

NEW VERSION [05.11.2019]

OLD VERSION

TERMS OF USE - LABFOLDER CLOUD VERSION

1 APPLICATION OF TERMS OF USE

1.1 These Terms of Use apply to your use of the labfolder Service which is accessed through the labfolder Cloud Version (as those Terms of Use are defined below). By setting up an account, accessing and using the Service:

- A. You agree to these Terms of Use; and
- B. Where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms of Use on that person's behalf and that, by agreeing to these Terms of Use on that person's behalf, that person is bound by these Terms of Use.

1.2 The Service which is accessed through the labfolder Cloud Version is not offered to Consumers according to Section 13 German Civil Code ("*Bürgerliches Gesetzbuch*", BGB), but exclusively to Entrepreneurs according to Section 14 BGB. You will be deemed to be a Consumer if you use the Service for purposes neither mainly associated with your commercial activities nor mainly associated with your self-employment. An Entrepreneur is a natural person, legal entity or partnership, which or who acts within their commercial activities or their self-employment when concluding the User Contract.

1.3 Your own terms of use do not apply. They do not apply even if Labforward does not explicitly object to them.

1.4 For users in the countries Germany, Austria and Switzerland the contractual language is German and the German version of our Terms of Use shall prevail over the English version. In all other countries the contractual language is English and the English Version shall prevail. All other translations (if available) shall solely serve for a better understanding.

2 REGISTRATION, CONCLUSION OF CONTRACT

2.1 You may use the Service only after registration and creation of a user account.

- A. By completing the registration procedure, you make a binding offer to form a User Contract regarding the labfolder Free Edition. Prior to

1. Subject matter

1. This Agreement regulates all relations between **labfolder GmbH**
Elsenstraße 106
12435 Berlin
Germany
(referred to hereafter as: "labfolder" or "the provider") and the customer regarding the use of labfolder under the URLs www.labfolder.net, www.labfolder.com, www.labfolder.de, www.labfolder.info, www.labfolder.org, labfolder.eu.

2. Concluding of the Agreement

1. The creation of an account is deemed an offer to conclude a legally binding user contract. After registration labfolder will send out a confirmatory e-mail.

this, we provide you with a summary of the Contract Data. You may correct the Contract

2. A valid e-mail-address and a personally assigned password are required for the registration of a Free Account. For an Advanced version Account the user will have to provide name, surname and billing address. Correct statement of name, company affiliation and address are required to provide a documentation ensuring intellectual property rights protection.

<p>Data by using the buttons provided. Your offer will be binding on you for five (5) working days.</p>	
<p>Within this period of time, Labforward reserves the right to accept or decline your offer. You</p>	
<p>are not entitled to claim the conclusion of the User Contract.</p>	
<p>B. After registration, you will receive an email confirming the conclusion of the User Contract. On receipt of the confirmation e-mail, the User Contract is valid and binding. Labforward will now create your user account. Labforward will store the confirmation e-mail, but you cannot open it and look at it again on the website.</p> <p>C. You assure that your Contract Data is complete and correct and that you have not used the data of third persons. You shall inform Labforward immediately of any changes to the Contract Data. Labforward will use the Contract Data only for the performance of the User Contract.</p> <p>D. Only natural persons which are legally competent, legal entities or partnerships may register. Legal entities or partnerships may only be registered by their natural representatives who must be named at registration. Only individuals or partnerships may be registered as owners of the user account (i.e. no married couples or families). Multiple registrations under various user</p>	
<p>names are forbidden.</p> <p>2.2 A paid User Contract pursuant to these Terms of Use shall be formed, and access to the Advanced Edition shall be provided, if</p> <p>A. you and Labforward sign a written contract for the labfolder Cloud Version (Advanced Edition); or</p> <p>B. you receive an Invoice from Labforward for the labfolder Cloud Version (Advanced Edition)</p>	
<p>and proceed to pay the Fees; or</p>	
<p>C. based on a written offer (e-mail is sufficient) made to you by Labforward you send Labforward a purchase order for the labfolder Cloud Version (Advanced Edition).</p>	

<p>3 CHANGES</p>	<p>12. Final provisions</p>
<p>3.1 Labforward is entitled to make changes to the Terms of Use during the Term of the User Contract, unless these concern material provisions of the contractual relationship (in particular provisions regarding the type and scope of the synalagmatic services, term and termination).</p> <p>3.2 This right to amend shall only apply if</p> <p>A. the equivalence existing at the time the User Contract was concluded is disturbed to a not insignificant extent by changes which Labforward neither initiated nor influenced (e.g. by changes to the overall technical circumstances indispensable for the provision of the Service or by a substantial change in the market situation), with the result that a continuation of the User Contract under the previous conditions is unreasonable for one of the parties or if it can be assumed that the User Contract would not have been concluded in the form in which it was intended under the changed circumstances; or</p> <p>B. as a result of a change in law or a declaration of invalidity of Terms of Use by the jurisdiction, after conclusion of the User Contract a regulatory gap opened up and this regulatory gap creates difficulties in the performance of the User Contract which can only be remedied by amendment.</p> <p>3.3. You shall be notified of the amended terms and conditions in text form (e-mail is sufficient) at least six (6) weeks before they come into effect. The amendments shall be deemed to have been accepted if you do not object to them within six (6) weeks of receipt of the notification. If you exercise the right of objection, the amendments shall not become part of the User Contract and the User Contract shall continue unchanged. Labforward will separately notify you of the possibility of objection and the deadline to do so. The parties' right of termination remains unaffected by this.</p> <p>3.4 These Terms of Use were last updated on xx September 2018.</p>	<p>1. These General Terms and Conditions may be modified by labfolder at any time. labfolder will inform the customer via email to the registered e-mail address of the user.</p>
<p>4 DEFINITIONS</p>	<p>1. Subject matter</p>
<p>In these Terms of Use:</p> <p><i>Confidential Information</i> means any information that is not public knowledge and that is obtained from the</p>	<p>2. labfolder provides a digital laboratory notebook, in which scholars can enter and retrieve their experimental data.</p>

