

Terms of use
Labforward Cloud Software Products
of
21 Jan 2022

1. Scope

- 1.1 These General Terms and Conditions of Use ("**GTC**") apply to user agreements concluded between Labforward GmbH ("**Labforward**"/"**we**"/"**us**") and you ("**you/your/you**", Labforward and you also together the "**Parties**", individually the "**Party**") regarding the uses of the following Labforward cloud software products ("**Cloud Version**"/"**Labforward Product**"):
- Labfolder Basic (cloud);
 - Labfolder Advanced (cloud);
 - Labregister Basic (cloud)
 - Laboperator Advanced (cloud)
- (**"User Agreement"**).
- 1.2 The provisions of these GTC apply to all User Agreements for the use of the Labforward Products. Unless otherwise regulated in the User Agreement, in the event of contradictions the provisions of the respective User Agreement take precedence over the provisions of these GTC.
- 1.3 Labforward does not offer the Labforward Products to consumers (§ 13 German Civil Code, "**BGB**"), but exclusively to entrepreneurs (§ 14 BGB). You are considered a consumer if you use the Labforward Products for purposes that can neither be predominantly attributed to your commercial nor predominantly to your independent professional activity. An entrepreneur is a natural or legal person or a partnership with legal capacity that acts in the exercise of its commercial or independent professional activity when concluding the User Agreement.
- 1.4 Your own general terms and conditions and/or terms of use are not valid. They do not apply even if Labforward does not expressly object to them.
- 1.5 These GTC can be viewed and saved as a PDF [here](#). You are also entitled to print them out.

2. Labforward Products

- 2.1 Labforward has developed and distributes the software Labfolder ("**Labfolder**"), Labregister ("**Labregister**") and Laboperator ("**Laboperator**").
- 2.1.1 Labfolder is an intuitive and powerful electronic lab notebook (ELN) that can streamline life in the lab by simplifying data documentation. Scientists can record and store their research on a central platform accessible from anywhere and benefit from extensive features that facilitate collaboration, compliance and the standardization of common procedures in the lab.
- 2.1.2 Labregister is an effective and comprehensive laboratory inventory management system (LIMS) that facilitates oversight of a lab's entire inventory. Researchers can list materials with their properties to ensure a central organization. The system allows scientists to track each inventory item and enables a direct connection to laboratory notes.
- 2.1.3 Laboperator is a smart and agile laboratory execution system (LES) that connects laboratory equipment to a central platform, enabling scientists to automate and monitor existing laboratory devices. With this system, researchers can manage their laboratory remotely, whilst collecting and analyzing instrument data in real-time, significantly improving productivity and precision of research.
- 2.2 Labforward offers you the Labforward Products as a cloud version (Basic Edition, Test Edition or paid Advanced Edition). The Cloud Version is a cloud-based version of the software developed by us. A physical transfer of the software to you does not take place.
- 2.3 The Labforward Products are provided to you with the associated documentation (online). The documentation can be accessed at the following URL:

<https://support.labforward.io>

3. Advanced Edition, Basic Edition, Test Edition; Conclusion of contract

- 3.1 We offer the respective Cloud Version of the Labforward Products as an Advanced Edition subject to a fee in accordance with the respective User Agreement ("**Advanced Edition**") or as a free Basic Edition in accordance with the respective scope of use ("**Basic Edition**"). You also have the option to test the Advanced Edition free of charge for a limited period of time ("**Test Edition**").
- 3.2 The provision of the Basic Edition by Labforward does not constitute a binding offer. To use the Basic Edition, you must register on the website of Labforward, create a user account and agree to these GTCs. By doing so, you submit a binding offer for the conclusion of a User Agreement for the Basic Edition. You have no claim to the conclusion of a User Agreement. If Labforward accepts the offer, you will subsequently receive an e-mail with which Labforward confirms the registration, the conclusion of the

User Agreement and the creation of the user account. The User Agreement is only concluded upon receipt of the confirmation email.

