

GRADUWAY SERVICE AGREEMENT THE CZECH UNIVERSITY OF LIFE SCIENCES PRAGUE

 March 18th, 2021

ORDER FORM

Client:	The Czech University of Life Sciences Prague/Česká zemědělská univerzita v Praze VAT NUMBER/DIČ: DIČ: CZ60460709 Represented by/zastoupena: Ing. Jakub Kleindienst, kleindienst@rektorat.czu.cz, the Bursar		
Client's address:	Kamýcká 129 165 00 Praha – Suchdol The Czech Republic		
Graduway:	Headhunter Systems Limited (t/a Graduway) a company incorporated in England and Wales with company no. 07059614 Represented by: Marco Candi, Account Executive		
Graduway's address:	1 The Green, London, E4 7ES, United Kingdom info@graduway.com		
Services Start Date:	15/April/2021		
Initial Term:	3 years from the Services Start Date.		
Services:	<input checked="" type="checkbox"/> GradEngage: On-line, web-based branded networking platform, including branding, setup, domain name purchase and management, standard flat-file data download, implementation, license, maintenance, and hosting. The platform is presented as currently available and includes functionality such as single-sign-on, social media plug-ins, jobs board, a news feed, and enhanced constituent search functionality. The platform is mobile responsive and multi-lingual. The client shall also receive training, on-boarding, and technical support and have access to a dedicated account manager. <input checked="" type="checkbox"/> GradCareers: A digital network for college, professional and career development including flash and formal/structured mentoring, job and internship opportunities, robust resources, and real-time statistics. As well as branding, setup, domain name purchase and management, standard flat file data download, implementation, license, maintenance and hosting. The platform is presented as currently available and includes functionality such as single-sign on, jobs board, news feed, and enhanced constituent search functionality.		
Package and Features:	<input type="checkbox"/> Magna:	<input checked="" type="checkbox"/> Summa:	<input type="checkbox"/> Enterprise:
• Registered Users:	Up to 5,000	Up to 10,000	Up to 20,000
• Admins:	1 Admins	5 Admins	Unlimited
• Communities	10	20	50
• Multi-lingual (INCLUDED IN CZECH)	Included	Included	Included
• Custom URL and Branding:	Included	Included	Included
• Native App (iOS/Android):	Not included	Included	Included
• Business Directory:	Not included	Included	Included
• Mentoring:	Flash Mentoring	Flash Mentoring + GradCareers	Flash Mentoring + GradCareers
Premium CRM Integration	Not included	Included	Included
• Implementation, Training, Technical Support, Ongoing Maintenance & Hosting Fee	EU3,495	EU4,995	EU7,995
Platform Fee (Does not include VAT)	EU11,495	EU19,995	EU32,995
Total Charges per year: ***This special offer is valid if the contract is signed before March 31st, 2021***	EU14,990 Per Year	From: EU24,990 To: EU10,990* *If the contract is signed before March 31 st , 2021 ** In accordance with the invoicing terms listed below in bold.	EU40,990

This Agreement is made up of this Order Form and the Conditions (see <https://graduway.com/Graduway-Terms-and-Conditions.pdf>). If there is any conflict or ambiguity between the terms of this Order Form and the Conditions, the terms contained in the Order Form shall have priority over the Conditions. This Agreement shall enter into force on the date of the last part party to sign below.

The Graduway and the Czech University of Life Sciences Prague expressly agreed on following obligations differently from the Conditions:

The Parties agreed that the Agreement is concluded for the period of 3 years. In accordance with Article 1 of the Conditions it may be automatically renewed and the parties agree that the ultimate period of validity with the renewals is 6 years.

The Parties agreed that Article 4.2. of the Conditions shall not apply for the period of the first 3 years of the validity of the Agreement.

The Parties agreed that Article 4.4. of the Conditions shall not apply in the first year of the validity of the Agreement and the Czech University of Life Sciences Prague shall pay the Charges for the Services as follows:

- **the amount of the 5,000 EUR will be paid by the Czech University of Life Sciences Prague on the basis of the Graduway's invoice issued after signing of this Agreement;**
- **the remaining part of the Charges for the Services will be paid by the Czech University of Life Sciences Prague on the basis of the Graduway's invoice issued as of 1st June 2021.**

The maturity of each invoice is 30 days from the date of its delivery to the Czech University of Life Sciences Prague.

The Graduway acknowledges that the Czech University of Life Sciences Prague is obliged to provide information at the request of a third party in accordance with Act No. 106/1999 Coll., on Free Access to Information, as amended (Czech law), and agrees, so that all the information contained in this Agreement has been provided to third parties upon their request in accordance with the cited law.

The Graduway acknowledges that the Czech University of Life Sciences Prague is an entity obliged to publish contracts in the register of contracts in accordance with Act No. 340/2015 Coll., On special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts (Act on the Register of Contracts), as amended (Czech law) and if this Agreement meets the conditions for its mandatory publication, the CLIENT will publish it in the register of contracts in accordance with the cited law.

This Agreement shall enter into force upon its signature by both Parties and become effective on the date of its publication in the register of contracts by the Czech University of Life Sciences Prague in accordance with the above cited law. The Parties have agreed that the Services provided between the Parties within the scope of this Agreement prior to the effective date of this Agreement will be counted from the effective date as the performance under this Agreement.

SIGNED for and on behalf of by
HEADHUNTER SYSTEMS LIMITED

SIGNED for and on behalf of by
Czech University of Life Sciences Prague

Signature
Print Name Marco Candi
Position Account Executive

Signature
Print Name Ing. Jakub Kleindienst
Position Bursar