

ConfTool GmbH – Hochrad 58 – D-22605 Hamburg

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Hamburg, 2<sup>nd</sup> May 2022  
Offer No.: 07539a

## Software as a Service Contract Offer for ConfTool Pro

Dear Dr. Karásek,

As per our previous correspondence with [REDACTED], we have prepared an offer for you, for use of the software **ConfTool Pro** developed by [REDACTED].

The "**Faculty of Social Sciences**" of "**Charles University**" in Prague, CZ (hereinafter referred to as *Client*) is interested in using the ConfTool Pro software for a conference. Under this Agreement, ConfTool GmbH (hereinafter referred to as *Supplier*) will provide the Client with an installation of the latest version of ConfTool Pro for use as a Software as a Service product (software leasing).

### Clause 1 Object of the Contract, Scope of Services

#### Software Use and Character

(1.) For the duration of the contractual relationship, the Supplier shall provide the Client with the software ConfTool Pro in the equipment specifications and scope of functions of the variant chosen by the Client in its latest version for use as a Software as a Service product (software leasing).

The Client can access and use the software via the Internet using an up-to-date web browser.

ConfTool GmbH - CEO: Dr. Harald Weinreich – Hamburg Commercial Register: HRB 111956 – VAT ID No.: DE-815145320

(1.1) ConfTool Pro (hereinafter referred to as *Software*) is a web-based application to support and organize academic conferences, meetings, workshops and congresses. The Client would like to use the Software for the event “**Lessons & Legacies Prague 2023**” which takes place in November 2023 in Prague, Czech Republic. The organizers expect about 700 submissions and about 150 participants. The main functions of ConfTool Pro include:

- Submission and review of contributions, scheduling the program
- Participant registration and administration

(1.2) The particular services that the Client can use via the Software result from the technical functions as set out in the latest version of the Software and the Supplier’s published software descriptions (see <https://www.conftool.net/en/features.html>).

(1.3) By signing this Contract, the Client confirms that he has examined the Software extensively before concluding the Contract and that he has taken note of the available descriptions of the Software from the manufacturer and the Supplier.

(1.4) The Software is hosted and operated on a leased server dedicated to ConfTool Pro belonging to the third-party provider Hetzner Online GmbH (hereinafter referred to as *host provider*), which is contractually linked to the Supplier. The corresponding database is backed up at least eight times a day on two other servers belonging to the same third-party provider.

(1.5) Through the third-party provider the Supplier shall provide the Client with the computing capacity required for unrestricted use in accordance with the Contract as well as the required storage space for data generated by the Client and by the authorized users through use of the Software and/or the data required to use the Software. The Supplier does not have any storage or duty of care obligations with regard to this Client data. The Client is responsible for compliance with statutory retention periods under commercial and tax law.

### **Support, Software Maintenance, Other Services**

(1.6) The Supplier shall carry out the installation of ConfTool Pro with a graphic adaptation of the page header, provide the secure data transfer via HTTPS and a total of **1 hour of support** for questions about the configuration and use of the system, primarily via email (also by telephone in urgent cases).

(1.7) The Supplier shall provide the Client with user documentation. This is available online via the website <https://www.conftool.net/>.

(1.8) The Client can book a personal online introductory course. This is offered at an additional fee.

(1.9) The Client may use the ConfTool Pro serial email functions to send notifications about the event to registered users e.g. authors, reviewers and participants. The Client may also use the system to invite reviewers or members of the program committee. The number of invitations should not exceed the number of expected authors or participants. The Client undertakes to apply the applicable local and international legal regulations (including those of the GDPR) for sending emails.