- 3.3 After registering for the Basic Version, you may send us a request to activate the use of the software as a Test Edition for a period of 2 weeks ("**Test Period**"). There are no costs for this. The access to the Test Edition ends automatically after the expiration of the Test Period without requiring a separate termination by one of the Parties.
- 3.4 Access to the Advanced Edition is dependent on the conclusion of a paid User Agreement.
 - 3.4.1 If you already have a user account for the use of the Basic Edition and/or Test Edition, you can change your user account to the Advanced Edition at any time. To do this, select the number of Authorized Users and, if necessary, additional support services. We will then send you our Order Form. The User Agreement is concluded when you sign and return the Order Form, which we have pre-filled according to your specifications, within the acceptance period stated in the Order Form. Your user account for the use of the Basic Edition will also be switched to the Advanced Edition at no further cost to you if a user of the Advanced Edition invites you to join his group as a user within the scope of his User Agreement and you accept the invitation.
 - 3.4.2 If you do not yet have a user account, we will send you the Order Form pre-filled according to your specifications, which you can also return to us within the acceptance period specified therein. After conclusion of the User Agreement, we will send you the access data for your Advanced Edition user account.
 - 3.4.3 If you have already concluded a User Agreement for the Advanced Edition with us before these GTC come into force, we will inform you in the next invoice that we will send you after these GTC come into force that these GTC now apply to the User Agreement. By paying the invoice amount, you then agree to the validity of these GTC. This is not the case if you expressly object to the validity of these GTC before or with payment of the invoice. In this case, the previously applicable GTC shall continue to apply.

4. Provision of the Cloud Version

- 4.1 Labforward operates the respective Cloud Version of the Labforward Products as a web-based SaaS solution. Labforward enables you to use the Cloud Version stored and running on the servers of Labforward or a service provider commissioned by Labforward via an internet connection for your own purposes and to have it used by third parties (e. g. employees or customers) during the term of the respective User Agreement and to store and process data with the help of the software. You may use the respective Labforward Product exclusively for the purposes provided for in the User Agreement and these GTC.
- 4.2 Labforward provides you with the Cloud Version in the respective agreed version (Basic Edition, Test Edition or Advanced Edition) at the router exit of the data center in

which the server with the Cloud Version is located ("**Transfer Point**"). The scope of functions of the respective Labforward Product as well as the technical and organisational prerequisites can be retrieved from

<https://support.labforward.io>

4.3 Labforward provides the Cloud Version in the respective agreed version, the computing power required for the use of the Cloud Version and the required storage and data processing space. Labforward does not owe the establishment and maintenance of the data connection between the computers and systems and the IT systems of Labforward and you.

4.4 Labforward provides an online manual for users and administrators at the following URL:

<https://support.labforward.io>

4.5 Labforward guarantees the functionality and availability of the Cloud Version for the duration of the respective contractual relationship and will maintain them in a condition suitable for use in accordance with the User Agreement. Labforward may make changes to the Cloud Version at short notice and without prior notice to maintain and improve the functionality.

4.6 Otherwise, Labforward may update and further develop the Cloud Version at its own discretion. Labforward is entitled to modify the Cloud Version within the scope of what is reasonable and will inform you about updates.

5. Authorized Users

5.1 The User Agreement is valid for the number of users specified in the Order Form ("**Authorized Users**").

5.2 You manage the Authorized Users. Access to the respective Labforward Product is not transferable to other than the Authorized Users, unless the originally Authorized User no longer has access and authorization to access the respective Labforward Product.

5.3 You may increase the number of Authorized Users during the term of the User Agreement at the remuneration provided for in the User Agreement. To do so, you must notify us in writing (e-mail suffices) of the number of additional users before the additional users start using the service.

5.4 A reduction in the number of Authorized Users is only possible at the end of the respective term of the User Agreement in accordance with the applicable termination period and only with effect for the respective following contract term.

6. Availability and support

6.1 Labforward shall provide the Cloud Version and, in the event of errors, error correction in compliance with the response and elimination periods in accordance with the

[Standard Service Level Agreement](#) ("SLA") and shall provide the support provided thereafter for faults and your requests. Support services beyond this must be additionally remunerated by you and require a separate agreement between the Parties.