other party in the course of, or in connection with, the provision and use of the Service. Our Confidential Information includes Intellectual Property owned by us (or our licensors), including the labfolder Software. Your Confidential Information includes the Data.

Data means all data, content, and information (including personal information) owned, held, used or created by you or on your behalf that is stored using, or inputted into, the Service.

Contract Data means all compulsory information that is requested during the registration process.

Fees means the applicable fees set out on our pricing pages on the Website at <https://www.labfolder.com/pricing/>, <https://www.labfolder.com/pricing/academia> and <https://www.labfolder.com/pricing/industry/>, or as agreed otherwise in writing between you and Labforward, as may be updated from time to time in accordance with clause 8.4.

Free Account means your user account created after registration without charge.

Force Majeure means an event that is beyond the reasonable control of a party, excluding:

- a. an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or
- b. a lack of funds for any reason.

GDPR means the General Data Protection Regulation which applies to organizations which are based in the EU (such as Labforward) and global organizations who processes personal data about individuals in the EU.

Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

Intellectual Property Rights includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity.

Labforward means the company **Labforward GmbH**, Elsenstraße 106, 12435 Berlin, Germany.

labfolder Software means the software owned by Labforward that is used to provide the Service.

labfolder Cloud Version means a public cloud-based version of the labfolder Software which is accessible over an internet connection and for which you need to log into the system via a web browser. A 3rd-party is hosting the labfolder Software on a remote server

labfolder allows scholars to share their data with other people in a private group or to publish it on a publication platform. Furthermore, the data can be downloaded as a PDF file at any time.

- 3. As a registered user the customer can create a “Free Account” without charge or an “Advanced version Account” with charge. labfolder provides the user with digital storage capacity according to sec. 3 paragraph 1. The user can save, edit and retrieve data from the provider’s server.
- 4. The user can forward their data and files stored in the database to other persons or groups of persons, both private or public. Furthermore, the user can publish their data on labfolder or other platforms or media. A publication or provision in a public group requires the user’s previous approval.

3. Obligations of the provider

All servers of labfolder are based in Germany and are subject to the German/European data security law. The user agrees to the processing of their data provided to labfolder in Germany/Europe. labfolder saves the user’s scientific experimental data but does not access the data at any time, unless the user agrees by written consent.

When the upload is completed and the data or files are fully saved, they are retrievable within the account of the user and downloadable as a PDF file.

The provider ensures that the user has access to their saved data. For this, labfolder sends a password to the user’s e-mail-address. The user can log into their account by entering e-mail-address and password. For safety reasons the user can and should change this password regularly.

The privacy policy can be reviewed [here](#). labfolder provides memory capacity for the storage of content (files). When registering the user can choose between a “Free Account” without charge or an “Advanced version Account” with charge entitling to the following benefits:

where they store and process your data. Unless specified otherwise, these servers are housed on Amazon Web Services in the EU, and will also host data from other users.

labfolder Server Version means an on-premise server-based version of the labfolder Software for which you will need to install, host, maintain and upgrade the software on your own server.

labfolder Free Edition means a limited Free Edition of the Service, as set out on our pricing pages on the Website. This version of the Service is limited to 3 users and 1 group per user, and does not include certain features found in the labfolder Advanced Edition. The labfolder Free Edition is only available for the labfolder Cloud Version.

labfolder Advanced Edition means an extended, fee-based version of the Service, as set out on our pricing pages on the Website.

Objectionable includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.

A party includes that party's permitted assigns.

Permitted Users means your personnel who are authorised to access and use the Service on your behalf in accordance with clause 6.3.

A person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a company, a government department, or any other entity.

Personal Information or *Personal Data* means any information relating to an identified or identifiable natural person; an identifiable *Natural Person* is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Personnel includes officers, employees, contractors and agents, but a reference to your personnel does not include us.

Service means the service having the core functionality described in labfolder's "User Manual" and "Admin Manual", which are updated from time to time, and found on <https://www.labfolder.com/manuals-tutorials/> .

Start Date refers to the date on which you first created a user account for the Service.

Term may refer to *Initial Term* or the then-current *Renewal Term*, as applicable to the use of and the

Free Account

If the customer opts for Free Account, labfolder provides memory capacity to the amount of 3 GB to save user's data. Furthermore the user of the Free Account can participate one closed group of up to three members. Currently only a valid e-mail-address and a password are required to create a free account. Correct statement of name, company affiliation and address are required to provide a documentation ensuring intellectual property rights protection.