### **Excluded services**

(1.10) The following services are not included in the Contract:

- The Client must not use ConfTool Pro to send unsolicited email messages, such as electronic mass advertisements aimed at sales promotion or event announcements for purely informational purposes (messages that are not necessary for carrying out the individual steps of the event that can be represented in ConfTool and therefore could be identified as "spam" by the recipient). In case of doubt, the Client must contact the Supplier beforehand to clarify the purpose of the intended mailing.
- The Client is aware that ConfTool Pro does not replace a website with important information about the event and that ConfTool GmbH does not offer the corresponding systems or services.
- The Client is also aware that ConfTool GmbH does not offer its own banking or payment services. The Client needs a bank account in order to receive payments; to receive credit card payments, he also needs a "dealer contract" with a bank or an acquirer/ financial service provider with an online payment system. There is usually an additional cost for this.

### **Clause 2 Start, Term and End of the Leasing Agreement**

(2.1) The leasing agreement begins on the day that access to the Software is set up for the Client and the login data is sent. The leasing agreement is concluded for a certain period of time and **ends on 31<sup>st</sup> March 2024**. The lease period of the Software may be extended, for example to give the Client the opportunity to back up data.

(2.2) The right to extraordinary termination for good cause, or any special termination rights existing pursuant to this Contract or the law, remain unaffected.

(2.3) The Client has the right to postpone the planned event for any hindrance. In case the scheduled event is postponed and this has an impact on the necessary useful life of the software, the leasing period of the software may be extended accordingly. The Supplier may charge a fee for the extension of the leasing period, which shall depend on the duration of the extension. It shall be appropriate in relation to the fees already agreed upon. If additional submission and/or review phases are required as a result of the postponement, the Supplier may charge a fee based on the scope of the additional use. Claims for damages are excluded in case the event is postponed.

(2.4) The Client shall have an extraordinary right of termination of the Contract if the event cannot take place and/or is cancelled due to events of force majeure or equally significant circumstances beyond the control of the Parties (e.g. in the case of terrorist threats, epidemics, pandemics, public recommendations/warnings from authorities, etc.) or because of house rule regulations or visitor protection regulations (e.g. access ban, event ban or security risks). In this case, the basic fee shall still be payable and shall not be refunded. Further fees that may be due for additional services provided, custom programming and/or modules ordered by the customer shall also be payable and shall not be refunded. The fee per participant is waived (if listed in the offer). Claims for damages are excluded in these cases.

(2.5) If the Client continues to use the Software after the lease period has expired, the lease is not automatically extended for an indefinite period. Clause 545 of the German Civil Code (BGB) does not apply.

(2.6) The Client has the option to withdraw within 14 days of the start of the leasing agreement; any fees already paid will be reimbursed.

(2.7) For the notice of termination to be effective, it must be made in text form.

(2.8) The Supplier shall give the Client the application data generated and stored by the Client immediately after the end of the leasing agreement. The Client can download it free of charge using the export functions provided in the Software.

After the end of the regular lease period, the Supplier shall offer the Client the release of the data using the export functions, at least twice, in text form. The Supplier may grant the Client an extended period of use of the Software for this purpose without additional fees. Failure to request the release of the data will be considered as consent to its deletion. The Supplier will point out the significance of its actions to the Client.

The Software with the application data must be deleted by the Supplier no later than 6 months after the end of the period of use. The automatic backups of the database created by the Supplier's systems on the backup servers will also be deleted no later than 12 months after the Software has been deleted.

### Clause 3 Remuneration

(3.1) The Client shall pay a basic fee of **€ 1,090.00** (**no German VAT applies** for this intra-community trade, the Client confirms that the "**reverse charge procedure**" applies) for the use of the Software in accordance with the services specified in Clause 1 of the Contract.

The event has no participation fees and is non-commercial; the Client therefore pays a reduced ConfTool fee.

(3.2) The conference is **likely** to have different subject areas (tracks, streams or workshops) the chairs of which should only have access to the contributions and reviews of their own area. For that purpose, the ConfTool Pro **Track Chair Module** is available **as an option** for assigning chairs and reviewers to individual tracks. For this, the Supplier charges an additional fee of **€ 150.00** (without German VAT), provided that the Client requests the module.

