

439/VS/2021

SAGE CATALYST LICENSE AGREEMENT

by and between

Prague University of Economics and Business and

SAGE PUBLICATIONS LTD.

This License Agreement (the "Agreement"), is made the day on which the last signatory signs this Agreement, by and between SAGE Publications Ltd. ("Publisher"), with offices at 1 Oliver's Yard, 55 City Road, London EC1Y 1SP and Prague University of Economics and Business ("Customer"), with offices nám. W. Churchilla 1938/4 130 67 Praha 3, and it defines the agreement between Publisher and Customer whereby Customer will receive a license for certain eBooks published by Publisher. Customer and Publisher may be referred to collectively as "Parties" and individually as "Party" in this Agreement.

WHEREAS, Publisher holds a copyright or license to a certain collection of eBooks with additional functionality provided by Talis Elevate (the Product) (as hereinafter defined);

WHEREAS, Customer desires to subscribe to the Product to provide access for students enrolled in Courses (as hereinafter defined) and to faculty using such eBooks in their Courses; and

WHEREAS, Publisher hereby grants to Customer a license to the Product for such provision to students enrolled in Courses and to faculty using such eBooks in their Courses in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

- "Access Fee": The fee which Customer must pay to Publisher in order to have access to the Product.
- "Access Period": The period of time during which Authorized Users may have access to the Product, as listed in the Schedule A-1.
- "Authorized User(s)": An individual as defined in Section 6 of this Agreement.
- "Commercial Use": The reuse of any portion of an eBook for the purpose of monetary reward (whether by or for an Authorized User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the eBooks. For the avoidance of doubt, neither recovery of direct cost by an Authorized Users, nor use by Authorized Users of the eBooks in the course of research funded by a commercial organization is deemed to constitute Commercial Use.
- "Course(s)": Any course the Customer offers to students during the term of the Agreement.

“eBook”:	A digital version of an Original Edition.
“Educational Purposes”:	The purpose of education, teaching, distance learning, private study and/or research.
“Original Edition”:	A textbook, as published in Publisher’s normal course of its print business.
“Print List Price”:	The Publisher’s suggested retail price of a print book.
“Product”	A collection of eBooks with additional functionality provided by the Talis Elevate platform

2. TERM AND TERMINATION

The term of this Agreement will commence on 01/01/2022 (Effective Date) and shall remain in effect for a period of 12 months (“Term”) unless earlier terminated pursuant to the terms set forth herein. Thereafter, this Agreement may be renewed by mutual written agreement of the Parties. Any changes to the title list, access period or access fee shall be documented in an addendum to be signed by both parties.

Notwithstanding anything herein to the contrary, Publisher may terminate this Agreement at any time during the Term by giving thirty (30) days’ written notice to the Customer provided that any active Access Periods (as defined in the Schedule A-1) shall continue through their agreed-upon term.

Upon expiration or termination of this Agreement, Customer shall immediately cease any and all use of the eBooks.

3. TITLES AND PAYMENT

All eBooks to be provided under this Agreement shall be determined by the Publisher. Customer will pay the Access Fee set forth in this Agreement (as set forth in Schedule A-1).

As of the date of this Agreement, the Publisher has designated Talis Elevate as its Platform Vendor for the provision of additional functionality.

Vendor will make available a usage report which the Customer may access.

4. CONTENT OF EBOOKS

During the process of creating an eBook, Publisher may modify and/or delete certain material from the eBooks as follows: (i) to delete third party material, (ii) any other changes that may be appropriate to remove or alter text or images that may be considered to be objectional or likely to be actionable by law.

5. DELIVERY OF EBOOKS

Customer's Authorized Users shall access the Product through the Platform Vendor's platform. Customer acknowledges that there are system requirements necessary to access the Product, which may be modified from time to time during the Term. Customer is responsible for ensuring the requirements are met:

- a. Full access to the Internet (TCPIP)
- b. World Wide Web browser

Functionality is supported on the latest versions of Chrome, Safari, Firefox, Microsoft Edge and Internet Explorer 11.