Advanced version Account

If the customer opts for Advanced version Group Account, labfolder provides memory capacity to the amount of 300 GB per Advanced version user to save user's data. Uploaded data will be available until the user deletes the data from their account or the contract of the Advanced version terminates. The specification of the provider's obligation can be reviewed on the pricing page. The provider's obligations are subject to change. If these changes cause the reduction of functions, the Advanced version users is eligible to special termination rights.

- Fees to be paid for the labfolder Advanced Edition.
1. *Initial Term* means the term commencing on the *Effective Date* and continuing for a period from such date.
 2. *Effective Date* means the date agreed upon by both parties as the first day that the Service for the labfolder Advanced Edition has been provided and for which the Fees must be paid.
 3. *Renewal Term* means the subsequent period(s) from the expiration of the Initial Term, or a previous Renewal Term.

User Contract means the contract regarding the Service pursuant to these Terms of Use.

Underlying Systems means the labfolder Software, IT solutions, systems and networks (including software and hardware) used to provide the Service, including any third party solutions, systems and networks.

We, us, our or Labforward means Labforward GmbH, located at Eisenstraße 106, 12435 Berlin, Germany.

Website means the internet site at www.labfolder.com and all pages on this domain or related subdomains, or such other site notified to you by us.

Year of Contract means a 12-month period starting on the Effective or the anniversary of that date.

You or your means you, or if clause 1.1 B. applies, both you and the other person on whose behalf you are acting.

Words in the singular include the plural and vice versa.

A reference to a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of

PROVISION OF THE SERVICE

- 5.1 Labforward shall provide the Service:
- A. exercising reasonable care, skill and diligence; and
 - B. using suitably skilled, experienced and qualified personnel.

5.2 Our provision of the Service to you is non-exclusive. Nothing in these Terms of Use prevents us from providing the Service to any other person.

5.3 It is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. The subject of the performance of

<p>labfolder is the assurance of system availability of at least 99% (ninety-nine percent) for each calendar month.</p> <p>5.4 Through the use of web services and APIs, the Service may interoperate with a range of third party service features, and you agree to grant Labforward a non-transferable, worldwide, non-exclusive right to transfer data to third parties as required to provide the Service and interoperability with those third party service features.</p> <p>5.5 During the Term of the User Contract Labforward shall:</p> <ul style="list-style-type: none"> A. provide a PDF manual for users and administrators online in English. The documentation is available at https://www.labfolder.com/manuals-tutorials/; B. provide you with any generally available Updates and Upgrades to the version of the Service you are subscribed to; C. answer customer support queries from you regarding the operation of the Service, primarily via labfolder's helpdesk portal found on https://www.labfolder.com/helpdesk/ , and secondarily via email when you submit a ticket using the contact form on https://www.labfolder.com/contact/ . We will use reasonable endeavours to respond to all customer support queries within 12 business hours, but we make no guarantees or warranties of any kind that any customer support queries will be resolved within any particular time frame and/or that we will be able to satisfactorily answer any such queries. Support will be provided in English or German. Any further languages may be offered by Labforward on a voluntary basis; D. according to statutory warranty law review and take remedial measures for defects of the Software. 	
<p>6 YOUR OBLIGATIONS</p>	<p>4. User obligations</p>
<p>6.1 You and your personnel must:</p> <ul style="list-style-type: none"> A. use the Service in accordance with these Terms of Use solely for: <ul style="list-style-type: none"> i. your own internal scientific research and/or education purposes; and 	<ol style="list-style-type: none"> 1. The user will inform provider when detecting any malfunction. 2. The user is not entitled to offer their access data to third parties. The user is obliged to handle their access data with care and to prevent usage of access data by third parties.

ii. lawful purposes; and

B. take reasonable security measures to prevent third parties from accessing the Service, including but not limited to:

- i. not disclosing your access data to third parties; and
- ii. using unique and secure passwords, and changing such passwords at regular intervals; and
- iii. notifying Labforward without delay if there is reason to suspect that unauthorized persons have obtained access data.

C. correctly state the user's first name, surname, and organizational email-address when registering for the Service.

6.2 You and your personnel must not:

- A. create an account for anyone other than one natural person (shared accounts are prohibited), impersonate another person or misrepresent authorisation to act on behalf of others or us;
- B. falsely identify the sender of all electronic transmissions,
- C. engage in sending unwelcome communications or commercial solicitations to other parties;
- D. undermine the security or integrity of the Underlying Systems, the Service, or any other parties, including but not limited to, storing or sharing files which contain harmful components;
- E. use, or misuse, the Service in any way which may impair the functionality of the Underlying Systems or in any way that might harm, harass, damage, or disparage any other party, or that might impair the ability of any other user to use the Service;
- F. attempt to view, access, copy or share any material or data, including but not limited to, personally identifiable information, other than:

3. The user assures not to save or publish any content the reproduction or usage of which could impinge upon applicable law or the rights of others. The user assures to dispose of the relevant rights (in particular copyright, trademark and obligation rights). It is strictly prohibited to save or publish any material that may be considered pornographic, discriminating, racist, derogatory, detractive or anti-competitive. The user agrees not to save data or to disclose it to other members or the public which violates youth protection or criminal law.

4. The user is not allowed to access labfolder or parts of labfolder by using automatic processes, unless obtaining a previous permission to do so.

5. An account may only be used by one single person. Multiple people are not allowed to use the account mutually or to use one single account. This serves intellectual property protection and is essential to identify the relevant originator.

6. The user is solely responsible for content and integrity of the data saved on labfolder. The provider has no influence on the user's data, neither on correctness nor on legality or the like.

