

# ORDER CONFIRMATION

## CUSTOMER DETAILS

Date	Keystone Contact	VAT / Organization number
11th September 2019	[REDACTED]	CZ00216275
Name of Customer		Contact Person
University of Pardubice		[REDACTED]
Billing Address		Phone
Studentská 95, 532 10 Pardubice 2 Czech Republic		[REDACTED]
		Contact E-mail
		[REDACTED]
		Invoicing E-mail
		[REDACTED]

## SERVICE PACKAGE

### MARKETING

	<input type="checkbox"/> STARTER	<input type="checkbox"/> PREMIUM	<input checked="" type="checkbox"/> ULTIMATE
	UP TO [REDACTED] PROGRAMS	UP TO [REDACTED] PROGRAMS	UP TO 4 PROGRAMS
Visibility in 40+ languages	✓	✓	✓
Local and Global reach	✓	✓	✓
Unlimited Student Enquiries	✓	✓	✓
Real-time Metrics	<input type="checkbox"/>	✓	✓
<b>SMARTHub®</b> Marketing Automation Software	Standard Access	Standard Access	Premium Access

## WEBSITES

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Masterstudies.com   | <input type="checkbox"/> MBAstudies.com            |
| <input checked="" type="checkbox"/> Bachelorstudies.com | <input checked="" type="checkbox"/> PhDstudies.com |
| <input type="checkbox"/> Academiccourses.com            | <input type="checkbox"/> Healthcarestudies.com     |
| <input type="checkbox"/> Lawstudies.com                 | <input type="checkbox"/> Onlinestudies.com         |

## MARKETING - MONTHLY LICENSE SERVICE FEES

In NOK\*

Local currency

## SMARTHub<sup>®</sup>

<input checked="" type="checkbox"/> <b>Connect<sup>+</sup></b> All your student contacts in one place	In NOK* <input type="text" value="included"/>	Local currency <input type="text" value="included"/>
<input checked="" type="checkbox"/> <b>Engage<sup>+</sup></b> All your students answered automatically	In NOK* <input type="text" value="included"/>	Local currency <input type="text" value="included"/>
<input checked="" type="checkbox"/> <b>Prospect<sup>+</sup></b> Delivers the best student prospects automatically	In NOK* <input type="text" value="included"/>	Local currency <input type="text" value="included"/>

## SMARTHUB - MONTHLY LICENSE SERVICE FEES

In NOK\*

Local currency

## TOTAL MONTHLY LICENSE SERVICE FEES

In NOK\*

Local currency

The Monthly License Service Fee will be invoiced  in advance and is due 30 days after the invoice date.

Invoices will be issued in  currency. The Monthly License Service Fee is excluding VAT and any other taxes, duties and dues levied on the Licensed Services.

## TERM OF THE AGREEMENT

The subscription for the Licensed Services starts on  and expires on  (hereby the "Initial term"). Upon expiry of the Initial Term, the subscription automatically renews for successive terms of 1 (one) year (hereafter "Term"), unless the Customer has given written notice of termination at least 90 days before the expiry of a term.

## SPECIAL ARRANGEMENTS

## CONTACT INFORMATION

Keystone will communicate with the Customer via e-mail at the address indicated on the front page of this Order Confirmation, unless otherwise stated here:

The Customer may give notice to Keystone at any time by completing the form located at <https://www.keystoneacademic.com/contact-us/>

## CONFIRMATION

 I hereby confirm that I have the authority to represent and bind the Customer

This Order Confirmation and the Terms and Conditions jointly constitute the entire binding Agreement between the Customer and Keystone. By confirming this Agreement, I acknowledge that I have read and agree to this Agreement.

# TERMS AND CONDITIONS

## 1. THE PARTIES

These terms and conditions (hereafter the "Terms and Conditions"), the Data Agreement (hereafter the "Data Agreement") and the Order Confirmation (hereafter the "Order Confirmation"), jointly constitutes a binding agreement (hereafter jointly referred to as the "Agreement") between:

The Customer as defined in "Customer Details" in the Order Confirmation (hereafter the "Customer"), and Masterstudies AS, a Norwegian limited liability company incorporated under the laws of Norway, registered in the Norwegian Register of Business Enterprises with organization number 891 201 222, address Rolfsbuktheien 4D, 1364 Fornebu, Norway (hereafter "Keystone").

In the following, each party referred to as the "Party" or jointly as the "Parties".

## 2. THE SERVICES

Keystone is an internet-based service provider, offering marketing and management systems on the internet, including listing and marketing of higher education degree programs and courses, collection and management of student information, including access to a web-based platform with student information, various statistics and communication tools, customization tools and management tools, and relevant content on the sites (hereafter "the Services").

Our customers may purchase a license to use all or parts of the Services. The Customer's access to the Services depends on the level of access purchased by the Customer.

## 3. THE LICENSED SERVICES

Under this Agreement, the Licensed Services shall mean those parts of the Services that are purchased by the Customer, as specified in the section "Service Package" in the Order Confirmation, and provided by Keystone, including any updates and upgrades of the Licensed Services.

