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BIC KNABNL2H  
VAT NL851503536B01  
KVK 54947391

nodegoat Service Level Agreement (SLA)

Effective Date: 01-01-2024

## 1. Stakeholders

Service Provider:

**LAB1100**  
**Binckhorstlaan 36 M115**  
**NL-2516BE Den Haag**

Hereinafter referred to as the 'Provider'

Client:

**Historický ústav AV ČR, v. v. i.**  
**Prosecká 809/76**  
**190 00 Praha 9**  
**IČ: 67985963**  
**DIČ: CZ67985963**  
**Represented by: Prof. PhDr. Martin Holý, PhD., Director**

Hereinafter referred to as the 'Client'

## 2. Agreement Overview

This Agreement represents a Service Level Agreement ('Agreement') between Provider and Client for the provisioning of services required to support and sustain the software package nodegoat ('nodegoat').

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

## 3. Goals and Scope

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Client by the Provider.

## 4. Service Agreement

The following Services are covered by this Agreement:

- Monitored email support.
  - Issues related to application performance: one business day response time.
  - Issues related to application functionalities: one to three business days response time.
- Server maintenance.

- Release upgrades. Development of nodegoat is ongoing, ensuring compatibility and continuity between new features and active projects.

**5. Duration and Termination**

This Agreement is valid from the Effective Date outlined herein and is valid for a period of at least two years. After this period the Agreement is tacitly renewed annually. Notice of termination is to be submitted three months before the agreement is to be renewed.

**Client**  
Name:

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**Service Provider**  
Name:

Pim van Bree

\_\_\_\_\_

**Service Provider**  
Name:

Geert Kessels

\_\_\_\_\_

Signature:

\_\_\_\_\_

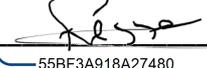
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## nodegoat Go Installation Agreement (IA)

Effective Date: 01-01-2024

### 1. Stakeholders

Service Provider:

**LAB1100**  
**Binckhorstlaan 36 M115**  
**NL-2516BE Den Haag**

Hereinafter referred to as the 'Provider'

Client:

**Historický ústav AV ČR, v. v. i.**  
**Prosecká 809/76**  
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**IČ: 67985963**  
**DIČ: CZ67985963**  
**Represented by: Prof. PhDr. Martin Holý, PhD., Director**

Hereinafter referred to as the 'Client'

### 2. General

This Installation Agreement ('Agreement') is made and entered into effective as of Effective Date, by and between Provider and Client on the installation of the software package 'nodegoat' ('nodegoat').

### 3. Installation process

Should the set up of Client's web server and the configuration of nodegoat take longer than one working day (8 hours) due to technical limitations or issues on Client's machine or Client's virtual machine, the standard hourly tariff of Provider will be charged per additional hour needed to complete the installation.

### 4. Grant of Rights

The installation of nodegoat under this Agreement authorises Client on a non-exclusive basis to use nodegoat. The installation is personal to Client and may not be exploited or assigned commercially or non-commercially by Client to any third party.

An installation of nodegoat is configured by Provider to host nodegoat research environments. In nodegoat a research environment is referred to as a domain ('Domain'). Client is able to create and configure Domains. Client is responsible for the hardware on which the nodegoat installations runs and must keep this hardware updated in order to allow for an optimal functioning of the Domains. There is no restriction in place in terms of the amount of Domains that can be created, as long as the following conditions are met:

- a) Domains are created manually by Client.
- b) The amount of Domains and data hosted by the Domains do not negatively affect the performance of the server, hampering maintenance and support.

Users that make use of a Domain ('Users') can be created by the Client. There is no restriction in place in terms of the amount of Users that can be created, as long as the following conditions are met:

- c) In a Domain used in an intra-institutional setting:
  - I. the Client will ensure that the majority of active Users is an employee or student of an institute of the Akademie věd České republiky.
- d) In a Domain used in an inter-institutional setting:
  - I. An institute of the Akademie věd České republiky has to be one of the institutions;
  - II. the Client will ensure that the amount of active Users that are an employee or student of an institute of the Akademie věd České republiky is of at least equal proportion to the Users administered by the respective partner institutions.
- e) Users active in a Domain in a personal capacity (e.g. 'Crowd-Source' Users) will not count towards the User ratio described in 4.a.i & 4.b.ii.

#### 5. No unauthorized duplication; No unauthorized modification; No unauthorized derivative works

Client agrees not to duplicate, copy, modify, adapt or expand nodegoat, or any portion thereof, without any prior written agreement between Client and Provider. Client may not create unauthorised derivative works based on nodegoat or any part thereof. This clause does not apply to the officially released portions of nodegoat (<http://nodegoat.net/release>) that are published on <http://github.com/nodegoat>.

#### 6. Intellectual property rights

All intellectual property rights on the data entered into nodegoat will remain with the Client. All intellectual property rights implemented or developed by Provider, including software, design, consulting, documentation and processes, are held solely by Provider (or its licensors). Client is only granted right of usage.

**Client**  
Name:

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**Service Provider**  
Name:

Pim van Bree

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**Service Provider**  
Name:

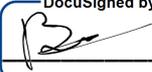
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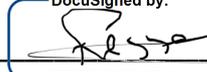
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