7. The user agrees not to publish any personal data of third parties in a group or on the publication platform without a written permission.

8. The user is obliged to indemnify the provider for any liability whatsoever which originates from the unlawfulness of content saved on the user's account or made public by the user. This includes the obligation to indemnify the provider for all legal expenses.

9. If the user encodes their data using the provider's system, the decoding key will be kept in safe custody. The user is aware that the provider has no possibility to access the decoding key. If the decoding key gets lost, the decoding of the data will not be possible anymore.

10. Users of labfolder who represent other persons, groups or institutions declare

- i. that which you are authorised to access; and
- ii. to the extent necessary for you to use the Service in accordance with these Terms of Use;

- G. duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found in the Service or the Underlying Systems, except as permitted in these Terms of Use, or as expressly authorized by Labforward;
- H. reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Service, or any part thereof;
- I. utilize or copy information, content or any data you view on or obtain from the Service to provide any service that is competitive, in our sole discretion, with the Service;
- J. sell, rent, (sub-)license, lease, outsource, or otherwise monetize or provide any service or functionality found in the Service, without our express written consent;
- K. remove any copyright, trademark or other proprietary rights notices contained in or on the Service;
- L. infringe or use our brand, logos or trademarks in any business name, email, or URL except as expressly permitted by us;
- M. use or launch any manual or automated system or software, devices, scripts robots, other means or processes to access, "scrape," "crawl", "cache", "spider" or any web page or other service contained in our Service, or to access the Service in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser;
- N. access, via automated or manual means or processes, the Service for purposes of monitoring its availability, performance or

that they act with permission of these persons, groups or institutions.

- 11. The software is accessible via a web browser across all operating systems. The current supported browsers in their respective versions can be found here: www.labfolder.com/browser-support.

<p>functionality for any purpose other than those specified in clause 6.1.A.;</p> <ul style="list-style-type: none"> O. attempt to or actually access the Service by any means other than through the interfaces provided by us; P. use the Service in a manner, or transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights), or that breaches any applicable laws, or is Objectionable, harmful, incorrect or misleading; Q. access the Service using a non-supported web browser. Supported web browsers are listed on https://www.labfolder.com/browser-support/ . <p>6.3 Without limiting clause 6.2, no individual other than a Permitted User may access or use the Service. You may authorise any member of your personnel to be a Permitted User, in which case you or the Permitted User must create an individual user account with the Permitted User's name and other information that we reasonably require in relation to the Permitted User. You must procure each Permitted User's compliance with clauses 6.1 and 6.2 and any other reasonable condition notified by us to you.</p> <p>6.4 A breach of any of these Terms of Use by your personnel [(including, to avoid doubt, a Permitted User)] is deemed to be a breach of these Terms of Use by you.</p> <p>6.5 You are responsible for procuring all licences, authorizations and consents required for you and your personnel to use the Service, including to use, store and input Data into, and process and distribute Data through, the Service.</p> <p>6.6 You are responsible to ensure that you and your personnel only send invitations to register with labfolder's Service to individuals who have consented to such contact and the collection of their first and last names and email addresses.</p>	
<p>7 DATA</p>	<p>3. Obligations of the provider</p>
<p>7.1 You acknowledge and agree that:</p> <ul style="list-style-type: none"> A. we may require access to some Data to exercise our rights and perform our obligations under these Terms of Use; and B. to the extent that this is necessary but subject to clause 10, we may authorise a member or 	<p>All servers of labfolder are based in Germany and are subject to the German/European data security law. The user agrees to the processing of their data provided to labfolder in Germany/Europe. labfolder saves the user's scientific experimental data but does not access the data at any time, unless the user</p>

<p>members of our personnel to access the Data for this purpose. For the purpose of clarity: Labforward will not access any scientific data that you store on the Service without written consent.</p> <p>C. we may contact you regarding the Service via email to your account's email address, and via message via the Service.</p> <p>D. you grant Labforward a non-exclusive, non-transferable and worldwide right, during the term of these Terms of Use, to allow Labforward to make the content placed by it on the server available for retrieval via the internet, in accordance with the access authorization established by you, particularly to reproduce and transmit such content for this purpose and to reproduce the content for backup purposes; and</p> <p>E. you shall be responsible for securing any potential innovation in patent law in relation to the data provided by you and your personnel, provided the data is to be published using the Service.</p> <p>7.2 You are responsible for arranging all consents and approvals that are necessary for us to access the Data as described in clause 7.1.</p> <p>7.3 You acknowledge and agree with our use of Data and information about your [and your end users'] use of the Service , as described in our Privacy Policy found on https://www.labfolder.com/privacy/.</p> <p>7.4 You acknowledge and agree that to the extent Data contains personal information, in collecting, holding and processing that information through the Service, we are acting as your data processor for the purposes of the GDPR and any other applicable privacy law. You must obtain all necessary consents from the relevant individual to enable us to collect, use, hold and process that information in accordance with these Terms of Use.</p> <p>7.5 You agree that we may store Data (including any personal information) in secure servers in Germany and may access that data from time to time.</p>	<p>agrees by written consent.</p> <p>When the upload is completed and the data or files are fully saved, they are retrievable within the account of the user and downloadable as a PDF file.</p> <p>The provider ensures that the user has access to their saved data. For this, labfolder sends a password to the user's e-mail-address. The user can log into their account by entering e-mail-address and password. For safety reasons the user can and should change this password regularly.</p> <p>The privacy policy can be reviewed here. labfolder provides memory capacity for the storage of content (files). When registering the user can choose between a "Free Account" without charge or an "Advanced version Account" with charge entitling to the following benefits:</p>
	<p>3. Obligations of the provider</p>
<p>7.6 Storage limits apply. Each user account receives 3GB of memory on the labfolder Free Edition, and 300GB of memory on the labfolder Advanced Edition.</p>	<p>Free Account</p>

