

„Rozvoj forem a obsahu vzdělávání na Janáčkově akademii múzických umění, specifický cíl
A1: Digitalizace vzdělávací činnosti a studijních agend

Číslo smlouvy: ES917178

SMLOUVA

O ZAJIŠTĚNÍ SOFTWAREVÝCH LICENCÍ A POSKYTOVÁNÍ SOUVISEJÍCÍCH SLUŽEB

I. Smluvní strany

Janáčkova akademie múzických umění

Beethovenova 650/2, 662 15 Brno

Místo plnění: Knihovna, Novobranská 3, 662 15 Brno

IČO 62156462, DIČ CZ62156462

bankovní spojení: XXX, číslo účtu: XXX

(dále jen „Uživatel“)

zastoupená: Ing. Danou Horníčkovou, kvestorkou

a

Albertina icome Praha s.r.o

Štěpánská 16, 110 00 Praha 1

IČO 49612158, DIČ CZ49612158

podnikatel zapsaný v rejstříku vedeném u Městského soudu v Praze, oddíl C, vložka 20775

bankovní spojení: XXX, číslo účtu: XXX

zastoupen: Ing. Vladimírem Karenem, jednatelem

(společně dále jen „smluvní strany“)

níže uvedeného dne, měsíce a roku uzavřely dle ustanovení § 2079 a násl. a v souladu s § 2358 a násl. zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů (dále také „OZ“) Smlouvu o zajištění softwarových licencí a poskytování souvisejících služeb (dále jen „smlouva“).

II. Základní ustanovení

1. Účelem smlouvy je zajistit pro Uživatele v rámci digitálního vzdělávání nabídnout akademické obci online nástroj Writefull Suite na podporu pro korekturu, tvorbu a publikování odborných textů v angličtině. Výše přístup k online nástroji je pořízován za účelem zajištění umělecké výuky kupujícího jako veřejné vysoké školy umělecké v podmínkách, co nejvíce se reálné umělecké praxi blížících v rámci specifického cíle A1: Digitalizace vzdělávací činnosti a studijních agend, který je součástí projektu Národního plánu obnovy pro oblast vysokých škol pro roky 2022-2024 spolufinancovaného z prostředků EU v rámci NEXT GENERATION EU s názvem „Rozvoj forem a obsahu vzdělávání na Janáčkově akademii múzických umění“, číslo projektu: **NPO_JAMU_MSMT-16586/2022**.

2. Podkladem pro uzavření této smlouvy je nabídka ze dne 2. 3. 2023 k veřejné zakázce s názvem „**Online nástroj Writefull Suite na podporu pro tvorbu a publikování odborných textů v angličtině**“ (dále jen „Veřejná zakázka“), která nebyla zadávána zadávacím řízením v souladu s § 31 zákona č. 134/2016 Sb., o zadávání veřejných zakázek, ve znění pozdějších předpisů (dále jen „ZZVZ“).
3. Poskytovatel prohlašuje, že není v likvidaci, nebylo proti němu vydáno rozhodnutí o úpadku, nebyla vůči němu nařízena nucená správa, ani není v obdobné právní situaci podle právního předpisu země sídla Poskytovatele.
4. Poskytovatel prohlašuje, že je v České republice oprávněn zajistit poskytnutí SW produktů společnosti Thinqlab LTD, Unit 2 Pondtail Farm, Red Fish Accountancy, Coolham Road, West Grinstead, West Sussex, England, RH 13 8LN, United Kingdom (dále jen „Thinqlab LTD“), zajistit poskytnutí licence k jejich užívání, a to alespoň v rozsahu stanoveném touto smlouvou, a že jejich užíváním nebudou porušena osobnostní ani majetková autorská práva třetích osob resp. společnosti Thinqlab LTD. Licencí se rozumí licence programového produktu ve smyslu autorského zákona, tj. nevýhradní oprávnění k výkonu práva programový produkt užívat, a to všemi způsoby běžného užití v rozsahu, čase a podobě uvedené v čl. III. smlouvy (dále jen „Licence“).
5. Poskytovatel prohlašuje, že je ve smyslu ust. § 5 občanského zákoníku odbornou osobou v dané oblasti.

III. Předmět smlouvy

1. Předmětem plnění této smlouvy je závazek Poskytovatele zajistit Uživateli poskytnutí oprávnění k užití online přístupu k Licenci k níže uvedenému softwarovému produktu a umožnit jeho užívání v období od 3. 4. 2023 do 2. 4. 2024 tj. 12 měsíců, s možností jejího automatického prodloužení o další období 12 měsíců v souladu s licenčními podmínkami společnosti Thinqlab LTD.
2. Poskytovatel se zavazuje zajistit Uživateli poskytnutí výše uvedených Licencí a s ním související závazky a poskytnout Uživateli primární podporu s reakcí do 24 hodin prostřednictvím systému pro správu požadavků podporovaného personálem v pracovních dnech ve Velké Británii a v Nizozemsku poskytovaném na e-mailové adrese help@writefull.com. Dále se Poskytovatel zavazuje Uživateli poskytnout sekundární podporu během běžné pracovní doby ve Velké Británii. Obě výše uvedené formy podpory budou provedeny Poskytovatelem zdarma. Uživatel se za zajištění poskytnutí Licencí zavazuje zaplatit dohodnutou cenu uvedenou v čl. V. této smlouvy.
3. Poskytovatel prohlašuje, že na plnění z této smlouvy nevážnou žádné právní vady, ani jiné vady, které by překážely řádnému užívání softwaru Uživatelem.
4. Uživatel není povinen Licence využít.
5. Smluvní strany jsou si vědomy, že softwarové licence jsou dodávány k produktům společnosti Thinqlab LTD, přičemž tyto licence jsou nabyvateli poskytovány přímo společností Thinqlab LTD. Veškeré licenční, servisní, reklamační, záruční a jiné podmínky ve vztahu k licencím se řídí podmínkami společnosti Thinqlab LTD určenými pro danou licenci, které musí být Uživatelem podepsány a doručeny poskytovateli zároveň s podpisem této smlouvy, jinak poskytovatel není povinen zajistit online přístup podle čl. IV odst. 1. Nabyvatel se zavazuje užívat software, k němuž jsou mu dle této Smlouvy zajišťovány licence, v souladu s licenčními podmínkami (užívacími právy) Thinqlab LTD. vztahujícími se k danému softwaru viz. příloha č. 1 této smlouvy.

