CTI LIMS End User Licence Agreement

CTInstruments Ltd. · Last updated November 2026

By installing or using this software, you agree to the End User Licence Agreement below.

Licence

1. Under this End User Licence Agreement (the "Agreement"), CTInstruments Ltd. (the "Vendor") grants to the user (the "Licensee") a non-exclusive and non-transferable licence (the "Licence") to use CTI LIMS (the "Software").
2. "Software" includes the executable computer programs, the source code and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a licence for use only and is not in any way a transfer of ownership rights to the Software.
4. The Software may be installed on one computer per licence. A single copy may be made for backup purposes only. Licensees on a multi-user (Cloud) plan may give access to the number of users included in their subscription.
5. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties, other than the users included in the Licensee's subscription.
6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
7. Failure to comply with any of the terms under the Licence section will be considered a material breach of this Agreement.

Licence Fee

8. The original purchase price (lifetime licence), or the subscription fees paid while the subscription is active (monthly and annual plans), will constitute the entire licence fee and is the full consideration for this Agreement.

Limitation of Liability

9. The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the original purchase price of the Software. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
10. The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

11. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

Warrants and Representations

12. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the licence to use this Software is not in violation of any other agreement, copyright or applicable statute.

Acceptance

13. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on the receipt of the software download link or on first access to the Cloud version.

User Support

14. Lifetime licence: the Licensee will be entitled to 2 years of email support, available weekdays, at no additional cost. Subscription plans: email support is included for as long as the subscription is active.
15. Lifetime licence: the Licensee will be entitled to maintenance upgrades and bug fixes, at no additional cost, for a period of two years from the date of Acceptance. Subscription plans: upgrades and bug fixes are included for as long as the subscription is active.

Term

16. The term of this Agreement will begin on Acceptance. For lifetime licences the term is perpetual. For subscription plans the Licence lasts while the subscription is paid and ends when the subscription ends.

Termination

17. This Agreement will be terminated and the Licence forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

Force Majeure

18. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

Governing Law

19. The Parties to this Agreement submit to the jurisdiction of the courts of the Province of Alberta for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Alberta.

Miscellaneous

20. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.

21. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.

22. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

23. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

24. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

25. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

Notices

26. All notices to the Vendor under this Agreement are to be provided at the following address: CTInstruments Ltd., 100 – 111 5th Ave SW, Suite 396, Calgary, AB, T2P 3Y6, Canada.