(3.3) The invoice for the above fees will be issued two months after the installation of the system. The invoice is payable within four weeks without deductions.

(3.4) **The basic fee covers up to 750 submissions.** Should this number be exceeded, a fee of **€ 0.80** (without German VAT) will be charged for **each additional submission**. Submissions for test purposes and contributions withdrawn by the authors prior to the assessment are not taken into account. It will be billed after the conference and is payable within four weeks without deductions.

(3.5) **The basic fee covers up to 250 participants.** Should this number be exceeded, a fee of **€ 0.80** (without German VAT) will be charged for **each additional participant**. This fee does not apply to *local organizers* and

*local volunteers* (such as student assistants) who do not pay a conference fee. It will be billed after the conference and is payable within 4 weeks without deductions.

(3.6) After the event, the Supplier will contact the Client and ask for the final number of participants to be confirmed. The Client shall confirm the final number of participants within 6 weeks. If the Client does not provide an answer within three months, the Supplier has the right to determine the amount for the fee per participant based on the estimated number of participants listed in the offer or based on the number of registrations in the system.

(3.7) Services that go beyond the above offer (e.g. individual adjustments of the source code or additional support) are calculated at € 89.00 (without German VAT) per hour. Any additional costs that may arise will be communicated to the Client in advance and will require confirmation.

(3.8) If the Client requests an extension to the lease period, the Supplier may charge an additional monthly fee. However, the Client will be notified in advance of any additional charges that may arise and this must be confirmed by him.

(3.9) According to Clause 286 (2) of the German Civil Code (BGB), the Client is in default of payment without the need for an additional reminder after 4 weeks of receipt of the invoice. The Supplier is entitled to withhold the contractual services by blocking access in the event of a late payment of 8 weeks or more until the invoice has been settled. The right to block access exists as a less restrictive measure even if the Supplier has the right to extraordinary termination. The regulation of Clause 320 (2) of the German Civil Code (BGB) and the assertion of further claims on the basis of delay remain unaffected.

(3.10) The Client is only allowed to offset against undisputed or legally established counterclaims. The preceding clause does not apply if a claim based on a defective service by the Supplier is offset against this claim for remuneration. The Client may only assert a right of retention if it is based on the same contractual relationship.

#### **Clause 4 Duties of the Supplier**

(4.1) The Supplier shall provide the Software to be supplied to the Client in its latest version. Updates shall only be imported if they correspond to the tried and tested state of the art.

(4.2) The transfer point for the Software and the application data is the transfer point to the Internet of the host provider's data center.

It is not possible for the Supplier to influence the data traffic beyond its own communication network or that of the host provider, and transmission of information is not owed.

The Supplier assumes no responsibility for the success of the respective access to the Software unless the network operated by the Supplier or the host provider, including the interfaces to third-party networks, is used exclusively.

The Supplier is not responsible for the quality of hardware and software required for use by the Client or for the telecommunications connection between the Client and the Supplier or host provider up to the transfer point.

(4.3) The Client is permitted to make the Software available to other users, however the Supplier does not grant these third parties their own claim to benefits.

(4.4) The servers and access to the Software are operable 24 hours a day, seven days a week with an availability of at least 99% on the basis of an annual average. Downtimes due to disruptions in the availability of the server via the Internet, based on technical or other problems beyond the control of the Supplier (force majeure, network overload, third party fault, etc.) must be deducted from this.

(4.5) The minimum availability specified in Clause 4.4 may change without the Supplier's ability to influence the host provider and this may fall below the minimum availability required according to the prevailing legal opinion. The Supplier is objectively and technically prevented from guaranteeing the Client a higher availability than the host provider. The Client acknowledges this fact and foregoes asserting claims and rights against the Supplier due to insufficient minimum availability, provided that this does not fall below the host provider's current minimum availability.