IV. Způsob a doba plnění

1. Poskytovatel se zavazuje zajistit online přístup k Licenci v rozsahu čl. III této smlouvy ke dni 3. 4. 2023.
2. Smlouva se uzavírá na dobu od 3. 4. 2023 do 2. 4. 2024 tj. 12 měsíců, s možností jejího automatického prodloužení o další období 12 měsíců v souladu s licenčními podmínkami společnosti Thinqlab LTD uvedenými v příloze č. 1 této smlouvy.

3. Místem plnění této smlouvy je Janáčkova akademie múzických umění, Knihovna, Novobranská 3, 662 15 Brno.
4. Plnění bude poskytnuto vzdáleným přístupem. Součástí plnění bude příslušná dokumentace a doklady (v českém nebo anglickém jazyce), pokud se k poskytovaným Licencím vztahují.

V. Cena

1. Smluvní strany se dohodly na této celkové ceně:

Sjednaná cena bez DPH	61 576,00 Kč
DPH ve výši 21 %	12 930,96 Kč
Cena včetně DPH	74 506,96 Kč

Slovy: sedmdesát čtyři tisíc pět set šest korun českých devadesát šest haléřů

2. Celková cena uvedená v odst. 1. tohoto článku je dohodnuta jako cena nejvýše přípustná a neměnná po celou dobu účinnosti této smlouvy s výjimkou případu, kdy dochází k úpravě výše zákonné sazby DPH. Účinností takové úpravy se cena včetně DPH upravuje dle příslušné sazby DPH. Ve sjednané ceně jsou zahrnuty veškeré náklady Poskytovatele spojené s plněním jeho závazků a povinností dle této smlouvy. Cena licencí je zahrnuta v ceně za zajištění poskytnutí licencí dle této smlouvy a Poskytovatel, ani třetí strana, nejsou oprávněni požadovat jakýkoliv další, ve smlouvě neuvedený poplatek za zajištění poskytnutí ani poskytnutí licencí.
3. Poskytovatel nese plnou odpovědnost za správnost výše sazby DPH uvedené v odst. 1. tohoto článku.
4. Cena za poskytnutí Writefull v dalších letech bude stanovena na základě ceny 2520 Eur plus meziroční nárůst ceny ve výši 4% (tj. obnova na rok 2024 bude za 2620,80 Eur). Cena v Kč bude stanovena přepočtem kurzem devizy-prodej UniCredit Bank Czech Republic and Slovakia, a.s. ke dni fakturace. K této ceně bude přičtena DPH ve výši platné ke dni fakturace.

VI. Fakturační a platební podmínky

1. Právo fakturovat vzniká Poskytovateli dnem splnění povinnosti v rozsahu dle odst. 1 čl. IV této smlouvy.
2. Poskytovatel je povinen po vzniku práva fakturovat vystavit a do 15 dnů doručit Uživateli originál daňového dokladu (dále jen „faktura“) za poskytnuté licence za dohodnutou smluvní cenu. Faktura bude mít náležitosti řádného účetního a daňového dokladu ve smyslu příslušných právních předpisů, zejména zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů (dále jen „ZDPH“).
3. Doba splatnosti faktury činí 30 (třicet) kalendářních dnů ode dne jejího doručení na adresu sídla Uživatele uvedenou v čl. I. této smlouvy. Stejná doba splatnosti platí i při placení jiných plateb (smluvních pokut, úroků z prodlení, náhrady újmy apod.), a to od doručení výzvy k zaplacení těchto jiných plateb druhé smluvní straně.
4. V případě, že faktura bude obsahovat nesprávné nebo neúplné údaje nebo k ní nebudou přiloženy požadované doklady, je Uživatel oprávněn vrátit ji do data její splatnosti Poskytovateli, aniž se tak dostane do prodlení se splatností. Poskytovatel vrácenou fakturu opraví, eventuálně vyhotoví novou, bezvadnou. V takovém případě běží Uživateli nová doba splatnosti dle odst. 3. tohoto článku ode dne doručení opravené nebo nové faktury.
5. Zaplacením kupní ceny se rozumí odepsání částky z účtu Uživatele a její směrování na účet Poskytovatele.
6. Uživatel neposkytuje zálohové platby. Platba bude probíhat výhradně v Kč. Celkovou cenu uhradí Uživatel formou bezhotovostního převodu na účet Poskytovatele uvedený v čl. I. této smlouvy.

