You may not share or grant user names or passwords to non-registered users or allow non-registered users to use the software.
- You may not allow more than one person to use a specific login name or allow a shared or generic login to be created.
- You may not have more users than your license permits.
- You may not use the program to track or store any illegal or obscene data or information concerning any illegal or obscene activities.
- The hosted web application may only be used as long as you have a service contract in place and your subscription fees are current.

#### 1.6.5. Subscription License

If you have purchased a subscription license, the following provisions apply:

- You may install and use the program as long as your subscription is current. If your subscription expires, you are required to discontinue use and remove the software.
- At the end of your subscription period (or any time prior to that), you may export all of your data to use however you wish.

#### 1.6.6. Additional User Licenses

Additional user licenses allow you to have additional users for your existing database, and all restrictions apply to the additional users.

#### 1.6.7. Additional Location Licenses

Additional location licenses allow you to track data for additional locations, and assign users to specific locations, for your existing database, and all restrictions apply to the additional locations.

#### 1.6.8. Validation Documentation License

If you purchased a license for the validation documentation, the following provisions apply:

- You are permitted to use the validation documentation to conduct your own validation of the software. This includes editing and copying the documents for your specific validation process and using them to record your validation findings.
- You may only use the documents to validate one licensed copy of the database. If you have multiple database licenses, each one needs a separate validation package license.



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- The documentation may only be used for the licensed product and may not be copied, in whole or in part, for use with other programs or systems.
- You may store historical copies of the documents for backup purposes.
- You may not rent, sublicense or lease the Documents. You may not transfer the license to another party, except when the business assets are purchased by another party and the purchasing party continues to run the business.
- You may not remove or modify the LIBERTY LABS, LLC logo, the TRAIN TRACK® trademark.
- You may not distribute the Documents or any portion of the Documents to any other individual or commercial concern.

### 1.7. Limitation of Liability

LIBERTY LABS, LLC SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE(S) EVEN IF LIBERTY LABS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIBERTY LABS, LLC'S LIABILITY TO YOU SHALL NOT, UNDER ANY LEGAL AUTHORITY, EXCEED YOUR PURCHASE PRICE OF THE SOFTWARE LICENSE. (Some states do not permit these limitations or exclusions, so they may not apply to you. These laws can vary from state to state. Check the laws in your state).

### 1.8. United States Government Restricted Rights

The Software and documentation are provided with Restricted Rights. Use, duplication or disclosure by the US Government or any agency or instrument thereof is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or in subdivision (c) (1) and (2) of the Commercial Computer Software - Restricted Rights Clause at FAR 52.227-19, as applicable. Contractor/Manufacturer is Liberty Labs, LLC, 3245 University Ave.#1122, San Diego, CA 92104.

### 1.9. Miscellaneous Provisions

This Agreement will be governed by the Uniform Commercial Code.

No change of or modification to this Agreement will be valid unless it is in writing and is signed by both you and Liberty Labs, LLC. If you have any questions regarding this Agreement, write to us at Liberty Labs, 3245 University Ave. #1122, San Diego, CA 92104.

## 2. Support Policies

Free technical support is included with your license for a specified time period, or during the period your subscription is current. Technical support is provided via phone or email and **does not include on-site support**. Support may be provided via live screen-sharing sessions when deemed appropriate by support personnel. Liberty Labs, LLC reserves the right to limit support in cases of abuse or misuse, or to discontinue or limit the time period for free support in the future.

### 2.1. Period of coverage

The support period begins on the date of purchase, which is defined as the date the payment or purchase order was received. If you do not install or use the software for a period of time after the purchase date, your support contract will still be in effect starting on the date of purchase.

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## 2.2. Definition

Technical support provided during the initial support period, or under the annual support contract or subscription, is limited to providing technical support to registered users for the licensed application.

The purchasing entity is required to have their own designated technical administrator with a level of competence sufficient for installing and maintaining the software as described in the system requirements. Technical and usage information is provided in the documentation and help files. Liberty Labs, LLC will provide support for issues your technical administrator is unable to resolve, where the information has not been provided in the documentation or help files.

## 2.3. Methods

Support may be provided through email, phone, or live chat session. It does not include on-site help. Support may be provided via live screen-sharing sessions when deemed appropriate by support personnel.

## 2.4. Support Included

- Assistance with issues encountered during installation and setup.
- User support for issues not included in the help files.
- Support for modifying the customizable edition, including consultation regarding the best way to accomplish a requirement, and guidance on existing structure and design.
- Repairing bugs.

## 2.5. Support Not Included

- Customizing the program for you.
- Updating a modified (not off-the-shelf) version of the program.
- Importing your data (except with the hosted editions, where importing your initial set of data is included with your subscription).
- Recovering data deleted by users.
- Repairing corrupt database files (Desktop edition only).
- Resolving issues with your network, hardware, server configuration, or other software applications.
- Repairing problems caused by you or your employees (installed editions only).
- Repairing problems caused by users while modifying the customizable edition of the program.