(4.6) The Supplier is entitled to interrupt the availability of the server for a total of up to 8 hours per year in order to carry out maintenance work and updates in accordance with Clause 4.1. If possible, this maintenance work shall be carried out on Sundays or German public holidays. If such interruptions of more than 2 hours at a time are foreseeable, the Supplier shall inform the Client about them.

(4.7) The application database is backed up at least 8 times a day. The data backups are stored for 7 days and then overwritten by the latest backups. Daily backups of the database are stored for a year and then permanently deleted.

The Client is responsible for compliance with commercial and tax retention requirements.

(4.8) The Client may make complete copies of the data generated by the Client using the Software or entered into the Software at any time during the term of the Contract by employing the ConfTool System export functions.

### **Clause 5 Client's Duties and Obligations**

(5.1) The Supplier shall enable the Client to access the Software using a suitable authentication method (username and password).

The temporary access data provided to the Client and the authorized users must be changed immediately to usernames and passwords known only to them, kept secret and protected from unauthorized access by third parties. If it is feared that unauthorized third parties have gained or will gain knowledge of the access data or have gained or will gain access to the Software or the Client's software data in another way, the Supplier must be informed immediately. The Client is liable for third-party use within the framework of the statutory provisions.

Insofar as the Client is given access data for contractually permitted use by third parties, the Client must inform relevant users with administrative rights of the above obligations and make reasonable efforts to ensure compliance with them.

(5.2) The Client is solely responsible for the content of the data entered into the Software by him and/or the other authorized users, or data generated by them. In this regard, the Supplier does not check this data.

The Client is responsible for ensuring that the Software is not used for purposes that are racist, discriminatory, pornographic, that endanger the protection of minors, that are politically extreme, that violate the rights of third parties or that are otherwise unlawful or violate official regulations or requirements, and that no corresponding data, in particular application data, is created and/or stored on the server(s).

(5.3) If the Client unlawfully violates Clause 5.2. the Supplier is entitled to delete the corresponding data or application data. In the event of an unlawful violation by other users, the Client must immediately provide the Supplier with information on how to assert claims against the user, in particular his name, address and email address.

(5.4) The Client shall not access or grant access without authorization to information or data, or intervene in programs operated by the Supplier or host provider, or intrude into data networks operated by the Supplier or host provider without authorization, or promote such intrusion.

(5.5) The Client shall indemnify the Supplier from claims by third parties that are based on illegal use by the latter of the Software within the meaning of Clauses 5.1-5.4 or that result from other disputes caused by the Client that are connected with the use of the Software. This also includes the exemption or reimbursement of the costs of a necessary legal defense for the Supplier against the claims of third parties.

(5.6) If the Client violates obligations in accordance with Clauses 5.1-5.4. and if he does not ensure that this violation ceases, the Supplier may block access to the Software or the application data if the violation can demonstrably be ceased as a result.

(5.7) The Client will notify the Supplier immediately of any defects in the Supplier's services due under this Contract.

If the Supplier was unable to remedy the situation as a result of the failure to notify or delay in notification, the Client is not entitled to reduce the fee in whole or in part, to demand compensation for the damage caused by the defect or to exercise extraordinary termination of the Contract due to the defect without observing a notice period.

The Client must demonstrate that he is not responsible for the failure to notify.

(5.8) The Client may save his data stored in the Software at any time using the export functions. The Client is required to do this regularly and above all before making significant changes to the data or the configuration. The Client is also responsible for exporting and backing up his data at the end of the contract period.

(5.9) The Client is responsible for the configuration of the system and will ensure the expected function of his installation with tests. Should any questions arise, he will contact ConfTool GmbH *before* live use. If the Client needs help or runs into problems, he is encouraged to contact the ConfTool GmbH support team.

(5.10) The right to extraordinary termination due to a breach of duty by the Client remains unaffected by the above.