VII. Sankční ujednání

1. V případě prodlení Poskytovatele s dodáním předmětu plnění, příp. i jen s jeho částí, podle čl. IV. smlouvy zaplatí Poskytovatel Uživateli smluvní pokutu ve výši 0,1 % z celkové ceny za každý i započatý den prodlení oproti dohodnutému termínu až do výše celkové ceny uvedené v odst. 1 čl. VI. této smlouvy bez DPH.
2. V případě prodlení Uživatele se zaplacením ceny v odst. 1 čl. VI. této smlouvy je Poskytovatel oprávněn účtovat Uživateli úrok z prodlení ve výši 0,1 % z dlužné částky za každý i započatý den prodlení oproti dohodnuté splatnosti.

VIII. Zánik závazků

1. Zánik závazků z této smlouvy se řídí příslušnými ustanoveními OZ a touto smlouvou.
2. Smluvní strany se dohodly, že podstatným porušením smlouvy ve smyslu § 2002 odst. 1 OZ se vedle případů specifikovaných v § 2002 OZ rozumí také:
 - a) prodlení Poskytovatele se zajištěním předmětu smlouvy v dohodnutém termínu dle čl. IV. odst. 1. této smlouvy delší než 30 kalendářních dnů;
 - b) prodlení Uživatele s uhrazením kupní ceny delší než 30 kalendářních dnů, přičemž Poskytovatel je povinen před odstoupením od smlouvy Uživatele písemně upozornit na neplnění jeho závazků a poskytnout mu přiměřenou lhůtu k nápravě.
3. Odstoupení od této smlouvy musí být písemné a nabývá účinnosti dnem doručení tohoto písemného oznámení druhé smluvní straně.
4. V případě odstoupení od této smlouvy jsou smluvní strany povinny vypořádat své vzájemné závazky a pohledávky stanovené v zákoně nebo v této smlouvě, a to do 30 dnů od právních účinků odstoupení nebo v dohodnuté lhůtě.
5. Ukončením účinnosti této smlouvy odstoupením od smlouvy nebo jiným způsobem nejsou dotčena práva na smluvní pokuty a náhradu újmy a další závazky, z jejichž povahy vyplývá, že mají trvat i po ukončení účinnosti této smlouvy.

IX. Závěrečná ujednání

1. V otázkách touto smlouvou výslovně neupravených se práva a povinnosti smluvních stran řídí příslušnými ustanoveními obecně závazných právních předpisů platných na území České republiky, zejména zák. č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů, ZZVZ a ostatními právními předpisy vztahujícími se k předmětu této smlouvy.
2. Veškeré spory, které se smluvním stranám nepodaří vyřešit smírnou cestou, budou řešeny věcně a místně příslušným soudem České republiky.
 - a) Tato smlouva bude uzavřena v elektronické podobě připojením zaručených elektronických podpisů obou smluvních stran.Toto ustanovení se použije obdobně i na případné dodatky smlouvy.
3. Tato smlouva může být měněna či doplňována pouze písemnými, oboustranně dohodnutými a podepsanými, vzestupně číslovanými dodatky, které se stávají její nedílnou součástí. Za písemnou formu není pro tento účel považována výměna e-mailových či jiných elektronických zpráv. Neplatnost dodatku z důvodu nedodržení formy lze namítnout kdykoliv, a to i když již bylo započato s plněním. Za změnu smlouvy se nepovažuje změna identifikačních či kontaktních údajů.
4. Pokud bude z jakéhokoliv důvodu některé ustanovení této smlouvy shledáno neplatným, nečiní tato skutečnost neplatnou celou smlouvu. V takovém případě jsou smluvní strany povinny bez zbytečného odkladu neplatné ustanovení nahradit novým platným, jež bude odpovídat smyslu a účelu této smlouvy.
5. Smluvní strany podpisem na této smlouvě potvrzují, že jsou si vědomy, že se na tuto smlouvu vztahuje povinnost jejího zveřejnění dle zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv),

- v platném znění. Uživatel zajistí její uveřejnění bez zbytečného odkladu, nejpozději do 30 dnů ode dne uzavření smlouvy. Poskytovatel se zveřejněním smlouvy v registru smluv souhlasí.
6. Poskytovatel se zavazuje spolupůsobit při výkonu finanční kontroly. Podle § 2 písm. e) zákona č. 320/2001 Sb., o finanční kontrole ve veřejné správě a o změně některých zákonů, v platném znění, je prodávající osobou povinnou spolupůsobit při výkonu finanční kontroly prováděné v souvislosti s úhradou zboží z veřejných výdajů nebo z veřejné finanční podpory. Poskytovatel se zavazuje stejným způsobem zavázat i svoje poddodavatele.
 7. Poskytovatel je povinen uchovávat všechny doklady a dokumenty po dobu a způsobem stanoveným platnými právními předpisy (zákon č. 563/1991 Sb., o účetnictví, v platném znění a zákon č. 499/2004 Sb., o archivnictví a spisové službě a o změně některých zákonů, v platném znění).
 8. Smluvní strany prohlašují, že skutečnosti uvedené v této smlouvě nepovažují za obchodní tajemství a udělují svolení k jejich užití a zveřejnění bez stanovení jakýchkoli dalších podmínek.
 9. Smluvní strany se zavazují zachovávat mlčenlivost o všech údajích finančního, obchodního a právního charakteru týkajících se druhé smluvní strany, se kterými byly seznámeny v rámci vzájemné spolupráce s druhou smluvní stranou, nebo které získaly či měl z titulu vzájemné spolupráce k dispozici.
 10. Poskytovatel se zavazuje, že neposkytne třetím osobám, ani sám nepoužije, informace o systémech Uživatele získané v rámci plnění této smlouvy k jiným než smlouvou stanoveným účelům bez písemného souhlasu Uživatele.
 11. Tato smlouva nabývá platnosti dnem jejího podpisu poslední smluvní stranou a účinnosti dnem jejího uveřejnění v registru smluv dle zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv), v platném znění. Smluvní strany se dohodly, že budou-li si plnit před účinností smlouvy, co má být podle smlouvy plněno, je takové plnění zálohou.
 12. Smluvní strany prohlašují, že si tuto smlouvu přečetly, a že byla ujednána po vzájemném projednání podle jejich svobodné vůle, určitě, vážně a srozumitelně, na důkaz čehož připojují oprávnění zástupci smluvních stran své vlastnoruční podpisy.
 13. Nedílnou součástí této smlouvy jsou následující přílohy.