## 2.6. How to Obtain Support

After checking the documentation, your technical administrator may contact us for help. The preferred method of contact is by submitting a support ticket through our support ticket system at <https://www.libertylabs.com/hesk/> or emailing [supportticket@libertylabs.com](mailto:supportticket@libertylabs.com). You may also request support by phone, email, or a chat session through the Liberty Labs, LLC website.

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## 2.7. Support Hours and Days

Please see our website for current support days and hours. Support is generally provided Monday through Friday, excluding holidays. Additional hours may be available by appointment. Liberty Labs, LLC reserves the right to change the available support hours without notice.

## 2.8. Additional Support

Additional support is available and may require additional fees. Please see our web site for current rates. Prices are subject to change without notice.

### 2.8.1. Live Support

Live help sessions using a screen sharing application over the web are available for additional help. You may share your screen with us so that we may provide instruction or troubleshoot issues with you; alternatively, we can allow you to see our screen to view a presentation or demonstration.

### 2.8.2. On-Site Support

On-site support may be contracted for customers needing additional help, training, or collaborative customization. Each day of on-site support purchased includes one expert programmer or trainer at your location for a full 8 hours. During these 8 hours, the expert will provide training, help, customization, or other services as agreed under the project proposal.

### 2.8.3. Cancellation

If you cancel on-site support one week or more in advance, you will be charged for any non-refundable fees incurred for the reservations. If you cancel within one week of the scheduled date, you will still be responsible for payment in full.

### 2.8.4. Installation Services

We offer on-site or remote installation services. Installation includes setting up the database, installing the client application, and connecting to the database.

Prerequisites including SQL Server®, web server, or Microsoft® Access™ need to be installed prior to the scheduled installation, if applicable (contact us for details). Remote administrative access to the server and client must be provided for remote installation.

- Installation and set-up of database.
- Installation and set-up of one client application including ODBC connection to the server database.
- Installation and set-up of the web component, if applicable.
- We will make every reasonable effort to work until the program is up and running. If unresolved issues prevent completion of the installation during the first visit, we will submit a plan for completion within 3 business days.

## 2.9. Customized Application Support Policies

When you purchase customizations along with your original database license, we will provide technical support for one year from the date of delivery for your modified version.

After the product is first delivered to you, you will have 90 days to request any changes if it does not meet your requirements. If you request changes, then your contract will be extended by the number of days it takes us to complete the repairs. Both your 90-day period and your one year of support will be extended by the number of days between your request and completion of repairs.

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If you request additional modifications that were not included in your original requirements, the time for completing these modifications will not affect your support period.

Modifications that are not purchased at the time of the original license do not include a separate support term. You will have 90 days from the date of delivery to request changes. If you request changes, then your 90-day period will be extended by the number of days it takes us to complete the changes. Continued support after the 90 days will be included with your existing support contract.

If you do not have an existing support contract or subscription when you request new modifications, you will need to renew your support contract in order to continue getting support after the 90-day period.

The support contract or subscription allows you to update to new releases of the software; however, it does NOT include migrating your modifications to the new release. If you wish to have your modifications migrated to a new release, please contact us for a quote (this will generally be significantly less than the original customization cost).

#### **2.10. Subscription License Policies**

- Subscription licenses include support during the period your subscription is current at no additional charge.
- Fees for subscriptions are paid yearly, for one year or any portion of the year. You will be notified 30 days in advance of any changes in rates.
- Subscriptions are purchased in one-year increments. You may discontinue at any time, but you will not be refunded fees for unused days.
- Subscription packages include use of the software, and the number of users and locations specified in your package, for one year or any portion of the year.
- If you discontinue your subscription, you may export all of your data to use however you wish.

#### **2.11. One-time Purchase License Policies**

- One-time purchase licenses are for the purchased version only. To update to a new version, you will need to purchase a new license for that version (including user licenses) or purchase a subscription license.
- Support is not provided after the initial support period. You may purchase support at an hourly rate, or purchase a subscription license.

### **3. Hosted Service (Cloud) Policies**

If you have purchased a license for the hosted web or “Cloud” application, the following provisions also apply:

#### **3.1. Installation**

We will install the application on a secure web server and you will be able to use the program from a device connected to the internet using a web browser. You will have your own dedicated sub-domain with your own dedicated URL to access your site. We will install your own dedicated database on our SQL Server 2012 or better. During the initial setup, we will import your initial set of data if you submit it to us on the provided templates.

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### **3.2. Maintenance**

We will maintain your website and your database, and apply updates for you. We will notify you at least 24 hours in advance of any scheduled maintenance.

### **3.3. Backup**

We will maintain daily backups of your database for the last 30 days. Redundant backups from the last 7 days will be maintained in a separate location. For an additional fee, you may request to have your database restored from backup.