Keystone grants the Customer a non-exclusive, non-transferable, limited and revocable license to access and use the latest version of the Licensed Services in its own business at any given time, during the Term of the Agreement.

## 4. THE TERM OF THE AGREEMENT

The Term of the Agreement is the Initial Term plus any successive Terms, as specified in the Order Confirmation. Upon termination, the Customer's access and right to use the Licensed Services ceases.

Either Party may terminate the Agreement immediately in the event of a material breach of the Agreement by the other Party, subject to such breach not being remedied within 30 calendar days after the receipt of a written notice specifying such failure. If the Agreement is terminated by the Customer based on Keystone's material breach of the Agreement, Customer is entitled to a return of the Monthly License Service Fee proportionate to the remaining prepaid Term of the Agreement. If the Agreement is terminated due to the Customer's material breach of the Agreement, the Customer is not entitled to a refund of any Monthly License Service Fee paid by the Customer.

## 5. MONTHLY LICENSE SERVICE FEE AND PAYMENT TERMS

The Customer shall pay the Monthly License Service Fee for the Licensed Services as specified in the Order Confirmation. Any VAT and other taxes, duties and dues levied on the Licensed Services shall be borne by the Customer. The invoices will be based on the NOK value as per the order date and issued in the currency stated in the Order Confirmation, according to the currency exchange rate of the Bank of Norway as per the invoice date. The agreed Monthly License Service Fee can be adjusted annually at contract renewal, based on Keystone's average increase of costs to service its clients and to improve its service offerings. Annual adjustments will not exceed 5%.

In case of late payment, the Customer will be charged with a penalty interest of 1.25% per commenced month and collection fees according to provisions in the relevant national legislation. Furthermore, Keystone may suspend the Licensed Services until the Customer's account is brought current, or terminate the Licensed Services and this Agreement upon two (2) weeks prior written notice. In case of a termination due to late payment, Keystone may claim payment of all remaining License Service Fees under this Agreement immediately, however limited to the payments remaining until a notice of termination from the Customer could have been in effect.

## 6. CUSTOMER MATERIALS

Some Services, especially those that comprise listing and marketing on the web, require the Customer to provide advertising materials and other materials requisite for Keystone to deliver the Services as set out in this Agreement (hereby the "Customer Materials"). Customer Materials includes, but are not limited to, data, images, videos, sounds, text, captions, and other elements embodied therein, in any form, media or technology.



The Customer shall provide Keystone with the Customer Materials necessary to provide the Licensed Services, on or before the 5th day after acceptance of this Agreement, and in such format as specified in the Order Confirmation or as otherwise agreed between the Parties.

## **7. LICENSE TO USE CUSTOMER MATERIALS**

For the Term of the Agreement, the Customer grants Keystone and its affiliates, vendors, and service providers a world-wide, non-exclusive, fully-paid and royalty-free license to use the Customer Materials, in whole or in part, in any way and form necessary, to the extent this is requisite for Keystone to provide or promote the Services.

The Customer represents and warrants that the Customer has all rights necessary to grant Keystone the rights granted herein, including the right to use the Customer Materials for public viewing and use in relation to the Services, and that the use of the Customer Materials as contemplated by this Agreement will not infringe, misappropriate or violate any intellectual property rights, privacy rights, publicity rights or any other right of any third party.

Keystone shall, in its sole reasonable discretion and in order to deliver the Licensed Services in the best way for the Customer, make all decisions concerning use and placement of the Customer Materials on the Services. Keystone has the right to approve or reject, in its reasonable discretion, any Customer Materials, including the right to remove any Customer Materials from the Services, if Keystone finds that the Customer Materials does not meet Keystone's advertising specifications, are objectionable in any way, or contain false, misleading or illegal information or any vulgar or pornographic content. If Keystone rejects or removes the Customer Materials, Keystone will notify the Customer in writing. Keystone shall have no liability, at law or in equity, for removing or failing to place any Customer Materials for the aforementioned reasons, except for the return of any unused prepaid Monthly License Service Fees.

Keystone will not, without consent, place links to the Customer's websites or website content in newsgroups, message boards, in unsolicited email or other types of spam.

## **8. QUALITY OF THE SERVICES & DISCLAIMER**

Keystone's aim is to provide the Services with a standard and quality which prevail among similar business and organizations of superior knowledge and skill engaged in providing services under similar circumstances, and that our work is performed in a diligent, workmanlike and professional manner consistent with good practices.

Keystone will use its best efforts to make the Licensed Services fully operable, functional and available during the Term of the Agreement. However, technical problems such as temporary non-availability of all or parts of the Services is unfortunately a part of internet business and shall not constitute a breach of the Agreement. Keystone is not responsible for periodic downtime, any loss or destruction of data or information, temporary loss of operability or functionality or items beyond Keystone's control.