<p>Additional storage may be purchased upon request.</p> <p>7.7 Data and files which have been fully saved or uploaded to the Service, can be retrieved within the account of the user and are downloadable in original format or exported as a PDF file. For the labfolder Advanced Edition only, there is also the option to export data as XHTML file.</p>	<p>If the customer opts for Free Account, labfolder provides memory capacity to the amount of 3 GB to save user's data. Furthermore the user of the Free Account can participate one closed group of up to three members. Currently only a valid e-mail-address and a password are required to create a free account. Correct statement of name, company affiliation and address are required to provide a documentation ensuring intellectual property rights protection.</p> <p>Advanced version Account</p> <p>If the customer opts for Advanced version Group Account, labfolder provides memory capacity to the amount of 300 GB per Advanced version user to save user's data. Uploaded data will be available until the user deletes the data from their account or the contract of the Advanced version terminates. The specification of the provider's obligation can be reviewed on the pricing page. The provider's obligations are subject to change. If these changes cause the reduction of functions, the Advanced version users is eligible to special termination rights.</p>
<p>8 FEES</p>	<p>5. Payments (Advanced version Account)</p>
<p>8.1 The labfolder Free Edition can be accessed and used without having to pay any fees.</p> <p>8.2 In order to secure a non-exclusive, non-transferable, non-sublicensable right to access and use the labfolder Advanced Edition, you shall pay to Labforward fees as set forth in an applicable Invoice in accordance with the terms therein.</p> <p>8.3 All fees (including VAT due by law) shall be payable for each Year of Contract in advance, and all fees shall be due immediately after the issuance of an Invoice, unless specified otherwise in said Invoice.</p> <p>8.4 If you are in default with a payment, Labforward is entitled to charge interest to the amount of 9 percentage points above the base interest rate. Labforward reserves the right to provide evidence for higher damages.</p> <p>8.5 Labforward may increase the Fees for the upcoming contract term. Labforward will notify you about the changes at least 12 weeks before the changes come into force. If you do not wish to pay the increased Fees, you may object to them at least forty-five (45) days prior to the end of the then current Initial Term or Renewal Term. In case of your objection</p>	<ol style="list-style-type: none"> 1. The user is obliged to pay a charge to labfolder for the provision of the Advanced version. Charges are listed on the pricing page. 2. The charge is due at the time of conclusion of the contract respectively at the time of extension of the contract. The payment is to be made at the beginning of the contract period contractually agreed on (monthly, annually). The payment is to be made via the contractually agreed method of payment. 3. The final charge, including all taxes, will be displayed before the order is made. The amount of VAT, which may be added to the charge, is 19% of the total billing amount and will be added depending on the location and legal entity of the purchaser. According to the European Union Council Directive 2006/112/EC, 19% VAT will be added if the purchaser <ul style="list-style-type: none"> ○ is from Germany

<p>Labforward has the right to terminate the Use Contract by ordinary notices according to clause 14.2. If you do object to the increased Fees and do not terminate the User Contract by ordinary notices according to clauses 14.1, you are deemed to have accepted the increased Fees. Labforward will separately notify you about the possibility to object to the increased Fees as well as the deadline to do so.</p> <p>8.6 You have the right at any time to increase the ordered scope of use or to switch to a higher service package by purchasing additional licenses or services. Any reduction in use, however, shall only be available at the expiration of the then applicable Term. In the case of an increase of the scope of use during the Initial Term or a Renewal Term, the additional fees shall be invoiced on a pro rata basis.</p>	<ul style="list-style-type: none"> ○ is from within the European Union and does not have a European VAT ID <p>The purchaser has to compensate all additional costs which may arise.</p>
<p>9 INTELLECTUAL PROPERTY</p>	<p>6. Rights to use</p>
<p>9.1 Subject to clause 9.2, title to, and all Intellectual Property Rights in, the Service, the Website, and all Underlying Systems is and remains Labforward's property. You must not contest or dispute that ownership, or the validity of those Intellectual Property Rights. The rights of use granted shall not include any rights to the source code of the Software and the Underlying Systems, nor shall it include any rights to the modification or decompilation of the Software and the Underlying Systems. This shall not affect the Customer's statutory rights, in particular pursuant to sec. 69e of the German Copyright Act (UrhG).</p> <p>9.2 Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains your property. You grant us a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, make available and communicate the Data for any purpose in connection with the performance of our obligations in accordance with these Terms of Use.</p> <p>9.3 If you provide us with ideas, comments or suggestions relating to the Service or Underlying Systems (together feedback):</p> <ul style="list-style-type: none"> A. all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and B. we may use or disclose the feedback for any purpose. <p>9.4 You acknowledge that the Website or Software may link to third party websites or feeds that are connected or relevant to the Service. Any link from the Website or Software does not imply that we endorse, approve or recommend, or have responsibility for,</p>	<ol style="list-style-type: none"> 1. The provider is granted a non-transferable, worldwide, non-exclusive right for the duration of the contract to make the data saved on the servers available to third parties via the internet within the limits set up by the user. This includes the right to duplicate and to transmit data for the purpose of data protection. 2. In case the user makes their data open to public on labfolder, the provider is granted an unlimited, non-exclusive right to save and use the data published by the user. <p>10. Publication</p> <ol style="list-style-type: none"> 1. By publishing the data and content on labfolder the user guarantees to be in possess of the data's and content's publication rights. 2. By publishing the data and content on labfolder the user guarantees that he does not violate data protection and privacy laws as well as the data protection, security and privacy or ethical guidelines of his institution or company. 3. By publishing the data and content the user allows labfolder and all partners a non-exclusive, licence-free utilisation and disclosure of the published data. 4. The user guarantees that the