Přílohy:

1. Licenční podmínky společnosti Thinklab LTD

V Praze 6. 3. 2023

V Brně 3. 3. 2023

Poskytovatel

Uživatel



WRITEFULL CUSTOMER FORM

General Terms	
Customer (full legal name)	Janáčkova akademie múzických umění (Janacek Academy of Music and Performing Arts)
Customer legal type	public university
Customer legal number (if applicable)	62156462
VAT/tax registration number (or if exempt, please state "exempt")	CZ62156462
Customer primary address (including country)	Beethovenova 650/2 662 15 Brno Czech Republic
Customer contact	Name [REDACTED] Position Library Director Tel. [REDACTED] E-mail [REDACTED]
Writefull sales representative	Name Albertina icome Praha s.r.o. / [REDACTED] Email [REDACTED]
Product/Service-specific	
Product(s)	<ul style="list-style-type: none">• Writefull for Word• Writefull for Overleaf• Writefull Revise• Writefull Cite
Product Add-ons	---
Start Date	April 3, 2023
Initial Term	1 year
End Users	<p>If you are an educational organisation, "End Users" shall be limited to your full-time and part-time students, faculty residents, fellows, researchers and employees, subject to any prescribed user number. Any rights granted to such End Users shall be limited to their personal, research purposes.</p> <p>Otherwise "End Users" shall be limited to your employees and named contractors who have authorised access to your systems (provided use by such contractors will be limited to the purposes of their contracted work for you using those systems), subject to any prescribed maximum user number. Any rights granted to such End Users shall be limited to your internal purposes.</p>
Fees (excl. taxes)	2 520,00 EUR
Special Terms	<ul style="list-style-type: none">• There shall be an overall limit of 1000 FTE academic staff and students for the duration of the agreement

The attached terms and conditions (the “**Contract Terms**”) govern the relationship between you and **ThingLab LTD** (company number 09759249), whose registered address is Unit 2 Pondtail Farm, Red Fish Accountancy, Coolham Road, West Grinstead, West Sussex RH13 8LN (DBA “**Writefull**”) in respect of the products/services Writefull has agreed to provide you.

Please ensure that you read the Contract Terms carefully and retain a copy for future reference. By signing below, you acknowledge your agreement to the Contract Terms, in consideration for the mutual promises and obligations contained therein and to the exclusion (to the maximum extent permitted by applicable law) of all other terms and/or conditions which you may purport to apply, including under any purchase order or similar document, even if they do not explicitly contradict.

Capitalised terms are defined at the end of the Contract Terms. Any reference in the Contract Terms to “we”, “our” or “us”, means Writefull; and any reference to “you” or “your” means the entity identified as the “Customer” above.

SIGNED for and on behalf of
ThingLab LTD

SIGNED for and on behalf of
Customer

.....

.....

Name:

Name:

Position: CEO

Position: Bursar

Date: 9. 3 .2023

Date: 3. 3. 2023

WRITEFULL CONTRACT TERMS

These Contract Terms are made up of two parts: (a) Section A - general terms and conditions; and (b) Section B - product/service-specific terms and conditions (the "Product Terms"). In the event of a conflict, the order of precedence shall be Section B, then Section A, save in respect of clause 5 (which will always prevail).

- SECTION A -

1. Responsibility for End Users

Where these Contract Terms envisage the use of the Products by Non-Staff Users, any obligation to procure such users' compliance with these Contract Terms shall be construed as an obligation to use all reasonable efforts to procure such compliance. The relationship between us and Non-Staff Users shall be exclusively governed by the End User Terms and we shall have no liability whatsoever for any Loss suffered or incurred by any Non-Staff User other than under the End User Terms.

For the avoidance of doubt, you shall be responsible for the use of the Products by Staff Users and references to "you" and similar in these Contract Terms shall include all such persons, as the context requires.

2. Acceptable Use

You shall only use and permit the use of the Products in the manner, to the extent, and for the period and purposes, expressly set out in this Agreement.