The Licensed Services, including their functionality, scripts, websites and any content provided at or through the Licensed Services, are provided "as is" and "as available" without any warranty of any kind. The Customer agrees that any use of the Licensed Services is at the Customer's own risk.

Unless otherwise has been agreed between the Parties in writing, Keystone does not guarantee any given number of users, enquiries, entries of data, entries or transfer of personal information or other information, communication, impressions or other form of measurable traffic to the Customer's websites, nor any amount of open rates, click rates, or response rates for direct email marketing.

Keystone continuously works to improve its Services, and reserves the right to change functionality and content offered under the Services on an ongoing basis. Keystone shall make all decisions concerning use of software solutions, hardware configurations and selections, system components, categories of advertising, search engine results and search parameters. In order to allow for repairs, maintenance or updating, access to parts or all of the Licensed Services may be temporarily restricted by Keystone by prior written notice to the Customer. Keystone is not responsible for any lack of functionality that is due to the Customer's equipment, including device, internet connection, operating system or settings and software.

Keystone is a service provider that is not liable for the material stored on our servers at the request of or otherwise provided by the Customer or any third person or users. Keystone has no general obligation to monitor the material stored on our servers. If Keystone obtains knowledge of any illegal activity or material, Keystone has the right to immediately remove or disable access to the material.

## **9. LIMITATION OF LIABILITY**

In case of errors in the Licensed Services, Keystone shall if possible and without any cost for the Customer correct the errors. All corrections shall be performed within reasonable time. Any other liability of Keystone for any loss or damage resulting from any errors or non-performance or other claims under this Agreement, shall be excluded.

Under no circumstance shall Keystone have any liability to the Customer or any third party for any claim that exceeds the amounts paid by the Customer to Keystone in the three months prior to the initiation of the claim.

## 10. RIGHTS TO THE SERVICES AND INTELLECTUAL PROPERTY RIGHTS

All rights in and to the Services and any other materials provided by Keystone in connection with this Agreement (including but not limited to text, scripts, design, functionality, images, articles, information, trademarks, logos, names and other content) are the property of Keystone, unless otherwise indicated. Keystone retains all right, title and interest in and to the Services, including its content, components and collective works available or developed on the sites.

The Customer is not allowed to copy, modify, reverse engineer, sell, transfer, sublicense or use the Services in any other way, except as agreed in this Agreement or otherwise by Keystone in writing. If the Customer infringes upon Keystone's rights in the Services or uses the Licensed Services contrary to this Agreement, the Customer shall compensate Keystone's economic loss and damages.

## 11. USE OF PERSONAL DATA

In providing the Services, Keystone will comply with all applicable provisions of the European Union's General Data Protection Regulation.

## 12. CONFIDENTIALITY

Each Party might get access to certain confidential and proprietary information of the other Party, including, but not limited to, systems, software, and other materials related to the Services, that is not part of the public domain (hereby the "Confidential Information"). Each Party shall keep strictly confidential and shall not disclose any Confidential Information of the other Party to any person or entity, not even after expiry of the Agreement, except as expressly permitted by this Agreement or by the other Party with prior written permission. Each Party shall treat the Confidential Information of the other Party with at least the same degree of care and confidentiality as it treats its own Confidential Information, and in no event using less than a reasonable degree of care.

## 13. ASSIGNMENT

Provided the other Party's legal rights under this Agreement are not prejudiced, a Party may in the event of a reorganization, merger or sale, transfer its rights and obligations under this Agreement to another legal entity upon prior written notice to the other Party.

## 14. FORCE MAJEURE

Neither Party shall be liable for any damages or failure to perform as required herein, including any unavailability of the Services or loss or destruction of data or storage media, caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, provided the Party experiencing the difficulty will give the other Party prompt written notice, with full details, following the occurrence of the cause relied on.

## 15. UPDATES

Keystone may periodically modify the terms of the Agreement to, for example, reflect changes to the law or changes to the Services, with reasonable prior written notice to the Customer. Changes will not apply retroactively. If the Customer does not agree to the modified terms, the Customer must discontinue using the Services.

## 16. GOVERNING LAW

The Parties shall seek to solve any dispute, controversy or claim arising out of or relating to this Agreement through negotiations. If the Parties fail to solve such dispute, then the dispute shall be subject to the legal venue as specified below.

Keystone is a Norwegian limited liability company, established in and operating under the laws of Norway. Norway is a member of the European Economic Area (EEA) together with the member states of the European Union (EU). Norway, and therefore Keystone, has adopted and is compliant with EU legislation that is relevant for this Agreement, including the General Data Protection Regulation (GDPR). This Agreement is governed by Norwegian law. Any legal disputes shall be filed with the courts of Norway, venue City Court of Oslo. Disputes regarding fulfillment of the Customers payment obligations as per the Agreement may also be filed with the court of the ordinary venue of the Customer, as stated in this Agreement

## 17. GENERAL

This Agreement constitutes the entire agreement between the Parties. Each provision of this Agreement is severable, one from the other. If any provision is found to be unenforceable, the remaining provisions shall continue to be in full force and effect.