6. AUTHORIZED USERS

Authorized Users designated by Customer to access the Product shall be:

- a. individuals who are authorised by the Customer to access the Customer's information services whether on-site or off-site via Secure Authentication, including via institutional proxy server, and who are affiliated to the Customer as a current student (undergraduates and postgraduates), teaching, research, or clinical faculty, member of staff (whether on a permanent or temporary basis), alumni, or contractor of the Customer.

7. AUTHORIZED USE

Authorized Users are licensed to access eBooks subject to the terms and conditions herein and to use the eBooks in the following manner:

- c. Read the eBook online.
- d. Print the eBook for Authorized User's personal use only, reasonable use of up to 10% of a title. The platform limits printing to 5 pages at a time. Exact limitations imposed by the platform may be adjusted after 30 days notice.
- e. Extract or use information contained in the eBooks for Educational Purposes only, including, but not limited to, text and data mining, extraction and manipulation of information for the purposes of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

8. RESTRICTIONS

Customer shall instruct Authorized Users that use of the eBooks is subject to the terms set forth herein and that any violations of such terms may result in the immediate termination of the Authorized User's access to the eBooks. Customer further acknowledges and agrees that Authorized Users shall accept the User Terms required by the Platform Vendor governing use of the Platform. Available here - <https://talism.com/legal/userterms/> Customer shall accept the Additional terms for Talis Elevate usage outlined in Schedule A-2.

Except as provided herein, the Authorized Users shall not:

- a. Remove, obscure or modify copyright notices, text acknowledging, attributions or other means of identification or disclaimers as they appear.

- b. Alter, adapt or modify the eBooks, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Agreement. Alteration of words or their order is strictly prohibited.
- c. Use all or any part of the eBooks for any Commercial Use or for any purpose other than Educational Purposes. No Commercial Use of the eBooks shall be permitted unless an Authorized User has been granted prior written consent by Publisher.
- d. reproduce, forward, modify, create derivative works based upon, transmit, distribute, disseminate, sell, publish or sublicense the Publisher Content or in any way commingle the Publisher Content with other third party content, without Publisher's prior written consent. End-User log-in information and password may be used solely by End-User and End-User may not share with or sell to a third party such log-in information and/or passwords to access the Publisher Content.
- e. Display or distribute any part of the eBooks on any electronic network, including, without limitation, the Internet and, and any other distribution medium now in existence or hereinafter created, other than by a secure authentication approved in writing by Publisher; and/or print and distribute any portion(s) of the eBooks to persons or entities other than the Customer or Authorized Users.
- f. The Publisher content is provided on an "as is" basis. Neither Publisher nor its licensors make any guarantees or warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose or use as to any Publisher content or the information therein or any warranties as to the accuracy, completeness, currentness, or results to be obtained from, accessing or using the Publisher content, or any material referenced in such content or any information entered into distributor's product by end-users or other persons and/or any material available on or that can be accessed through the distributor's product (including via any hyperlink or otherwise) or as to non-infringement of third party rights. Any warranties of any kind, whether express or implied, are disclaimed. Any material or data obtained through use of the publisher content is at your own discretion and risk and end-user understands that it will be solely responsible for any resulting damage to its computer system or loss of data.
- g. In no event will Publisher or its licensors, be liable for any indirect, special or consequential damages, including but not limited to, lost time, lost money, lost profits or good will, whether in contract, tort, strict liability or otherwise, and whether or not such damages are foreseen or unforeseen with respect to any use of the Publisher content.

9. SUITABILITY OF MATERIALS

In the event Publisher loses any right to the eBooks or any portions thereof for any reason, Publisher shall promptly notify Customer (i) of the specific materials for which rights have been lost, and (ii) whether Publisher believes cessation is necessary to limit or avoid liability. In such event, Publisher will use commercially reasonable efforts to replace, at no cost to Customer, such affected eBooks with other materials to be used by Customer pursuant to the terms of this Agreement.