- 6.2 Restrictions or impairments in the use of the Cloud Version may arise that lie outside the sphere of influence of Labforward. This includes, in particular, actions of third parties who do not act on behalf of Labforward, technical conditions of the internet that Labforward cannot influence, as well as force majeure. The hardware and software used by you and the technical infrastructure can also have an influence on the performance of the Cloud Version.

Insofar as such circumstances have an influence on the availability or functionality of the cloud version and Labforward could not prevent this, this has no effect on the contractual conformity of the services provided by Labforward.

- 6.3 You must report any functional failures, malfunctions or impairments of the Cloud Version immediately and as precisely as possible to the contact options specified in the SLA. If you fail to do so, the provisions of § 536c BGB shall apply.
- 6.4 Labforward will provide you with all publicly available updates and upgrades for the version you have subscribed to (Basic Edition, Test Edition, Advanced Edition). Labforward will, if necessary, in exceptional cases, perform maintenance on the cloud version and inform you about it in due time. Maintenance will be performed regularly outside of your normal business hours unless the maintenance must be performed at a different time due to compelling reasons.

7. Intellectual Property

- 7.1 For the respective Labforward Product, Labforward grants you a simple, non-exclusive, non-transferable, non-sublicensable license, limited in time to the term of the User Agreement, to use the Cloud Version by means of access via an internet browser to the extent granted in the User Agreement, in particular for the Authorized Users authorised according to these GTC and/or the User Agreement. The contractual use includes loading, displaying, and running, transferring to the working memory or saving the Cloud Version for the purpose of its execution.
- 7.2 You are not entitled to provide the Cloud Version to third parties. You are not permitted to sell, lend, rent, or otherwise sublicense the Cloud Version or to publicly reproduce or make accessible the Cloud Version.

8. Your Obligations

- 8.1 You shall provide the system requirements necessary for the Cloud Version. The Cloud Version supports the following web browsers (in their current version): Google Chrome, Mozilla Firefox, Safari and Microsoft Edge.

- 8.2 You are obligated to use the Labforward Products in accordance with these GTC exclusively for your own internal scientific research and/or training purposes and/or for quality control and exclusively for lawful purposes.
- 8.3 You must take appropriate security precautions to prevent third parties from gaining access to the Cloud Version, in particular to keep the access data secret, to use secure passwords and to change them regularly. If there is reason to believe that unauthorized third parties can gain access to the Cloud Version, Labforward must be informed immediately.
- 8.4 You are obliged to provide truthful, current, and complete information when registering for the Cloud Version and to update the data if necessary.
- 8.5 You are obligated not to store any data on the storage space provided, the use of which violates applicable law, official orders, third party rights or agreements with third parties.
- 8.6 You must check the data for viruses or other harmful components using appropriate measures (e.g. virus protection programs) before storing it on the storage space provided or using it in the Cloud Version.
- 8.7 You are responsible for regularly making appropriate backups of your data.

9. Remuneration

- 9.1 The amount of the fee depends on the respective User Agreement. All invoices and remuneration according to the User Agreement including any appendices and annexes and/or these GTC are exclusive of any applicable value added tax, which will be shown separately on the invoice.
- 9.2 The fees provided for in the respective User Agreements and/or these GTC are due at the beginning of each contractual year fifteen (15) days after invoicing unless the User Agreement states otherwise. If you increase the number of Authorized Users within the year for which you have already paid the usage fee, we will charge you the monthly pro rata increased usage fee at the time of activation of the additional Authorized Users.
- 9.3 Labforward may increase the fees for the Labforward Products provided for in the respective User Agreement at the earliest after the expiration of the Initial Term provided for in the respective User Agreement at the beginning of the respective new contractual term if there are justified interests according to equitable discretion. Labforward will notify you in writing (e-mail is sufficient) at least sixty (60) days prior to the end of the respective current contractual term, stating the last possible termination date, that the User Agreement will be extended under this changed pricing if you do not terminate the User Agreement by this date in accordance with Sec. 13 of these GTC. If Labforward does not notify you of the price adjustment within the sixty (60) day period, the User Agreement will be renewed at the previously applicable fees.