<p>those websites or feeds or their content or operators. To the maximum extent permitted by law, we exclude all responsibility or liability for those websites or feeds.</p>	<p>published data is free of any content contrary to sec. 4 of this agreement.</p>
<p>10 CONFIDENTIALITY</p>	
<p>10.1 Each party must, unless it has the prior written consent of the other party:</p> <ul style="list-style-type: none"> A. keep confidential at all times the Confidential Information of the other party; B. effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and C. disclose the other party's Confidential Information to its personnel or professional advisors on a need to know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 10.1. A. and 10.1 B. <p>10.2 The obligation of confidentiality in clause 10.1 does not apply to any disclosure or use of Confidential Information:</p> <ul style="list-style-type: none"> A. for the purpose of performing a party's obligations, or exercising a party's rights, under these Terms of Use; B. required by law C. which is publicly available through no fault of the recipient of the Confidential Information or its personnel; D. which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or E. by us if required as part of a bona fide sale of our business (assets or shares, whether in whole or in part) to a third party, provided that we enter into a confidentiality agreement with the third party on terms no less restrictive than this clause 10. 	
<p>11 WARRANTIES</p>	<p>7. Warranty / Liability</p>
	<p>1. Defects of the supplied memory</p>

<p>11.1 Each party warrants that it has full power and authority to enter into, and perform its obligations under, these Terms of Use.</p> <p>11.2 We do not provide warranties regarding server connections or for failures of servers which do not belong to our sphere of influence.</p> <p>11.3 To the extent that the use of the Service is offered free of charge, we retain the right to add or remove single functions of the Service during the contract term.</p> <p>11.4 The strict liability according to Section 536 a (1), 1. Alternative BGB for defects which already exist at the time of the conclusion of the contract is excluded.</p> <p>11.5 Apart from that, statutory warranty rights shall apply.</p>	<p>capacity shall be remediated according to the German warranty rights (§§ 536 pp. BGB).</p> <ol style="list-style-type: none"> 2. labfolder is not liable for the server's connections, nor for blackouts and for failures of servers which don't belong to the provider's sphere of influence. 3. labfolder will do everything possible to protect data against unauthorized access or damage. Nevertheless the liability is limited/no compensation in the case of intrusion, deletion, etc. 4. labfolder indicates that the functionality of the platform can be interrupted temporarily because of evaluation, overhaul, update and installation of new functions. 5. labfolder reserves the right to add or remove single functions of the platform. The users will be informed on www.labfolder.com.
<p>12 LIABILITY</p>	<p>7. Warranty / Liability</p>
<p>12.1 Labforward is liable without limitation for damages, insofar as the cause of damage is based on an intentional or grossly negligent breach of duty on the part of Labforward, a representative or performing agent [<i>"Erfüllungsgehilfe"</i>]. In case of negligent behaviour, Labforward in substance is only liable for the breach of a duty the fulfilment of which is material to the purpose of the User Contract, and on the performance of which you may ordinarily rely [<i>"Kardinalpflichten"</i>], and only insofar as Labforward ought to have foreseen the caused damages given the circumstances known at the time the User Contract was concluded. Apart from that, the liability of Labforward – including that for performing agents [<i>"Erfüllungsgehilfen"</i>] and vicarious agents [<i>"Verrichtungsgehilfen"</i>] – is excluded.</p> <p>12.2. The limitation of liability pursuant to 12.1. does not apply to claims for damages arising from the violation of life, body, health, the takeover of a guarantee of quality or the malicious concealment of defects by Labforward. The liability according to the German Product Liability Law [<i>"Produkthaftungsgesetz"</i>] remains unaffected by this.</p> <p>12.3. Any statutory liability privileges in Labforward's favour (e.g. pursuant to Section 599 BGB, Sections 7 to 10 Teleservices Act (Telemediengesetz – TMG)) remain unaffected.</p>	<ol style="list-style-type: none"> 6. Advanced version liability: The pre-contractual, contractual and non-contractual liability of labfolder is limited to cases of intent and gross negligence. The limitations of liability shall also apply where labfolder is vicariously responsible for its employees and agents. labfolder shall also be liable for relating to fatalities, injuries and impairment of health for which the liability may not be excluded. Liability of labfolder under the German Product Liability Act (Produkthaftungsgesetz) may also not be excluded. 7. Limited liability: in cases of ordinary negligence labfolder's liability shall be limited to <ol style="list-style-type: none"> 1. the breach of contractual obligations which are Cardinal Obligations. Cardinal Obligations are those obligations for which due fulfillment is essential to the proper implementation of the contract as a whole, and the contractual partner may depend upon their fulfillment.