### **Clause 6 Rights of Use for and Use of the Software, Application Data Permissions**

(6.1) The Client shall receive a simple right of use for the Software, determined in accordance with Clause 1 and limited to the term of this Contract, in accordance with the following regulations. There is no physical transfer of the Software.

(6.2) The Client may only use the Software within the scope of the application purpose arising from its functions.

The Client does not have any rights that are not expressly granted to the Client in this Contract. In particular, the Client is not entitled to use the Software beyond the agreed usage. Notably, the Client is not permitted to reproduce, sell or copy the Software.

(6.3) Within the scope of the use defined in Clause 1, the Client is entitled to make the Software available or accessible to third parties, to lease it for a limited period of time, to rent it out or to lend it, provided that the Supplier has agreed to this use in text form.

(6.4) For each case in which the Client uses the Software for a purpose other than that defined in Clause 1 (e.g. for another event) or allows it to be used by third parties without the Supplier's written consent for this use, the Client must pay a contractual penalty corresponding to the amount for unlicensed use, but at least 10% of the total agreed fee per commenced month. The right to claim damages is reserved; in this case the contractual penalty will be offset against the claim for damages.

The sending of unsolicited advertising e-mails is prohibited under clause 1.10. A violation will be penalized with a fee of 0.50 € per e-mail sent.

(6.5) The Client grants the Supplier the right to copy the data which will be saved for the Client for the purpose of data backups, insofar as this is necessary to provide the services due under this Contract. He is also entitled to store the data in an emergency data center.

(6.6) The Client grants the Supplier the rights of use required to fulfill the Contract for other content and media placed in the Software or connected to it, insofar as these are subject to statutory protective rights. In this respect, the Client affirms that he is authorized to grant usage rights based on his own rights. If claims are made against the Supplier for alleged infringements of property rights to this content, the Client shall indemnify him from these claims, including the necessary legal costs.

(6.7) If and to the extent that during the term of this Contract, in particular through the compilation of application data, the Client's activities on the Supplier's servers permitted under this Contract give rise to a database, databases, database work or database works, all rights thereto shall be due to the Client.

(6.8) The Client remains the owner of the data or database works even after the end of the Contract.

(6.9) The Client grants the Supplier the option of adopting system configuration parameters for subsequent Clients (e.g. for the following event), provided that no personal data is passed on. The Client may object to this in text form.

### **Clause 7 Liability for Defects and for the Client's Content**

(7.1) The Supplier must hand the Software over to the Client in a condition suitable for use in accordance with the Contract and maintain it in this condition throughout the lease period. Defects shall be remedied by the Supplier free of charge.

(7.2) The Client shall notify the Supplier of any defects immediately, see Clause 5.7. Claims for defects become statute-barred after one year.

(7.3) The Supplier's no-fault liability for defects that already exist at the time of the conclusion of the Contract according to Clause 536a (1) i of the German Civil Code (BGB) is excluded. This also applies to defects in subsequent patches, upgrades and updates to the Software, if these were already present at the time of installation.

(7.4) Termination by the Client in accordance with Section 543 (2) 1) i of the German Civil Code (BGB) for failure to use the goods in accordance with the Contract is only permitted if the Supplier has been given sufficient opportunity to remedy the defect and this has failed. It shall only be assumed that the remedy of defects has failed if the Supplier refuses or delays this in an unreasonable manner, if there are justified doubts about the prospects of success or if, for other reasons, it is unacceptable for the Client.

(7.5) The Supplier is not responsible for the content and data created in the Software by the Client or other authorized third parties. In particular, the Supplier is not obliged to check the content for possible legal violations without cause.

### **Clause 8 Limitations of Liability**

(8.1) According to the statutory provisions, the Supplier is fully liable for damage resulting from injury to life, limb or health based on an intentional or negligent breach of duty or an intentional or negligent breach of duty by its vicarious agents.