10. Warranty

- 10.1 About the provision with the respective Labforward Product and, if applicable, the provision of storage space in accordance with these GTC and the User Agreement, the warranty provisions of German tenancy law (§ 535 ff. BGB) apply.
- 10.2 You must notify Labforward of any defects without delay.
- 10.3 The warranty for only insignificant reductions in the suitability of the service is excluded. The strict liability according to § 536a para. 1 BGB for defects that already existed at the time of conclusion of the User Agreement is excluded

11. Liability

- 11.1 Labforward is liable to you for damages without limitation, insofar as the cause of the damage is based on an intentional or grossly negligent breach of duty by Labforward, a legal representative or vicarious agent. Labforward is only liable for negligent conduct in the event of a breach of an obligation whose fulfilment is essential for the achievement of the User Agreement and on whose compliance you may regularly rely [*Kardinalpflichten*], insofar as Labforward could typically expect the damages caused according to the circumstances known at the time of the conclusion of the User Agreement. In all other respects, the liability of Labforward – also for vicarious agents and assistants – is excluded.
- 11.2 The limitation of liability pursuant to Sec. 11.1 shall not apply to claims for damages arising from injury to life, limb or health, the assumption of a guarantee of quality or fraudulent concealment of defects by Labforward.
- 11.3 In the event of a loss of data caused by simple negligence, Labforward shall only be liable for the damage that would have been incurred even if you had properly and regularly backed up the data in a manner commensurate with the importance of the data. This limitation shall not apply if the data backup was hindered or impossible for reasons for which Labforward is responsible.
- 11.4 The liability according to the German product liability law [*Produkthaftungsgesetz*] remains unaffected.
- 11.5 Any statutory liability privileges in favour of Labforward remain unaffected.

12. Indemnification

- 12.1 You shall indemnify Labforward against justified claims of third parties which are based on an unlawful use of Labforward Products by you unless you are not responsible for this use. This includes in particular, but is not limited to, claims of third parties arising from patents, copyrights or other industrial property rights as well as from other legal positions, such as the use of personal data, as well as claims arising from the handling of your access data in violation of these GTC. In this case, you will also reimburse

Labforward for all expenses necessarily incurred by Labforward in connection with the claims of third parties, including any legal fees for procedural and pre-trial defence.

- 12.2 You will promptly notify Labforward if any third party asserts such claims against you and grant Labforward all powers of attorney and authority necessary to defend itself.

13. Term; Termination

- 13.1 The User Agreement shall come into force on the date specified in the User Agreement and shall initially apply for the Initial Term specified therein.

- 13.2 **Basic Edition:** The User Agreement for the Basic Edition runs for an indefinite period of time or until you gain access to the Advanced Edition. The Basic Edition User Agreement may be terminated at any time without cause. You can terminate the Basic Edition by deleting your user account.

- 13.3 **Test Edition:** The User Agreement for the Test Edition is limited to 2 weeks and ends automatically without the need for a declaration by one of the Parties.

13.4 Advanced Edition:

- 13.4.1 The User Agreement for the Advanced Edition enters into force on the date specified in the Order Form and is initially valid for the Initial Term specified therein.

- 13.4.2 The User Agreement shall be automatically renewed for a further year after expiry of the Initial Term or any subsequent term, unless a) the User Agreement is terminated by one of the Parties with thirty (30) days' notice to the end of the respective term, or b) it is stated otherwise in the User Agreement.

- 13.4.3 After termination of the User Agreement for the Advanced Edition, your user account will automatically be converted into a free user account for the use of the Basic Edition. In accordance with Sec.°13.2 of these GTC, you can carry out the complete deletion of the user account.

- 13.4.4 If you convert your user account from the Advanced Edition to the Basic Edition, the scope of use and the data storage of the user account will be reduced. You must ensure beforehand that the data exceeding this storage space is backed up. Labforward may delete the data that exceeds the storage space guaranteed with the respective Basic Edition.