### **3.4. Data**

You always retain ownership of your data. If you discontinue the service, a backup copy of your data can be returned to you upon request. Your data can be exported to selected file formats for an additional fee. Your data will be destroyed 30 days after cancellation, or upon request, whichever comes first.

### **3.5. Service**

If the service is unavailable for more than a 4-hour period, your service will be extended by one month for each confirmed 24-hour period in which the service is unavailable for 4 hours or more, and Liberty Labs, LLC was notified of the outage at the time it was discovered.

Fees for hosted services are paid yearly. Your fees will not increase during the annual contract period as long as your account is in good standing. You may discontinue at any time, but you will not be refunded fees for unused days. You will be notified 30 days in advance of any changes in rates.

### **3.6. Data Protection**

Liberty Labs is committed to abide by the UK legislation regarding the Data Protection Act of 2018 including the following:

- Unauthorized access to the system is prohibited. Access to the physical servers and to the database is restricted and sensitive data is encrypted.
- All changes to the data are logged in an audit trail including the old value, new value, who made the change, and when.
- TRAIN TRACK® has been fully validated and validation documents are available for purchase.
- A Disaster Recovery Plan is in place and restoring the system from backup is tested on a regular basis. Redundant backups are maintained in a separate location.

## **4. Compliance Costs**

In the event Client requires Vendor to meet specific security or quality standards, Client agrees to reimburse Vendor for ordinary and reasonable costs of compliance, including computer hardware, software, and professional services, plus a 25% surcharge on all costs for administration.

## **5. Audits**

If the Client requires an audit of the Vendor, the Client agrees to pay to Vendor the then-current "Audit Fee" at the time of each audit. The fee is intended to cover the cost of time and materials for the duration of the audit. Client agrees that audit fees are to be paid in full in advance of any audit. Clients who do not conduct audits will not incur any audit-related charges.

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## 6. Payment Policies

### 6.1. Payment Methods

We accept Purchase Orders, Checks, PayPal, Credit Cards, and Wire Transfers.

A fee of \$15.00 USD will be charged for all foreign checks. A fee of \$50.00 USD will be charged for all wire transfers. A fee of \$50.00 USD will be charged for all returned checks. Late payment service charges may also apply. If a check is returned unpaid, future payments must be in the form of money order, cashier's check, wire transfer or credit card.

*All fees are US Dollars and subject to change without notice.*

### 6.2. Return Policy

**TRAIN TRACK®** has a fully functional trial version which you may evaluate for a period of 30 days. Once you have purchased this product and received your registration number, the product cannot be returned. Please evaluate the product before purchasing as refunds cannot be issued after the trial period.

Customized products cannot be returned and fees for customization services are non-refundable, except in the case where an advance payment was made, and we were unable to deliver the customized product as required.

For specific versions or components that do not have a trial period, refunds may be issued within 30 days of purchase if you are not satisfied.

### 6.3. Sales Tax

Sales tax will be billed according to the requirements of the State where the purchase is made, at the current applicable rate.

### 6.4. Shipping and Delivery

For products that are downloaded directly from the internet, your registration number and/or download link will be emailed to you within 1 business day after purchasing a license.

For items that will be physically shipped, the shipping charges are listed in the product description. Items are shipped via U.S. Mail within 3 business days unless otherwise noted.

### 6.5. Late Payments

Accounts over 30 days are subject to a \$50.00 USD service charge. An additional \$50.00 USD charge will be added for each subsequent 30-day period the account is delinquent.

## 7. Privacy and Confidentiality

Liberty Labs, LLC will never use any of your personal information for any purpose without your permission. We will never give or sell any customer data to anyone for any reason without your explicit consent. We do not track any identifying web usage data about you. If you have any concerns about this policy or feel we are not following it, please contact us at 619-284-8013 or contact us via [e-mail](#).

Any confidential information or data shared by the customer will be kept confidential by Liberty Labs, LLC. All customer data files are treated as confidential.

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**8. Dispute Resolution**

**8.1. Mediation**

The parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and in a spirit of mutual cooperation. If those attempts fail, then such dispute will be mediated with the assistance of an independent mediator. Any dispute which the parties cannot resolve through negotiation or mediation within ninety (90) days of the date of the initial demand for negotiation by one of the parties shall be submitted to binding arbitration.

**8.2. Arbitration**

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof; shall be settled by arbitration in San Diego, California, U.S.A. \* by three (3) arbitrators knowledgeable in the field of software licensing appointed in accordance with such rules. The language of the arbitration shall be English. California\*\* law shall govern any arbitration proceeding arising from this Agreement. The arbitration award shall be final and binding upon the parties, and judgment on such award may be entered in any court having jurisdiction thereof. To the extent permitted by law, the Parties shall keep proceedings and award confidential.

End of agreement.

**Acknowledgements**

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_