

325 / VS / 2021

**Contract  
between**

**Vysoká škola ekonomická v Praze  
Fakulta informatiky a statistiky  
nám. W. Churchilla 1938/4  
130 67 Praha 3 - Žižkov**

**Customer**

and

**Digital Schooling UG (haftungsbeschr.)  
Goethestr. 32  
25709 Marne**

**Company/Digital Schooling**

jointly also referred to as the Parties.

## **WHEREAS**

Digital Schooling is a certified Google partner and is authorised by Google to sell Google products, such as any and all Google Cloud products, Google "G Suite for Education" etc. (cf. <https://cloud.google.com/products>) to schools, universities and other customers who may be interested. Google continues to be the manufacturer and provider of this software and ultimately provides it as a cloud-based solution. The services of Digital Schooling include consulting, sales and brokering of the respective software products as well as on-site training at the customer's premises. Digital Schooling provides the following services based on this Contract. THEREFORE, the Parties agree the following:

### **Section 1 Scope of application**

1. These Terms and Conditions in the version applicable at the time the customer places its order govern the contractual relationship between **Digital Schooling** and persons who order software from **Digital Schooling** (hereinafter referred to as "Customer" or "You"). Digital Schooling and the Customer are jointly referred to as the "Parties".
2. The Customer assures that it is of legal age and of unlimited legal capacity and that, if it acts as a representative, it has the appropriate power of representation (power of attorney etc.)
3. No verbal side contracts have been agreed between the Parties. These Terms and Conditions apply exclusively. Any terms and conditions of the Customer that deviate from or contradict these Terms and Conditions shall not apply; this also applies if Digital Schooling does not explicitly state that the Customer's terms and conditions shall not apply.
4. This Contract governs all of Digital Schooling's services in the context of consulting and the sale of Google Cloud services, as well as the billing thereof.

## Section 2 Conclusion/performance of the contract

1. After conclusion of this contract, **DIGITAL SCHOOLING** shall, in its capacity as a broker, provide the Customer with a so-called "Billing ID". This Billing ID allows the customer to use the cloud services of Google. An overview of the various Google Cloud services is available at <https://cloud.google.com/products/>.
2. The various Google Cloud services have different cost models. Google lists the current prices at <https://cloud.google.com/pricing/list>. **DIGITAL SCHOOLING** advises the Customer on the individual cloud services and the pricing models for the individual cloud services.

## Section 3 Terms of use

1. The terms of use of the individual Google services apply. By concluding this contract and using the aforementioned Billing ID, the Customer specifically agrees to the following terms:
  - a. Google Cloud Platform Terms of Service: These terms of service govern the rights and obligations associated with using the Google Cloud platform. These can be viewed at <https://cloud.google.com/terms/>.
  - b. Google Cloud Service Level Agreement: <https://cloud.google.com/terms/sla/>
  - c. The Google data protection provisions: <https://cloud.google.com/terms/data-processing-terms>
  - d. List of APIs: <https://cloud.google.com/products/?hl=en>

## Section 4 License

1. **DIGITAL SCHOOLING** merely brokers the conclusion of a contract between the Customer and Google. Google will grant the non-transferable access rights, limited in time to the term of the contract, in accordance with Google's applicable license terms. For further details please refer to the respective Google license terms (see <https://cloud.google.com/product-terms/>).
2. The Customer assures that, upon conclusion of the Contract, it has read and will adhere to the Google license terms.

## Section 5 The Customer's duties

1. The customer acknowledges to both **DIGITAL SCHOOLING** and Google that **DIGITAL SCHOOLING** and Google are independent of each other and that **DIGITAL SCHOOLING** in particular is not an agent of Google and also has not entered into a joint venture with Google.
2. The Customer further acknowledges that it is the controller within the meaning of the GDPR for its personal data which it uses within the Google Cloud services and products (cf. Art. 4 (7) GDPR) and that, within the meaning of GDPR, the Customer is a Google processor in terms of GDPR (cf. Art. 4 (8) GDPR).
3. To the extent permitted by applicable law, the Customer acknowledges that Google is liable directly, indirectly or for consequential damages resulting from the distribution and resale of the services to the Customer by **DIGITAL SCHOOLING**. This also applies to all warranties relating to the services on behalf of Google, including warranties of merchantability or suitability for a particular purpose.
4. The Customer acknowledges the respective terms of use of the individual products and services of Google. An overview is available at: <https://cloud.google.com/terms>

5. Furthermore, the Customer accepts that DIGITAL SCHOOLING may pass on the Customer's data to Google if support services are needed and if this should become absolutely necessary. Otherwise, the terms of use of the Google products apply.
6. It is the Customer's responsibility to provide the necessary communication and to obtain and maintain all consent required from end users so that DIGITAL SCHOOLING and Google can fulfill their respective contractual obligations to the Customer.
7. The respective Google Service Level Agreements (SLA) shall apply exclusively to the use of Google's Cloud services. The Customer must request any rights arising from the SLAs directly from DIGITAL SCHOOLING. Furthermore, Google will only provide technical support directly to the Customer in accordance with the respective terms of use.