- 13.5 Either Party may terminate the User Agreement extraordinarily for good cause. In particular, such good cause is present in the following cases:

- 13.5.1 if you are more than two (2) months overdue with the payment due under the User Agreement;

- 13.5.2 if you exceed the rights of use granted to you in accordance with Sec. 7 of these GTC and do not cease your infringing actions within a reasonable period of time, if we have previously warned you to cease these infringing actions;
 - 13.5.3 if a Party violates essential contents of the User Agreement including any attachments and appendices and/or these GTC and fails to remedy the situation despite a warning.
- 13.6 Your notices of termination should be sent in writing (e-mail will suffice) to:
- Labforward GmbH, Elsenstr. 106, 12435 Berlin, Germany or contact@labforward.io
- 13.7 Upon termination of the User Agreement, all rights of use granted under these GTC and/or the individual User Agreements shall expire.
- 13.8 You shall delete all your stored data at the end of the User Agreement.
- 13.9 The regulation of § 545 BGB (tacit extension of the tenancy) shall not apply.

14. Confidentiality

- 14.1 Both Parties undertake to use all knowledge of trade and/or business secrets of the respective other Party obtained within the framework of the contractual relationship only for the purpose of implementing the User Agreement and to treat such knowledge confidentially for an unlimited period of time.
- 14.2 In particular, the duty of confidentiality refers to the content of the User Agreement, including any annexes.
- 14.3 Such confidential information shall be exempt from this obligation,
- 14.3.1 which was demonstrably already known to the recipient at the time the User Agreement was concluded or subsequently become known to it from a third party, without this violating a confidentiality agreement, statutory regulations or official orders;
 - 14.3.2 which is public knowledge at the time of conclusion of the User Agreement or is made public thereafter, insofar as this is not due to a breach of this User Agreement;
 - 14.3.3 which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the recipient obliged to disclose shall inform the other Party in advance and give it the opportunity to oppose the disclosure.
- 14.4 Both Parties shall also oblige their employees to maintain confidentiality to the extent permitted by employment law.

14.5 Any culpable breach of the above confidentiality obligations shall result in a contractual penalty in the amount of one annual fee of the respective User Agreement.

15. Reference customer

15.1 Labforward is entitled to name you as a reference customer and to use your name and/or trademarks for this purpose, e.g. on our website, in brochures, presentations and publications.

15.2 You can object to this use at any time.

16. Force majeure

16.1 "Force Majeure" means the occurrence of an event or circumstance that prevents a Party from performing one or more of its contractual obligations under the User Agreement if and to the extent that the Party affected by the impediment demonstrates that:

16.1.1 that obstacle is beyond its reasonable control; and

16.1.2 it was not reasonably foreseeable at the time the User Agreement was concluded; and

16.1.3 the effects of the obstacle could not reasonably have been avoided or overcome by the Party concerned.

16.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to meet the requirements of Sec. 16.1.1 and 16.1.2: (i) war (declared or undeclared), large-scale military mobilisation; (ii) civil war, revolution, acts of terrorism or sabotage; (iii) lawful or unlawful official acts, compliance with laws or government orders, expropriation; (iv) plague, epidemic, pandemic or natural disaster (v) destruction of equipment, telecommunications, information systems or energy; (vii) general labour unrest such as boycotts and strikes.

16.3 A Party who successfully invokes this clause shall be released from the respective Party's obligation to perform the respective Party's contractual obligations and from any liability for damages or any other contractual remedy for breach of contract from the time when the impediment makes it impossible for the respective Party to perform provided that this is notified without delay. If such notice is not given promptly, the release shall take effect from the time the notice reaches the other Party. If the effect of the obstacle relied upon is temporary, the consequences just set forth shall apply only so long as the obstacle relied upon prevents performance of the User Agreement by the Party affected. Unless otherwise agreed, the Parties expressly agree that the User Agreement may be terminated by either Party if the duration of the impediment exceeds 120 days.

