

General Conditions of Use (“GCU”)

Lucas-Nülle GmbH, Siemensstrasse 2, 50170 Kerpen, Germany (“**LN**” or “**we**”) provides the software “Labsoft” and “Classroom Manager” (the “**Software**”) with contents for vocational training and higher education as well as associated assignment libraries for use on a Windows PC for private and institutional users.

1 General

- 1.1 LN provides the Software to users in accordance with these General Conditions of Use (“**GCU**”). The Software is exclusively provided to natural persons who are teachers, trainees, students or alumni for vocational training and higher education purposes.
- 1.2 These GCU apply to the use of Software supplied on data carriers and/or by download, as well as to the use of associated assignment libraries. All agreements made between LN and the user are set out in these GCU and, if applicable, in the e-mail sent by LN when the chargeable services are sent. The agreements between LN and the user are not stored in any other way. If the user is also a customer, the General Terms of Business of LN in their respective current version shall also apply to the purchase of the Software.
- 1.3 The precedence of individual agreements over these GCU remains unaffected. When installing the Software, the user acknowledges and confirms the GCU valid at that time. These GCU shall be deemed to be a framework agreement from this point in time for any future use of the Software.
- 1.4 The sole contractual language is German.

2 Services provided by LN

The object of the service of LN is the permanent provision of the Software on a data carrier and, if necessary, with a USB dongle for the operation of the Software. Labsoft enables access to the multimedia courses and the control of the virtual instruments and the experimental hardware. The courses teach the theoretical basics and experiments are carried out on the experimental hardware pertaining to the course. The Classroom Manager enables the central administration of users, groups and Labsoft courses, as well as control of the learning status. Authoring tools allow convenient editing and creation of your own courses, assignments and exams. In addition, the Software offers an export function for the content which can be imported into the user’s own compatible learning management system (LMS).

- 2.1 LN provides the Software with the content and functions available at the time of installation by the user. Details can be found in the service description for the Software that is current at the start of use. LN is not obliged to make interfaces, source codes or documentation available.
- 2.2 LN shall make updates and improvements (“**Updates**”) available at its own reasonable discretion. This does not affect any obligations of LN arising under a support and maintenance contract concluded for the Software.
- 2.3 LN is only liable for the interoperability of the Software with the user’s existing hardware or software if this has been expressly assured to the user in these GCU or otherwise in text form. Unless otherwise agreed, the user has no entitlement to the specific availability of individual or all functions and content of the Software.

3 Use of the Software

- 3.1 The Software, including the associated documentation, shall be provided to the user on a data carrier intended for this purpose. The user shall be responsible for maintaining the hardware required for the use of the Software and for observing any system requirements specified by LN.
- 3.2 LN grants the user the simple right, unlimited in time, to use the Software for his/her own purposes in accordance with these GCU. The user is not entitled to transfer his/her usage right to third parties or to grant them further usage rights (sub-licences).
- 3.3 The user may only use the provided Software on one computer or device, or by one person or workplace, at a time. Use of the Software, which serves to prepare the supplied Software and hardware, is permitted (e.g. installation of a course on a student's PC in preparation for the laboratory internship with the LN training system). Furthermore, the use of the Software when installed on a server is permitted if the release is made via an existing communication network (e.g. VPN). Any further use requires the prior express consent of LN.
- 3.4 The user has no entitlement to the source code and is only authorised to decompile it if and to the extent that he/she is legally permitted to do so in accordance with section 69e German Copyright Law (UrhG).
- 3.5 All other rights to which the copyright holder is entitled, such as rights of publication, distribution including rental, exhibition and public reproduction - including making available to the public - are reserved to LN.
- 3.6 The provision of the content available in the Software, e.g. via SCORM export using Classroom Manager or PDF, on a proprietary learning platform requires the prior express written consent of LN. In addition, the operator of the respective learning platform must ensure that only content is made available to users of the associated laboratory systems. The user acknowledges that functions and presentation of the Software cannot be guaranteed for all external platforms.

4 Liability

- 4.1 If the user uses the Software free of charge, liability of LN is excluded in the case of simple negligence. This shall not apply in the event of death, personal injury or injury to health, in the event of properties guaranteed by LN, or in the event of liability under the German Product Liability Act (Produkthaftungsgesetz). The exclusion of liability shall also apply to legal representatives, vicarious agents and subcontractors of LN.
- 4.2 The user is liable for his/her own breaches of obligations in connection with the use of the Software or individual functions. The user shall indemnify LN in economic terms from all claims of other users or third parties which are asserted due to an unlawful act arising from his/her use of the Software. This shall not apply if the user is not responsible for the violation. This does not affect other claims of LN against the user.

5 Changes to these GCU

LN reserves the right to amend these GCU at any time. Such amendments shall only become effective if the user does not object to the amendment in writing within one month after receipt of a notification of amendment and if LN has informed the user of this deadline and the right to object in the notification. If the user objects in writing within this period, the previous GCU shall continue to apply. In this case, however, LN shall be entitled to terminate the user relationship within one month of receipt of the objection, subject to a period of notice of two weeks.

6 Final provisions

- 6.1 Communication with the user will generally be via e-mail.
- 6.2 German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions; this does not affect Art. 3(3) and (4) of the Rome I Regulation. In business transactions with consumers residing in the European Union, the law of the consumer's place of residence may exceptionally apply if mandatory consumer protection provisions are involved.
- 6.3 The place of jurisdiction shall be Kerpen if the user does not have a general place of jurisdiction in Germany, has moved his/her place of residence or usual place of abode out of Germany after conclusion of the contract, or if the user's place of residence or usual place of abode is not known at the time the claim is filed.
- 6.4 Should individual provisions of these GCU be invalid in whole or in part, the validity of the remaining provisions shall not be affected. In this case, the statutory provisions shall apply. The same shall apply in the event of an omission in these GCU.