You shall not, and shall ensure that none of the End Users (if applicable) shall, do or assist, encourage or permit any person to do any of the following: (a) copy, modify, adapt or create derivative works of any part of the Products; (b) make available, distribute, sell, rent, lease, license, frame, commercialise or use for the benefit of any other person (including as part of a service bureau arrangement) any part of the Products, or use any part of the Products to develop, or otherwise in connection with, a product or service which competes with any of the products and/or services we offer; (c) attempt to bypass any measure we may use to prevent or restrict access to the Products, nor access or use the same in a way or using means not made available by us for that purpose; or (d) decipher, decompile, disassemble, reverse engineer or attempt to derive any source code or underlying ideas or algorithms of, any part of the Products save to the extent permitted by applicable law; (e) upload, store, share, author, modify and/or otherwise use any Prohibited Content via any Product; or (f) use any automated means, including robots, scripts, or spiders to access, monitor, crawl, scrape or mine any part of the Products except those expressly authorised by us in advance in writing.

If we have reason to believe you or any End User is

not complying with this clause or otherwise mis-using any Product, you shall give us access on reasonable notice to such systems, premises and information as we may reasonably request to assess such compliance, provided we take reasonable steps to minimise any interruption to you.

2. Our Intellectual Property Rights

Nothing in this Agreement shall operate to transfer ownership of any Intellectual Property Rights to you, including in the Products. We warrant to you that we own or are licensed to use the Products. We hereby grant to you the non-exclusive rights, as specified in the Product Terms, to use the Products.

If we grant you any rights to use our trade marks, you shall only use such trademarks in accordance with any directions or guidelines we may give you, including as to the form and manner of their application; and such use will be for our benefit and you hereby assign by way of present and future assignment any goodwill that may accrue therefrom. You shall not use our trade marks or confusingly similar trade marks save as expressly provided.

3. Fees, invoicing and payments

In consideration for the provision of the Products, you shall pay us or our Authorised Local Partner the fees specified in the Customer Form or SOW (the "Fees", "SOW" explained in part 12).

Save as expressly provided, the amount of the Fees set out in the Customer Form shall be fixed for the relevant Initial Term and increase by four (4) per cent for each Renewal Period. We may increase the Fees by more than four (4) per cent by giving you no less than ninety (90) days' written notice prior to the expiry of the relevant Initial Term or (subsequent Renewal Period), such increase to apply to the forthcoming Renewal Period. If you do not agree to any such Fee increase, you may choose not to renew this Agreement in accordance with clause 6.

Unless otherwise agreed, the Fees shall be payable (annually, in the case of subscriptions) in advance, by bank transfer to such account as we may nominate from time to time, within thirty (30) days of receipt of an invoice and in the currency set out in the Customer Form.

Interest shall be payable on overdue amounts at a daily rate of five (5) per cent. per annum above Bank of England's base rate from the due date for payment until receipt of the outstanding amount (including any accrued interest) whether before or after judgment. We may suspend any part of the Products during any period of non-payment.

4. Taxes

The amounts set out in any Customer Form are net amounts and are exclusive of any VAT or similar tax ("VAT") and shall be paid free and clear of all

deductions and withholdings, unless the deduction or withholding is required by applicable law. Any applicable VAT shall be paid by you in addition to the amounts set out in the Customer Form.

5. Limitation of liability

Nothing in this Agreement shall limit or exclude liability for: (a) a breach of clause 7; (b) the deliberate misuse of the Products or other wilful misconduct; (c) fraud or to the extent not otherwise permitted by applicable law; or (d) any Fees that have become due (and the other provisions of this clause 5 shall be construed accordingly).

Our total aggregate liability, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, arising under or in connection with this Agreement shall be limited to 200% of the amount of Fees paid or payable under this Agreement in the twelve (12) month period preceding the first event giving rise to liability claimed for.

Save under an indemnity, neither party shall have any liability whatsoever, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, under or in connection with this Agreement for: any loss of profits, revenue, business or savings, depletion of goodwill and/or similar losses, or loss or corruption of data; nor for any special, punitive, indirect or consequential loss. No claim may be brought by you more than twelve (12) months after it has arisen.

6. Term and Termination

This Agreement shall commence on the Start Date and continue for the Initial Term, subject to earlier termination in accordance with its terms, and unless otherwise specified in the Customer Form shall automatically renew for successive twelve (12) month periods (each a "**Renewal Period**"), unless either party gives written notice to cancel this Agreement no less than sixty (60) days prior to the expiry of the relevant Initial Term or Renewal Period (as applicable).

A party may terminate this Agreement with immediate effect by written notice to the other party if the other party: (a) commits a material breach and, if such breach is remediable, fails to remedy that breach within thirty (30) days of being notified in writing to do so; (b) becomes unable to pay its debts when they fall due; or (c) where you are the other party, on six (6) months' notice in relation to a Product that is being discontinued.

Termination of this Agreement will be without prejudice to any rights of either party which may have accrued up to the date of termination. All provisions of this Agreement which are expressly or by their nature intended to survive termination of this Agreement shall so survive, including this clause and clauses 2, 5, 7, 8 and 18.

Unless otherwise expressly provided, you shall

immediately cease using (and undertake not to use or permit the use of) the Product from termination of this Agreement.

7. Customer Materials

Nothing in this Agreement shall operate to transfer ownership of any Intellectual Property Rights in the Customer Materials to us. You hereby grant to us (or shall procure the grant to us of) a non-exclusive license to use Customer Materials to the extent reasonably necessary to enable us to perform our obligations and exercise our rights under this Agreement.

You warrant that the access, provision, processing, distribution or other use of the Customer Materials as contemplated by this Agreement will not infringe or otherwise violate the Intellectual Property Rights or other rights of any person. You shall indemnify us (and respective employees, officers and agents) against any Loss suffered or incurred in connection with an actual or alleged breach of the foregoing, including arising from any third party claim of infringement or unauthorised use of the Customer Materials, provided this indemnity shall not apply to any Loss resulting from our breach of this Agreement.