10. OWNERSHIP OF MATERIALS

The Parties agree that, as between Customer (including its Authorized Users) and Publisher, all rights, title and interest in and to the content, data, intellectual property and materials contained in the eBooks and all derivatives thereof (collectively, the "Publisher Materials") shall remain the property of Publisher and/or its licensors. No right, title or interest, in and to the Publisher Materials, is granted to Customer (including its Authorized Users) except as expressly set forth herein. Moreover, nothing herein shall be construed to prevent Publisher from selling, licensing, using, repurposing or permitting any third party to use the eBooks or any content and intellectual property contained therein (e.g., the eBooks) in any manner as determined by Publisher in its sole discretion.

11. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

11.1 Publisher. Publisher represents and warrants that: (i) it is a corporation domiciled in the United Kingdom; (ii) it has the full right, power and authority to enter into and fully perform this Agreement; (iii) prior to delivery of any eBook, it shall have obtained all rights that are necessary for Customer to exercise the rights granted under this Agreement; and (iv) to the best of Publisher's knowledge, neither the exercise of the rights granted under this Agreement nor any materials embodied in an eBook will violate any applicable law or violate or infringe upon the intellectual property, proprietary or other rights of any person or entity, including, without limitation, contractual rights, copyrights, trademarks, common law rights, rights of publicity, or privacy, or contain defamatory material.

11.2 Customer. Customer represents and warrants that: (i) it has the full right, power, and authority to enter into this Agreement; (ii) to the best of its knowledge, use of the hosting platform as contemplated herein will not violate any applicable law or violate or infringe upon the intellectual property, proprietary or other rights of any person or entity, including, without limitation, contractual rights, copyrights, trademarks, patents, common law rights, or moral rights, and (iii) it will provide the security and protect the eBooks from unauthorized access or use in strict accordance with the terms set forth herein.

11.3 Indemnification.

a. Publisher. Publisher shall indemnify, defend, and hold Customer and its affiliates and respective officers, directors, employees, agents, attorneys, successors and assigns, harmless from and against any and all claims, suits or proceedings, demands, losses, damages, liabilities and costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or resulting from (i) Publisher's acts or omissions under or related to this Agreement, negligence, willful misconduct or breach of its representation or warranty contained herein, or (ii) Publisher's actual or alleged infringement of any patent, trademark, copyright, trade secret or other intellectual property right in connection with the eBooks furnished to Customer by Publisher pursuant to this Agreement.

b. Customer. Customer shall indemnify, defend and hold Publisher and its affiliates and respective officers, directors, employees, agents, attorneys, successors and assigns, harmless from and against any and all claims, suits or proceedings, demands, losses, damages, liabilities and costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or resulting from any act or omission of the Customer under or related to this Agreement or breach of its representation or warranty contained herein.

c. In connection with any claim or action described in this Section 11.3, the Party entitled to indemnification hereunder ("Indemnified Party") will: (a) give the Party obligated to indemnify

it ("Indemnifying Party") prompt written notice of the claim or action (provided that any delay in notification will not relieve the Indemnifying Party of its obligations under this Agreement except and to the extent that the delay actually impairs its ability to defend); (b) cooperate reasonably with the Indemnifying Party, at the Indemnifying Party's expense, in connection with the defense and settlement of the claim or action; and (c) permit the Indemnifying Party to control the defense and settlement of the claim or action; provided that the Indemnifying Party may not settle the claim or action without the Indemnified Party's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned. Further, the Indemnified Party at its sole expense may participate in the defense and settlement of the claim or action with counsel of its own choosing.

12. LIMITATION OF LIABILITY

Save for any payment liabilities arising under this Agreement, the parties' liability under or in connection with this Agreement shall be limited to five thousand British pounds (£5000) in the aggregate. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty. Provided that this Clause 12 shall not exclude or limit either party's liability for:

- a. death or personal injury caused by either party's negligence; or
- b. fraud or fraudulent misrepresentation.

It is acknowledged by Kathleen Schutter, that notification of disclosure (per 13.5) has been received and the customer is exempt from the below Confidentiality Clause, in compliance with Act No. 340/2015 Coll.