17. Data storage

- 17.1 You agree that Labforward may store data (including personal data) on secure servers in Germany and may access such data on a case-by-case basis. You are responsible for obtaining all consents and permissions we require to access this data. **For the avoidance of doubt, Labforward will not access any scientific data you have stored on the Cloud Service without your express written permission.**
- 17.2 Labforward enables you for the duration of the User Agreement to upload and store on the servers operated for Labforward the data required for the use of the cloud version or data arising in the course of use.
- 17.3 Labforward ensures that you can access this data during the contract period. Data uploaded or stored in the cloud version can be accessed, downloaded, or exported by the user under the user account.
- 17.4 Labforward does not have any custodial and/or safekeeping obligations regarding the data transmitted and processed by you.
- 17.5 You grant Labforward, for the respective term of the User Agreement, a non-exclusive, non-transferable and worldwide right to make the contents on the server posted by Labforward on the basis of the access authorization granted by you available for retrieval via the Internet, in particular the right to reproduce and transmit these contents and to reproduce the contents for backup purposes.

18. Data protection

- 18.1 The Parties undertake to comply with the applicable provisions of data protection law. They shall, if necessary, obtain the consent required for the transfer of the data from the data subjects.
- 18.2 The handling of your personal data is in accordance with the legal regulations. You can find more information in the privacy policy of Labforward:
- <https://www.labforward.io/privacy>
- 18.3 In order to enable Labforward to access personal data necessary in the context of the provision of services, in particular data of the Authorized Users, you also enter into the data processing agreement with Labforward, which can be accessed [here](#).

Labforward will process the respective personal data solely in accordance with the provisions of the order processing agreement and your instructions.

19. Miscellaneous

- 19.1 The provisions of the User Agreement and these GTC constitute the entire agreement of the Parties and supersede all prior written or oral agreements and understandings of the Parties with respect to the subject matter of the User Agreement.
- 19.2 You may only assign rights and obligations arising from the User Agreement and/or these GTC with the prior written consent of Labforward. Labforward is entitled to entrust third parties with the fulfilment of the contractual obligations from the User Agreement and/or these GTC.
- 19.3 In the event of a partial or complete transfer of the operation of the software to a third party, Labforward is entitled to transfer the User Agreement to the legal successor. You may only refuse your consent to the transfer of the User Agreement if there are serious doubts about the technical and/or economic performance of the successor. Your consent to the transfer of the User Agreement is not required if the transfer is made to affiliated companies of Labforward.
- 19.4 Amendments and supplements to the User Agreement must be made in writing. This also applies to the amendment, supplementation, or cancellation of the written form requirement. The priority of the individual agreement (§ 305b BGB) remains unaffected. Labforward is entitled to make adjustments or additions to these GTC, insofar as this appears necessary and you are not disadvantaged by this contrary to good faith. You will be notified of the amended GTC in text form (e-mail is sufficient) at least six (6) weeks before they come into effect. The amendments shall be deemed accepted unless you object to them within six (6) weeks after receipt of the notification. If you object to the changes, the changes will not become part of the User Agreement and the User Agreement will continue unchanged. Labforward will inform you separately about the possibility of objection and compliance with the deadline. The right of termination of the Parties remains unaffected.
- 19.5 Should individual clauses of the User Agreement or these GTC be invalid, this shall not affect the validity of the remaining provisions. Should a clause be ineffective or should the Parties have overlooked a point in the contractual regulation that requires regulation, such regulation shall be deemed to have been agreed upon by the Parties that the Parties would have agreed upon, taking into account the interests of both Parties, had they known of the loophole in the User Agreement and/or these GTC.
- 19.6 The User Agreement and these GTC shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Insofar as these GTC refer to provisions of the German Civil Code (BGB), these provisions are available in the German and an English version at <https://www.gesetze-im-internet.de/bgb/>. Labforward does not guarantee the retrievability and up-to-dateness of the linked contents.
- 19.7 The exclusive place of jurisdiction for all disputes in connection with the User Agreement and/or these GTC is Berlin if the User Agreement or claims arising from the

User Agreement and/or these GTC can be attributed to your professional or commercial activity.