We shall have no obligation to review or monitor any content, data, information and/or materials ("Content") which Ends Users upload, store, share, author, modify and/or otherwise use via any Product.

8. Confidentiality

Each party: shall not at any time disclose or make available the Confidential Information of the other party to any person or use it for any purpose other than to the extent reasonably required to perform its obligations under this Agreement; and shall ensure that any person to whom it discloses the other's Confidential Information complies with the obligations set out in this clause 8.

Each party shall hold the Confidential Information of the other in confidence and shall use commercially reasonable efforts to protect and maintain the security and confidentiality of the same, taking such precautions as are at least as great as those it takes to protect its own confidential information.

Nothing in this clause shall: prevent a party from disclosing any Confidential Information to the extent required by applicable law, or a court or regulatory body of competent jurisdiction, provided it uses reasonable efforts (if permitted by law) to notify the disclosing party and gives the disclosing party a reasonable opportunity to challenge the disclosure.

9. Your general obligations

You shall: (a) provide us with reasonable co-operation, access and information as we may require, in order for us to perform our obligations under this Agreement, and carry out such acts or things on which that

performance is dependent as we may reasonably request; (b) in using the Products and otherwise, comply at all times with all applicable laws, including those relating to anti-bribery, anti-corruption and export controls, and all applicable user manuals/guidelines; (c) ensure that the End Users (as applicable) fully comply with the terms and conditions of this Agreement; (d) retain a local copy of any Customer Materials you provide us with; (e) not remove, suppress or modify in any way the proprietary markings, including any trademark or copyright notice, used in relation to any of the Products; and (f) report to us any suspected material breach of this Agreement as soon as reasonably practicable so we may take steps to remedy or mitigate the same.

10. Security

You shall use all commercially reasonable efforts to prevent unauthorised access to or use of the Products, via your networks, devices or systems.

You shall not knowingly distribute or otherwise transmit, and shall use all commercially reasonable efforts to prevent the transmission, of any viruses, malware or other harmful code to or via the Products.

If you become aware of any unauthorised use or other security breach relating to any part of the Products, you shall immediately notify us in writing and shall provide such assistance as we may reasonably request to investigate and stop such unauthorised use or breach, and to prevent its recurrence.

You shall ensure that any Access Details are kept secret and not used by more than one person, unless expressly permitted by us, and where Access Details are assigned to a particular individual, they are only used by that individual. You shall immediately notify us if you become aware of any unauthorised disclosure of the Access Details or use of the Products, which we may suspend or de-activate if we consider it is reasonable to do so.

11. Support and Uptime

We shall provide: (a) first-line support to End Users, responding within 24 hours using a ticket-management system supported by staff in the UK and the Netherlands; and (b) second line support during normal UK business hours. End User feedback will be requested when support is provided, to confirm that the issue has been resolved and/or the query has been answered.

We shall use commercially reasonable endeavours to make any hosted part of the Products to which the End Users are granted access under this Agreement available 24 hours a day, seven days a week, except for: planned maintenance carried out during the maintenance window of 05:00am to 09:00am UK time; and unscheduled maintenance and interruptions not resulting from our breach of this Agreement, which in any case we will use reasonable endeavours to give

you notice of. If any unscheduled maintenance or other interruption occurs as a result of our breach of this Agreement we will, at our own expense, use commercially reasonable endeavours to make the affected part of the Products available promptly, or provide you with an alternative means of receiving their benefit. Such correction or substitution constitutes your sole and exclusive remedy for any breach of this clause.

12. Additional Services

From time to time, we may agree to provide integration, configuration, consultancy or other additional services ("**Additional Services**") by signing a statement of work that specifically references the Contract Terms ("**SOW**"). Each such SOW shall: (a) describe the Additional Services, any deliverables and related acceptance criteria; (b) set out the Fees for the Additional Services; (c) form a separate contract incorporating this part A of the Contract Terms (to the extent applicable); and (d) only become effective when duly signed on behalf of both parties and provided that, at the time of signature, this Agreement has not expired or terminated.

13. Force majeure

Neither party shall be liable for any delay in performing, or failure to perform, its obligations under this Agreement if such delay or failure arises from a Force Majeure Event. If a delay is caused, the affected party shall be entitled to a reasonable extension of time for performing its obligations. If the period of delay or non-performance continues for sixty (60) days, either party may terminate this Agreement by giving thirty (30) days' written notice to other party which shall take effect only if the circumstances delaying or preventing performance exist at the expiry of that notice period.

14. Miscellaneous

Unless requested in writing otherwise, we may publicly refer to you as a customer, including on our website(s) and presentational material.

We shall ensure that any person to whom we subcontract our obligations under this Agreement (to whom we may sublicense our rights for that purpose) shall fully comply with the terms and conditions of this Agreement and we shall be liable for their acts and omissions as if they were our own.

Where our Products allow End Users to make suggestions or other contributions to us, you shall ensure we are free and authorised to use the same.

Where our Products include links to third party websites, content and other resources, these are provided for convenience only and any access to, use of and/or reliance upon such resources is done entirely at your own risk and we disclaim all liability arising therefrom.

We shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in the performance of our obligations under this Agreement if such failure or delay arises from any act or omission of you (including your staff, agents or sub-contractors) or any End User, including any incompleteness or other deficiency in any information you provide but which you did not specifically bring to our attention in writing prior to the Start Date. Any timescales for the performance of our obligations shall be extended to take account, and we may charge you for additional time, effort and costs we reasonably incur as a result, of such act or omission.

15. Notices

Any notice required to be given under this Agreement shall be in writing and may be delivered by hand or sent by registered mail or e-mail to the other party at the address set out above, or such other address as may have been notified in writing by that party for such purpose, (provided in the case of any notice sent by e-mail in respect of any legal proceedings, a copy must also be sent by hand or registered mail and marked for the attention of the Legal Department) and shall be deemed to have been duly given or made, if delivered by hand, upon delivery, if sent by registered mail, on the recorded date of receipt, or if sent by e-mail when actually received by the intended recipient in readable form. We may give notice of information that is not specific to you or this Agreement by posting on a support, status or other webpage related to that Product, Data or Service.

16. Dispute resolution

The parties shall seek to resolve any dispute in relation to this Agreement by good faith discussions between: (a) the representative of each party named on the Customer Form to which the dispute relates, and if they cannot resolve the dispute within twenty (20) Working Days of the dispute being referred to them in writing; then (b) a representative of the executive management of each party, who shall meet to resolve the dispute and if they cannot resolve the dispute within a further ten (10) Working Days, this process shall be deemed exhausted and either party may refer the matter to the courts.

17. General

Neither party may assign, encumber, sub-license (save as expressly provided) or otherwise transfer or deal with in any way any of its rights and/or obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), save that we shall be free to assign our rights and transfer our obligations to an Affiliate or purchaser of the part of the business to which this Agreement relates.

Nothing in this Agreement and no action taken by the parties pursuant to this Agreement is intended to or shall operate to create a partnership association, joint

venture or other cooperative entity or relationship of employer and employee between the parties, nor authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

A person who is not a party to this Agreement has no right to enforce any part of this Agreement. Any rights granted to you under this Agreement are personal to you, and shall not be considered granted or sub-licenseable to any other person, including any affiliate.

Save as expressly provided, this Agreement may be varied only by a document signed by both parties. This Agreement may be executed in any number of counterparts which together shall constitute one agreement. A waiver in respect of this Agreement shall only be effective if in writing and shall only apply to the specific circumstances for which it is given. No failure or delay by a party to exercise any of its rights under this Agreement shall operate as a waiver thereof. If any provision of this Agreement is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be divisible from this Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

Save in the case of fraud, each party acknowledges that: this Agreement together with any other documents referred to in it (together the "Contract") constitutes the entire and only agreement between the parties relating to the subject matter of the Contract; and it has not been induced to enter into the Contract in reliance on any representation or other statement of any nature whatsoever other than those set out in the Contract. Without limiting the foregoing, save to the extent expressly set out in this Agreement, the Products are provided "as is" without any representation, condition or warranty of any kind to the maximum extent permitted by applicable law and we make no warranty that (without limitation) the use of the Products shall be uninterrupted or that they will be accurate, complete, error free, non-infringing or fit for a particular purpose.

The parties agree and acknowledge that damages alone may not be an adequate remedy for your breach of this Agreement and that we may (if permitted by the courts) be entitled, without proof of actual damages, posting bond or giving any undertaking, to the remedies of injunction or other equitable remedy for any threatened or actual breach of this Agreement in any court of competent jurisdiction.

18. Governing law and jurisdiction

All disputes arising out of or in connection with the Agreement, including any question regarding its existence, validity, formation or termination, shall be governed by English law and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be

Munich, Germany and language to be used in the arbitral proceedings shall be English..

Definitions and interpretation

In this Agreement, the following terms shall, unless the context otherwise requires, have the meanings below. Where the same term is defined in the Product Terms, the meaning given therein shall apply in respect of the relevant Product only.

Agreement: the Contract Terms and the Customer Form.

Access Details: the unique user name(s) and password(s), key(s), pin(s) or similar provided by us to you and/or an End User for the purpose of providing access to the relevant part of the Products.

Affiliate: any: (a) person which, directly or indirectly, controls, is controlled by or is under common control with us or, respectively, you; and in relation to us (b) any person in which a person referred to in (a) has a direct or indirect ownership interest.

Confidential Information: information which is identified as confidential or otherwise of a confidential nature (including all trade secrets and information of commercial value) but shall not include any information which: is or becomes publicly known other than through any act or omission of the receiving party; was in the receiving party's lawful possession before the disclosure without restriction on disclosure; is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or is independently developed by the receiving party, which independent development can be shown by written evidence.

Customer Form: the "Writefull On-boarding Form" signed by both parties.

Customer Materials: Content that Staff Users upload, store, share, author, modify and/or otherwise use via any Product or which you purport to own, and any other Content, systems, software, hardware or interfaces you provide us with access to or use of.

End User: an individual who has been authorised by you to access and use the Products or who accesses and uses the Products using your systems or via an IP address that is registered or controlled by you, subject to such limits as are set out in the Customer Form.

End User Terms: the end user licensing terms that an End User is required to accept prior to registering and / or using any Product.

Force Majeure Event: any circumstance beyond a party's reasonable control and including any act of God, industrial action, failure with the internet or telecommunications networks or other infrastructure, act of government, change in law, war, terrorism or embargo.