13. CONFIDENTIALITY

13.1 In connection with the business relationship between Publisher and Customer, representatives of Publisher and Customer may disclose or reveal to the other, either orally, in writing or by inspection, confidential information as to their respective businesses ("**Confidential Information**"). Except as herein provided, each Party acknowledges and agrees that this Agreement, together with all of its terms, conditions and covenants (including, without limitation, terms concerning prices and discounts), shall be deemed Confidential Information. The Customer agrees that SAGE shall be able to identify the Customer as a SAGE Catalyst Customer or partner, and make use of the Customer's name and logo in marketing materials and promotional materials.

13.2 Each Party will keep the other Party's Confidential Information confidential. Specifically each Party receiving Confidential Information agrees not to disclose such Confidential Information except to those directors, officers, employees and agents of such Party (i) who reasonably need to know such information and (ii) who have been informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Each Party acknowledges that it has all requisite authority under applicable laws to provide the other Party with access to Confidential Information. Each Party receiving Confidential Information further agrees that it will not use such Confidential Information except for the purposes set forth in this Agreement. Each Party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such Party uses with respect to its own confidential and proprietary information, provided that in any case it shall not use less than the care a reasonable person would use under similar circumstances.

The parties shall comply with the General Data Protection Regulation ('GDPR') and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all relevant data protection and privacy legislation in other jurisdictions. If applicable, the parties agree to implement a GDPR compliant data processing agreement.

13.3 The receiving Party shall promptly notify the disclosing Party in the event the receiving Party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing Party may reasonably request, at the disclosing Party's expense, in any litigation against any third parties to protect the disclosing Party's rights with respect to the Confidential Information.

13.4 Except as otherwise provided by law, neither Party shall disclose the terms of the Agreement to any third party; provided, however, that either Party may disclose the terms of this Agreement to its professional advisers, or to any potential investor or acquirer of a substantial part of such Party's business (whether by merger, sale or assets, sale of stock or otherwise), provided that such third party is bound by a written agreement or legal duty on such terms at least as strict as those set out in this Section to keep such terms confidential.

13.5 Notwithstanding the foregoing, the preceding provisions of this Section 13 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is rightfully already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information to the limited extent necessary: (a) to comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party, provided that the Party making the disclosure pursuant to the order will first have given notice to the other Party as soon as commercially practicable and made a reasonable effort to obtain a protective order; (b) to comply with applicable law or regulation requiring such disclosure; or (c) to make such court filings as may be required to establish a Party's rights under this Agreement.

14. MISCELLANEOUS

14.1 Independent Entities. Nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the Parties or between Customer and Publisher's employees. Publisher and each of its employees shall not take any action or permit any action to be taken on its behalf, which purports to be done in the name of or on behalf of Customer. Neither Publisher nor any of its employees shall, in any sense, be considered employees or agents of Customer. Publisher or its employees shall not be eligible or entitled to any benefits, perquisites or privileges given or extended to Customer employees.

14.2 Force Majeure. Neither Party will be liable for delay or failure to perform its obligations hereunder for so long as that failure or delay is the result of an event beyond its reasonable control, including without limitation, any natural disaster, accident, civil disorder, government restriction, pandemic, war, or act of terrorism. Upon the occurrence of any such event, the Party affected thereby shall give the other Party prompt written notice thereof, setting forth the nature of the occurrence, its

expected duration and how such Party's performance is affected. The affected Party shall use commercially reasonable efforts to comply with the terms of this Agreement as soon as practicable under the circumstances.

14.3 Assignment. This Agreement shall be binding upon the Parties hereto and their successors and permitted assigns. Neither Party shall assign, transfer, delegate or subcontract its rights or obligations under this Agreement in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, Publisher shall be free, at its discretion, to hire freelancers and independent contractors to provide the necessary services set forth in this Agreement.

14.4 Waiver. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of such Party to enforce such provision and every other provision of the Agreement.

14.5 Notice. Any notices or consents pursuant to this Agreement shall be in writing and shall be sent to the Parties at the following address or at such other address as shall be specified in writing by the Parties or by like notice:

If to Publisher: SAGE Publications Ltd, 1 Oliver's Yard, 55 City Road, London EC1Y 1SP
Attn: [REDACTED]

If to Customer: Prague University of Economics and Business
nám. W. Churchilla 1938/4
130 67 Praha 3
Attn: [REDACTED]

Notices may be sent via email to a named contact at an institutional email address or via a secure online service like DocuSign.