	<p>2. the amount of losses which were generally foreseeable at the moment of conclusion of contract.</p> <p>The limitations of liability shall also apply where labfolder is vicariously responsible for its employees and agents.</p> <p>labfolder does not assume any responsibility for the content of external websites and for content which is provided by users or partners of labfolder.</p>
<p>13 INDEMNITY</p>	<p>9. Confidentiality</p>
<p>13.1. You shall keep indemnified [<i>“stellt ... frei”</i>] Labforward from and against any claim that Labforward may be subject to or that may be incurred by Labforward, directly or indirectly, arising out of or relating to your (a) breach of any contractual obligation (b) violation of any intellectual property rights of any third party caused as a result of using the Service under these Terms of Use, or (c) a violation by you of any applicable law, regulation or order, unless you are not responsible for the breach or violation.</p> <p>13.2. Regarding clause 13.1. the parties agree that Labforward shall be notified in writing by you of any notice of any such claim. You shall immediately provide Labforward with all information necessary for the examination of the claims and the defense of any action on such claims and for all negotiations for its settlement or compromise. You shall also reimburse Labforward for all expenses necessarily incurred by Labforward as a result of or in connection with claims asserted by a third party, including attorneys' fees for pre-trial defense. This shall also apply in the event that Labforward concludes or acknowledges a settlement of the justified claims asserted by the third party. Possible claims for further damages remain unaffected.</p>	<p>1. The provider binds himself not to forward or utilize in any way data which was obtained in preparation or execution of the contract, in particular the experimental data of the user or a user's customer. The provider holds any of this information in strict confidence. This also applies towards third party, employees of the provider and unauthorized users, unless it is necessary to fulfill the contract. In case of doubt the provider has to ask for the user's permission.</p> <p>2. The provider agrees to implement identical provisions for all employees involved in the execution of this contract.</p>
<p>14 TERM, TERMINATION AND SUSPENSION</p>	<p>11. Contract duration</p>
<p>14.1 Unless terminated under this clause 14, these Terms of Use and your right to access and use the</p> <p>A. labfolder Free Edition:</p> <ul style="list-style-type: none"> i. starts from the moment you create an account according to clause 2.1 of these Terms of Use ii. runs for an indefinite time or until you receive access to the labfolder Advanced Edition 	<p>1. This agreement is in effect from the moment the user creates an account, i.e. their login information is registered. The parties may terminate this agreement at their convenience with due regard to the cancellation period when using the Advanced version Account. Termination may be issued in writing to labfolder GmbH, Elsenstraße 106, 12435, Berlin, Germany or via e-mail to contact@labfolder.com.</p> <p>2. If the customer creates a Free</p>

- iii. can be terminated for any and no reason by you at your convenience by closing your Free Account via <https://eln.labfolder.com/eln/settings> ,
- iv. can be terminated for any and no reason by Labforward with two (2) weeks notice to the end of a month,
- v. may be resumed if you choose to terminate your use of the labfolder Advanced Edition.

B. labfolder Advanced Edition:

- i. starts from the moment you are provided access to the labfolder Advanced Edition.
- ii. may end after an agreed upon Trial Term, after which the account will be automatically transferred to a Free account.
- iii. if used after the Trial Term, is subject to an Initial Term of one year (unless agreed otherwise by both parties), and is subject to payment from the Effective Date, as documented in the Invoice.
- iv. will automatically renew at the end of each Initial Term, and each Renewal Term, for an additional term of twelve (12) months (each such renewal term, a "Renewal Term").

14.2 If either party does not want the User Contract regarding the use the labfolder Advanced Edition to renew, then such party will provide the other party written notice (email is sufficient) to this effect at least thirty (30) days prior to the end of the then current Initial Term or Renewal Term. Such notice of non-renewal will be effective upon the conclusion of the then current Initial Term or Renewal Term, at which point your account will be converted to a Free Account, provided you do not expressly request the complete deletion of your account. Before the conversion to a Free Account or the complete deletion of your account, you must ensure that:

- A. You have completed any data exports you wish to perform in advance.
- B. You have reduced your data storage to the limit of 3 GB per user for the Free Edition, if

Account the contract runs for indefinite time and can be terminated for any or no reason at their convenience with no further notice.

- 3. When a Advanced version Account is registered, the user can choose between a basic contract duration of one month or one year. After the expiry of this basic contract duration the contract automatically extends for another period of time of the basic contract duration chosen by the user, unless the contract is terminated in written form till the 15th of the previous month. After the termination of the Advanced version Account the account will be automatically transferred to a Free Account.
- 4. After termination of the contract the user has 30 days to extract their data.
- 5. In addition each party's right to terminate this agreement for a good cause remains unaffected. A good cause for termination of the agreement by labfolder shall particularly include a serious breach of the obligations arising from this agreement in sec. 4 by the customer or a sustainable default in payment of the customer (sec. 5). If the user defaults in payment, the provider can transfer the Advanced version Account to a Free Account instead of termination.