Intellectual Property Rights: patents, trademarks, designs rights, trade and business names, rights in trade dress, domain names, copyrights, goodwill, the right to use and protect confidential information and know-how, database rights, and other intellectual

property rights in each case whether registered or unregistered (including all rights to apply for and be granted renewals, extensions and rights to claim priority from, such rights and any similar forms of protection) which subsist, or will subsist, now or in the future in any part of the world.

Loss: any and all liabilities, losses and damages, claims, actions, costs (including reasonable legal fees), charges and expenses of any nature whatsoever.

Non-Staff User: if you are an educational organisation, any End User that is a student, faculty resident, fellow or researcher that is subject to End User Terms, but excluding anyone who is an employee, contractor, agent or under your control or to whom you have given privileged user rights.

Prohibited Content: any Content that: (a) infringes or makes unauthorised use of the Intellectual Property Rights or any other right of any person; (b) is defamatory, derogatory, discriminatory or violates any rights of privacy; (c) comprises educational records or sensitive personal information; (d) causes us to breach, any applicable law or regulation or terms of any third party hosting provider we notify you of; (e) contains a virus, malware or other potentially harmful component, information or instructions; (f) is indecent, obscene, offensive or pornographic; or (g) could result in any claim or action against us or damage our goodwill or reputation in any way.

Products: the platforms, applications, templates and other products and services (including provided as a software-as-a-service) we agree to make available to you as set out in a Customer Form, as such products and services are further described in the relevant Product Terms, and any configurations, customisations, interfaces, modifications, adaptations or derivatives that we may develop for and/or make available to you in respect thereof.

Start Date: as defined in the Customer Form.

Staff Users: any End User that is not a Non-Staff User.

Working Days: Monday to Friday excluding public holidays or, in respect of maintenance and support, public holidays in the jurisdiction from which that maintenance and support is provided.

In this Agreement, unless otherwise specified, reference to: (a) a party means a party to this Agreement and includes its permitted assignees and/or the successors in title to that part of its undertaking which includes this Agreement; (b) a person or entity shall include references to individuals, bodies corporate, unincorporated associations, partnerships, charities and any other entity having legal capacity; and (c) "includes" and "including" shall mean including without limitation and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

- SECTION B -

Writefull Revise

<p>Product description</p>	<p>Writefull will deliver a platform for authors to upload .docx and .doc files to have the language of their manuscript checked. The platform provides authors with a way to interactively accept / reject language suggestions and, in the case of using a .docx file, then download an updated file.</p> <p>The platform consists of:</p> <ul style="list-style-type: none"> - a link or other such mechanism inviting authors to have the language of their manuscript checked by Writefull. Customer will arrange the functionality and positioning within their system. - a browser environment for the author to upload their manuscript in Word's .docx or .doc format. - a browser environment showing the plain text version of the uploaded file with Writefull's suggestions, allowing the author to improve the language. <ul style="list-style-type: none"> - The five language features that Writefull will provide feedback on are: <ul style="list-style-type: none"> - grammar - spelling - vocabulary - punctuation - style - The top of the report shows the number of suggestions given by Writefull across these five categories. - Writefull shows the language suggestions in-line. - The author can accept or reject the 	<p>suggestions by clicking them - with the exception of non-interactive suggestions, which the author will have to manually change in the Word.docx (e.g. when a sentence is too long).</p> <ul style="list-style-type: none"> - For any corrections not embeddable back into the docx file at download, Writefull will present a separate browser page displaying those changes that could not be embedded. The author can then manually update the .docx file as necessary. - the option to download a new Word.docx file that includes all embeddable suggestions accepted by the author. Formatting will be kept reasonably similar to the original file, except for those cases where Writefull's suggestion covers more than one style (for example, italics and bold); in these cases, the new formatting will cover one of these styles only. The author will be notified of this change. - a breadcrumb trail at the top of the screen that shows the author where s/he is in the Writefull process <p>Tracking and coverage</p> <p>Writefull will track the following:</p> <ul style="list-style-type: none"> - the no./ratio of accepted suggestions, and the types of suggestions
-----------------------------------	---	--

	<ul style="list-style-type: none"> - the no./ratio of not accepted suggestions, and the types of suggestions <p>Customer will track the following:</p> <ul style="list-style-type: none"> - the number of authors who choose to get their manuscript checked;
Product Add-ons	
Format	The Product(s) described above are accessed via a customised site hosted by Writefull.
Estimated set up time	Set up will usually be completed within 2-3 weeks of contract signing. Expedited set up may be possible on request.

access to the services will be deactivated at our discretion.

1. Grant of Rights

In consideration for the Fees, we hereby grant to you, a non-exclusive, non-transferable, personal right and license to use our proprietary technology (“Writefull Revise” and “Writefull Cite”) to enable the on-line submission of manuscripts authored on or uploaded to the Writefull Platform and linked by URL directly to your manuscript management platform (if available and specified on the Customer Form) (“Your System”).

2. General Obligations

You will follow our on-boarding process. The on-boarding process will ask for additional information about how you want the service set up. Following this, we will customize a landing-page with a custom URL and branded with your name / logo (“Custom Portal”), by which End Users will be able to access Writefull Revise. We shall consult with you in respect of the design of the Custom Portal, but will have discretion over any final decision.

We will provide the End Users with access to and use of our on-line support portal, currently available at <https://www.writefull.com/support>. Support requests made by your End Users through the portal will be automatically identified as being part of this Writefull Revise subscription by our support software to be prioritised accordingly. See Section A for additional details regarding support channels and escalation routes.

3. Effects of Termination

Upon termination or expiry of this Agreement,