Such notices, consents or other communications shall be deemed to have been duly given and received (i) on the day of sending if sent by personal or electronic delivery, (ii) on the next business day after the day of sending if sent by express delivery service, or (iii) when delivered, if sent by registered or certified mail (return receipt requested).

14.6 Proprietary Marks. Except to the extent permitted by applicable law in the absence of any express license or other grant of rights (as provided for in clause 13.1), neither Party will use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of the other Party in any manner (including without limitation, reference to the other Party as a client, customer or supplier in any press release, advertisement or other promotional material).

14.7 Consent for Commercial Electronic Messages. The Customer hereby provides their express consent for the Publisher, its affiliates and licensees, and their respective designees to contact the Customer in connection with any business communication or other correspondence. The parties agree that such consent may be withdrawn by the Customer at a later time by providing written notice

(including by email) to the Publisher. This clause shall survive expiration or earlier termination of this Agreement.

14.8 Governing Law. The Agreement and all transactions under it shall be governed by and interpreted in all respects in accordance with the law of England and Wales regardless of the laws that might otherwise govern under applicable conflicts or choice of law principles.

14.9 Survival. All payment obligations accrued prior to the date of termination and Sections 10 (Ownership of Materials), 11 (Representations, Warranties and Indemnities), 12 (Limitation of Liability), 13 (Confidentiality), and 14 (Miscellaneous) shall survive the expiration or earlier termination, for any reason, of this Agreement.

14.10 Entirety. This Agreement and the exhibits constitute the entire agreement Between the Parties with respect to the subject matter hereof and supersede all prior communications, written or oral, with respect thereto. This Agreement may only be amended or modified by a writing duly executed by both Parties that expressly references and amends this Agreement.

14.11 Severability. If any part of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement shall remain in full force and effect as to the remaining provisions.

14.12 Corporate Authority. Each individual executing this Agreement on behalf of a corporation represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said corporation and that this Agreement is binding upon said corporation in accordance with the terms of this Agreement.

14.13 Electronic Signature, Counterparts. This transaction may be conducted by electronic means and the parties authorise that their electronic signatures act as their legal signatures of this Agreement. This Agreement will be considered signed by a party when their electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. You are not required to conduct this transaction by electronic means or use an electronic signature, but if you do so, then you hereby give your authorisation pursuant to this paragraph. This Agreement may be executed in counterparts each of which shall be deemed the original, all of which together shall constitute one and the same Agreement. A faxed copy or other electronic copy shall be deemed as an original.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.



Title: Bursar

Title: _____ Institutional Sales Manager, E

08-Dec-2021 | 6:11:11 AM PST

Schedule A-1

to

SAGE CATALYST LICENSE AGREEMENT (the "Agreement")

by and between

Prague University of Economics and Business and SAGE PUBLICATIONS Ltd.**Product and Access Fees**

Collections: SAGE Catalyst Core, Business and Management Collection, Study Skills Add-on (title lists available at: <https://uk.sagepub.com/en-gb/eur/sage-catalyst-book-list>)

Business and Management Collection

SAGE Catalyst Core

SAGE Catalyst Core

Fee:

SAGE Catalyst Core	£20,000
Choose an item.	
Choose an item.	

Access Period: From 01/01/22 to 31/12/22

Number of Authorized Users: 15,000 students and staff

As part of the Agreement, made specifically for Prague University of Economics and Business, you are entitled to the following:

1. Institution-wide access to all etextbooks included in the collection for all Authorized Users
2. Use of Talis Elevate without the teaching & learning collaboration features as the institutional access reader for SAGE Catalyst content
3. Use of the Talis Elevate teaching & learning feature set with SAGE and additional types of content, with up to 14,200 social sciences students over the duration of the Academic Year; this will require acceptance of the Talis Elevate Additional Terms in Schedule A2
4. Basic onboarding for users, via user guides
5. User support via the integrated Talis Elevate support systems, and
6. Additional resources produced by Talis to assist with training, student guidance, and general use.