(8.2) In addition, in accordance with the statutory provisions the Supplier is fully liable for other damages if these are based on the breach of an essential contractual obligation. This is the case if the breach of duty relates to an obligation whose fulfillment enables the proper execution of the Contract in the first place, the breach of which jeopardizes the achievement of the purpose of the Contract and the compliance of which the Client could usually rely on. In the event of a breach of an essential contractual obligation, however, liability is limited to predictable damage that might typically occur.

(8.3) The Supplier has limited liability for the absence or loss of guaranteed property or for failure to honor a guarantee, and for claims under the German Product Liability Act (Produkthaftungsgesetz).

(8.4) The Supplier is only liable for all other breaches of duty in the event of willful intent and gross negligence. This applies without exception to all claims for damages, regardless of their legal nature, as well as to claims for reimbursement of expenses asserted instead of a damage compensation claim.

(8.5) Insofar as the Supplier's liability for damages is excluded or limited, this also applies with regard to the personal liability for damages of its employees, workforce, staff members, representatives and vicarious agents.

(8.6) The Supplier is not liable for the loss of data and/or programs insofar as the loss is due to the Client having failed to back up data.

### **Clause 9 Data Security, Data Protection, Order Processing, Confidentiality**

(9.1) The Parties shall observe the applicable data protection regulations, in particular those applicable in Germany, and oblige their employees employed in connection with the Contract and its implementation to maintain data secrecy, unless they are already generally obliged to do so.

(9.2) The Supplier shall collect, process and use personal data of third parties solely on behalf of the Client. As a customer, the Client is responsible for compliance with data protection regulations in accordance with Article 28 of the GDPR. If required by law, the Client shall issue the Supplier with a separate written agreement for commissioned data processing in accordance with the requirements of Article 28 (3) of the GDPR. In the event of discrepancies between this Contract and the Data Processing Agreement, the latter takes precedence over the Contract. The Supplier's Data Processing Agreement is enclosed with the offer. Significant changes to this agreement must be reconciled with the Supplier before the order is placed.

(9.3) The Client shall exempt the Supplier from claims by third parties if these are based on a violation of data protection provisions, for which the Client, as the customer, is responsible in the sense of the above regulation.

(9.4) Insofar as instructions, issued by the Client as part of the order processing, conflict with the main or secondary obligations of the Parties to this Contract and the Supplier is unable to provide his services or can only provide his services to a limited extent or this results in economic disadvantages, this shall be at the Client's expense.

(9.5) The contracting Parties will maintain confidential all information that they have come to know in the context of this contractual relationship that should be treated as confidential, or use it with third parties only with prior written consent from the other Party, regardless of the purpose. The information that should be treated as confidential includes information expressly designated as confidential, and information whose confidentiality results from the circumstances.

In particular, application data entered by the Client are considered confidential in this sense.

**Clause 10 Other Agreements**

(10.1) It is agreed that the law of the Federal Republic of Germany will apply to the exclusion of the UN Sales Convention.

(10.2) Place of performance and place of jurisdiction for merchants, legal entities under public law or special funds under public law shall be the Supplier's place of business in Hamburg.

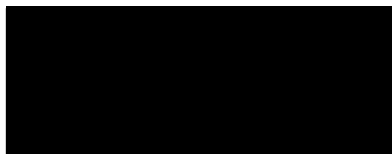
(10.3) There are no ancillary provisions outside of this Contract and its appendices.

Changes or addenda to this Contract, the assurance of property and guarantees must always be in text form if they are to be effective.

(10.4) Should any provision of this Contract be or become ineffective in whole or in part, or should the Contract contain a loophole, this shall not affect the legal ineffectiveness of the remaining contractual provisions.

We are happy to answer any questions or to provide you with further details. If the offer meets your expectations, we shall await your **order confirmation** and look forward to working with you.

Best regards,



*Harald Weinreich*

**I hereby accept and confirm the above offer and the specified conditions:**

17 -05- 2022

Date \_\_\_\_\_ Place \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