8. Deletion and blocking of content/account

- 1. The user can delete their saved data at any time.
- 2. If an account is changed from "Advanced version Account" to "Free Account" the saved data will be deleted within 30 days without further notice until the maximum memory capacity of 3 GB is reached. Older files will be deleted first. The user is personally responsible to save or extract their data in time.
- 3. After termination of the contract all data which has been saved by the user will be deleted. The user is personally responsible to save or extract their data at the moment of termination of the contract.

applicable. Failure to do this in advance may result in Labforward deleting your data until the 3 GB limit has been reached, whereby the oldest data will be deleted first.

Notice of termination may be issued in writing to:

- Labforward GmbH, Elsenstr. 106, 12435, Berlin, Germany
- via email to contact@labforward.io

14.3 Either party may, by notice to the other party, immediately terminate the User Contract if:

- A. the other party breaches any material provision of these Terms of Use and provides no remedy in spite of a warning, whereas a warning is not necessary if it has no chance of success or if the infringement is so serious that Labforward cannot reasonably be bound to honor the User Contract and the seriousness of an infringement can also accrue from you having been warned repeatedly for a comparable infringement;
- B. the requirements of statute, a court or an authority do not allow the Service to be offered anymore or as previously done; or
- C. Labforward ceases to continue business for any reason.

Statutory rights of withdrawal remain unaffected by the abovementioned termination rights.

14.4 You may terminate the User Contract in accordance with clause 7.5.

14.5 Termination of these Terms of Use does not affect either party's rights and obligations that accrued before that termination.

14.6 Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination of these Terms of Use but subject to clause 14.7, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.

14.7 At any time prior to one month after the date of termination, you may request:

- A. a copy of any Data stored using the Service, provided that you pay our reasonable costs of providing that copy. On receipt of that request, we must provide a copy of the Data in a

4. The provider can block or delete saved user's data if there is reason to believe that the content of the data violates the user's obligations (4).

common electronic form. We do not warrant that the format of the Data will be compatible with any software; and/or

- B. deletion of the Data stored using the Service, in which case we must use reasonable efforts to promptly delete that Data.

To avoid doubt, we are not required to comply with clause 14.7 a to the extent that you have previously requested deletion of the Data.

14.8 Without limiting any other right or remedy available to us, we may restrict or suspend your access to and use of the Service and/or delete, edit or remove the relevant Data if we consider that you or any of your personnel have:

- A. undermined, or attempted to undermine, the security or integrity of the Service or any Underlying Systems;
- B. used, or attempted to use, the Service:
 - i. for improper purposes; or
 - ii. in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Service;
 - iii. transmitted, inputted or stored any Data that breaches these Terms of Use or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or
 - iv. otherwise materially breached these Terms of Use.

15 GENERAL

15.1 Neither party is liable to the other for any failure to perform its obligations under these Terms of Use to the extent caused by Force Majeure.

15.2 No person other than you and us has any right to a benefit under, or to enforce, these Terms of Use.

15.3 For us to waive a right under these Terms of Use, that waiver must be in writing and signed by us.

15.4 Subject to clause 7.4, we are your independent contractor, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under these Terms of Use.

12. Final provisions

2. If any provision of this agreement is or later becomes invalid, or contains omissions, the validity of the other provisions shall remain unaffected.

3. This agreement, together with any documents referred to in it, or expressed to be entered into in connection with it, constitutes the whole agreement between the parties concerning the subject matter of This Agreement. It applies for all business relations between the parties also in the future, even if not explicitly agreed. The provider disagrees explicitly to the

15.5 Each party will own all right, title and interest, including, without limitation, all Intellectual Property Rights, relating to its Brand Features. Neither party grants, nor will the other party acquire, any right, title or interest (including, without limitation, any implied licence) in or to any Brand Features of the other party. You grant to Labforward and its affiliates a limited, non-exclusive, royalty-free licence during the term of these Terms of Use to name you as a reference customer and display your Brand Features, if applicable, for marketing and press purposes.

15.6 If we need to contact you, we may do so by email. You agree that this satisfies all legal requirements in relation to written communications. You may give notice to us under or in connection with these Terms of Use by emailing contact@labforward.io or by writing to Labforward GmbH, Elsenstraße 106, 10465 Berlin, Germany.

15.7 These Terms of Use, and any dispute relating to these Terms of Use or the Service, are governed by and must be interpreted in accordance with the laws of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you are a merchant [*„Kaufmann“*], a legal entity of public law [*„juristische Person des öffentlichen Rechts“*] or an administrative body [*„öffentlich rechtliches Sondervermögen“*], the parties submit to the jurisdiction of the Courts of Berlin, Germany in relation to any dispute connected with these Terms of Use or the Service.

15.8 Clauses which, by their nature, are intended to survive termination of these Terms of Use, including clauses 7.6, 9, 10, 12, 14.5 to 14.7 and 15.7, continue in force.

15.9 If individual provisions of these Terms of Use are void, the validity of the remaining Terms of Use is not affected.

15.10 These Terms of Use set out everything agreed by the parties relating to the Service, and supersede and cancel anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the Service that is not expressly set out in these Terms of Use, and no such representation, warranty or agreement has any effect from the Start Date.

15.11 You may not assign, novate, subcontract or transfer any right or obligation under these Terms of Use without our prior written consent, that consent not to be unreasonably withheld. You remain liable for your obligations under these Terms of Use despite any approved assignment, subcontracting or transfer.

inclusion of contrary customer's general terms and conditions.

4. This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to This Agreement or its formation) shall be governed by material German law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
5. Berlin, Germany, shall be agreed upon as the place of jurisdiction for all claims and legal proceedings.