Although we are no longer in pilot phase, we are still viewing customers as 'development partners' and as part of this agreement, we will expect you to:

1. Allow SAGE and Talis to contact faculty teaching with SAGE Catalyst for surveys and focus groups to give product feedback and seek student feedback via their faculty or thru online survey tools on the platform

2. Be willing to be externally named as a Talis Elevate user, for themes where you collaborate with us; We will seek approval before publicly sharing specific comments.
3. Provide constructive and detailed feedback and contribution towards product development, review, and analysis
4. Act as a referenceable customer for the use of Talis Elevate and help us share awareness of its benefits and capabilities with other customers or prospects.

There may be additional costs associated with your usage if:

1. You require additional training for staff, following discussion with Talis employees;
2. Require on campus activity (i.e. consultancy days);
3. You increase usage of the Talis Elevate teaching and learning features, either through additional social sciences student numbers, (with a +/- 10% margin of flexibility), an increased amount of content storage or uploads, or both
4. You request any additional integration with additional institutional systems unless otherwise agreed with Talis.

For any additional costs SAGE will provide a quote in advance. Should the Customer accept the quote, an addendum to this agreement shall be made, and a separate invoice provided.

Schedule A-2

to

SAGE CATALYST LICENSE AGREEMENT (the "Agreement")

by and between

Prague University of Economics and Business and SAGE PUBLICATIONS Ltd.

This addendum applies in preference to any other terms of the Agreement in respect of the Services (the teaching and learning features) provided under these Talis Elevate Additional Terms. It does not modify the terms applicable to any other Services provided under the SAGE Catalyst Agreement. The Services provided under this annex are:

1. subject to the Talis Elevate Additional Terms set out below;
2. on a per annum basis as set out in the SAGE Catalyst License Agreement attached, which both parties agree to abide by in good faith, and
3. on the understanding that the arrangements, terms and commitments set out in this Annex and the Supported Pilot Commitment Statement:
 - a) are commercially sensitive and strictly confidential, and
 - b) only apply during the Initial Term and do not set a precedent or create any obligation on either party beyond the expiry of the Initial Term.

Talis Elevate Additional Terms

1. Where the Subscription Services includes reference to a number of students, the Services shall be provided for use by that number of students only.
2. Video content uploaded to Talis Elevate is subject to limits and/or additional charges as follows. Charges are exclusive of VAT. These restrictions do not apply to video content streamed from third party sites where the content is neither stored nor the format transcoded by Talis, e.g. YouTube.
3. Talis reserves the right, upon no less than 30 days notice, to amend the limits or over-allowance charges above or add additional limits or charges if at its reasonable discretion the usage or type of content stored and/or uploaded to Talis Elevate is or is expected to affect adversely the operation or cost of providing the service.
4. Talis Elevate usage and content shall be subject to the same requirements (acceptable use, copyright, data protection etc.) as set out in the Agreement in relation to Talis Aspire usage and content. The customer will be provided notification of excessive content usage and an opportunity to adjust or to request a quote for additional services before any fees are leveraged.

	Allowance Included	Over-allowance Charges
Transcoding	5 hours uploaded per annum	£2.50 per hour
Storage	Not limited	Not applicable

Playback	50 hours per annum	11.5p per hour
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Important notes about Talis Elevate:

1. Whilst you will have a direct involvement into informing and influencing product development as end users of Talis Elevate, this does not guarantee your desires or requirements will be built into Talis Elevate. What forms part of the product development and roadmap is at the discretion of Talis.
2. Talis Elevate is developed as a standalone product. Whilst we may develop features and capabilities to enable the SAGE Catalyst offering, Talis Elevate can also be subscribed to and used as a standalone product, independently of SAGE Catalyst.
3. All Intellectual Property is owned by Talis relating to any technical development within the product itself or any customisation of it. For the avoidance of doubt, this applies even to development or customisation carried out at your request or where you contribute directly or indirectly to the cost, except and strictly limited to the extent that your pre-existing intellectual property rights are incorporated into such development or customisation.