## Section 6 Fees, payment terms, offsetting ban

1. The current prices stated in catalogues, advertisements and/or Internet pages of Google shall apply. All prices are stated in US Dollars and are invoiced plus sales tax. If the customer wishes to receive the invoice in euros, the fees are calculated according to the current exchange rates. More detailed information can be found at <https://cloud.google.com/billing/docs/resources/currency> and also here <https://cloud.google.com/skus/exchange-rates?hl=en>.
2. It is possible for the Customer to agree monthly maximum budgets with DIGITAL SCHOOLING to prevent certain cost limits being exceeded. The Customer must agree this separately with DIGITAL SCHOOLING if it so wishes.
3. The Customer receives a monthly invoice from DIGITAL SCHOOLING in line with its use. Payments must be made to an account specified in the invoice, otherwise they will not be deemed to discharge the associated debt.
4. At the beginning of each month, DIGITAL SCHOOLING bills the Google Cloud services and products used by the customer in the previous month.
5. The billing of G - Suite products is generally based on the billing option chosen by the Customer (monthly, quarterly, semi-annually, annually). If the annual tariff applies, DIGITAL SCHOOLING is entitled to invoice the accounts for one year in advance of the first provision date. In the case of a monthly payment method, the services are billed monthly at the beginning of the subsequent month.
6. After having received the invoice from DIGITAL SCHOOLING, the Customer shall pay the fees by bank transfer. When billing the Customer, DIGITAL SCHOOLING reserves the right to perform a credit check. All claims become due upon receipt of the invoice and are payable without deduction. The costs of the money transfer are borne by the Customer.
7. If the Customer has not paid within 14 days after receipt of the invoice, the Customer is deemed to be in default without requiring any further communication by DIGITAL SCHOOLING. DIGITAL SCHOOLING reserves the right to temporarily block or deactivate the "Billing ID" sent to the Customer in case of late payment, so that the Customer cannot use any further Google products and services. As soon as the Customer has fulfilled its payment obligations to DIGITAL SCHOOLING, the "Billing ID" is re-activated.
8. The Customer may not off-set payments unless the counterclaim of the Customer is undisputed or res judicata.
9. If the Customer instructs DIGITAL SCHOOLING by means of an individual contract to perform consulting and support services, DIGITAL SCHOOLING will provide a certified Google Engineer. For this purpose, DIGITAL SCHOOLING will either specifically agree

daily rates with the Customer in advance or will bill its services as needed by the hour in accordance with a previously agreed hourly rate.

## **Section 7 Warranty provisions**

1. **DIGITAL SCHOOLING** acts only as a broker and is not liable for the functionality of the Cloud services and other products of Google. The point of contact in this respect is Google.
2. **DIGITAL SCHOOLING** does not guarantee that the software will meet the Customer's requirements. **DIGITAL SCHOOLING** assumes no warranty for technical details or the suitability of the software for a specific purpose unless otherwise stated in the specifications of the software. Technical details laid down in the specifications of the software or other documentation shall not constitute a warranty unless they are expressly stated as such.
3. Any warranty claims of the Customer to compensation or compensation for vain expenses shall be subject to the limitation of liability set out in Section 9 below.

## **Section 8 Liability**

1. **DIGITAL SCHOOLING** shall not be liable for damages, delays or performance impediments that lie outside the area of responsibility of **DIGITAL SCHOOLING**.
2. **DIGITAL SCHOOLING** shall not be liable for damages resulting from unsuitable, inappropriate or improper use of the software.
3. Regardless of the legal grounds, **DIGITAL SCHOOLING** shall only be liable for damages caused intentionally or by gross negligence or for damages culpably caused by **DIGITAL SCHOOLING** through injury to life, limb or health, or in the case of culpable violation of an essential contractual main obligation (cardinal obligation) or in the case of non-fulfilment of a warranty or if a defect was fraudulently concealed by **DIGITAL SCHOOLING**. A "cardinal obligation" within the meaning of this provision is an obligation of **DIGITAL SCHOOLING**, the fulfilment of which is required to enable the proper execution of the contractual relationship between the Parties, the violation of which endangers the purpose of the Contract being achieved and on the observance of which the customer regularly relies.
4. In the event of a breach of an essential contractual main obligation or cardinal obligation resulting from ordinary negligence, the liability of **DIGITAL SCHOOLING** shall be limited to the typically foreseeable damage.
5. **DIGITAL SCHOOLING** shall not be liable for anything beyond this scope.

## **Section 9 Term/termination**

1. This Contract has a term of 12 months.
2. The Customer is entitled to terminate the contractual relationship with a period of notice of 1 month to the end of the period mentioned under item 1. Otherwise the Contract will be extended for a further 12 months.
3. The right to terminate without notice for good cause remains unaffected.

## **Section 10 Applicable law**

German law is applicable.

## Section 11 Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship between the Parties in all these cases shall be the place of business of **DIGITAL SCHOOLING** in Germany.

## Section 12 Severability clause

Should one or more provisions of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.

Place, Date

*[Signature]* 28-06-2021

Place, Date

*[Signature]* 09.07.2021

