



OSTRAVSKÁ
UNIVERZITA

Licenční smlouva

Smluvní strany:

Ostravská univerzita

se sídlem: Dvořákova 7, 701 03 Ostrava

fakulta: Fakulta sociálních studií

IČ: 619 88 987

DIČ: CZ61988987

zřízena zákonem č. 314/1991 Sb., nezapisuje se do obchodního rejstříku

Zastoupená: doc. PhDr. Alicí Gojovou, Ph.D., děkankou

bankovní spojení: ČNB, pobočka Ostrava

číslo účtu: 931761/0710

kontaktní osoba: Ing. Marcela Larišová, e-mail: marcela.larisoval@osu.cz

(dále jen „uživatel“)

na straně jedné

a

DATA ELPOCOM s.r.o.

se sídlem: Přívozká 10, 702 00 Ostrava

IČ: 64618404

DIČ: CZ64661804

zapsaná v obchodním rejstříku Krajského soudu v Ostravě

oddíl C, vložka 14199

zastoupená: Mgr. Nikosem Kiculisem, jednatelem

bankovní spojení: KB, pobočka Ostrava

číslo účtu: 19-6370540247/0100

kontaktní osoba: Mgr. Nikos Kiculis, e-mail: kiculis@elpocom.cz

(dále jen: „poskytovatel“)

na straně druhé

uzavřely níže uvedeného dne, měsíce a roku v souladu s ustanovením § 2358 a násl. zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů, tuto kupní smlouvu (dále jen „smlouva“):



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Článek I. Úvodní ujednání

1. Předmětem této smlouvy je poskytnutí licence k software poskytovatelem uživateli a závazek uživatele za licenci poskytovateli zaplatit, vše za podmínek níže uvedených.

Článek II. Předmět licence

1. Předmětem licence je software **Atlas.ti 23 Educational Multi User Licence pro 20 uživatelů Win/Mac, síťová licence v počtu 20 kusů elektronických licencí, s omezenou dobou trvání na dobu jednoho roku od aktivace v bodu 4. tohoto článku (dále jen „software“), poskytnutá úplatně. Funkce software jsou specifikovány v Příloze č. 1 Licenční podmínky.**
2. Poskytovatel prohlašuje, že je smluvním distributorem software dle čl. 1 odst. 1.
3. Pravidla a podmínky užívání software jsou obsaženy v Příloze č. 1 Licenční podmínky.
4. Poskytovatel se zavazuje, že do 7 dní od uzavření této smlouvy poskytne uživateli unikátní aktivační kódy, prostřednictvím nichž bude uživatel oprávněn software aktivovat a začít jej v plném rozsahu užívat (dále jen „předání“). Aktivací plně funkčního software v souladu s touto smlouvou se software považuje za předaný.
5. V případě problémů s aktivací anebo zprovozněním software je poskytovatel povinen zajistit uživateli na své náklady neprodleně odpovídající podporu tak, aby uživatel mohl software užívat plnohodnotně v souladu s touto smlouvou.
6. Místo dodání a odpovědná osoba: Fakulta sociálních studií: p.Tomáš Matuška, elektronická adresa pro zaslání aktivačních kódů: tomas.matuska@osu.cz.

Článek III. Cena licence

1. Cena licence bude poskytovateli uhrazena po předání.
2. Cena licence byla mezi smluvními stranami sjednána ve výši:

bez DPH	69 790,--	Kč
sazba DPH	21 %	
DPH	14 655,90,--	Kč
s DPH	84 445,90,--	Kč



3. Cenu licence uhradí uživatel na základě daňového dokladu – faktury po předání předmětu koupě. Splatnost faktury se sjednává na 30 dnů ode dne jejího doručení uživateli.
4. Daňový doklad – faktura musí obsahovat všechny 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, jakož i uvést následující údaj: **Nákup je hrazen z OPJAK – projekt Rozvoj infrastrukturního zázemí doktorských studijních programů na OU, CZ.02.01.01/00/22_012/0006563**
5. V případě, že faktura nebude mít odpovídající náležitosti, je uživatel oprávněn ji vrátit ve lhůtě splatnosti zpět k doplnění, aniž se tak dostane do prodlení s úhradou. Lhůta splatnosti počíná běžet znovu od opětovného doručení náležitě doplněného či opraveného dokladu uživateli.

Článek IV.

Oprávnění poskytnout licenci. Vady software.

1. Uživatel prohlašuje, že software je bez faktických a právních vad a odpovídá této smlouvě a platným právním předpisům.
2. Poskytovatel prohlašuje, že je oprávněn poskytnout licenci k software podle této smlouvy jako smluvní distributor výrobce software.
3. Poskytovatel se zavazuje zajistit podporu software, zejména jeho plnou funkčnost, řešení vad a incidentů a aktualizace (dále jen „podpora“). Tato podpora bude vykonávána za podmínek uvedených v Příloze č. 1 prostřednictvím výrobce software. Tato skutečnost nemá vliv na odpovědnost poskytovatele za plnou funkčnost software a dodržení smluvních podmínek v této smlouvě sjednaných.

Článek V.

Smluvní pokuty a náhrada škody

1. V případě prodlení poskytovatele se splněním jeho závazků dle čl. II. odst. 2 této smlouvy je uživatel oprávněn požadovat na poskytovateli zaplacení smluvní pokuty ve výši 0,5 % smluvní ceny za každý i jen započatý den prodlení.
2. V případě prodlení poskytovatele s plněním lhůt vztahujícím se k podpoře, je uživatel oprávněn požadovat na poskytovateli zaplacení smluvní pokuty ve výši 500,- Kč za každý i jen započatý den prodlení.
3. V případě prodlení uživatele s úhradou faktury je poskytovatel oprávněn uplatnit vůči uživateli pouze úrok z prodlení ve výši 0,05 % z dlužné částky za každý i jen započatý den prodlení s úhradou faktury.



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4. Uhrazení smluvní pokuty nemá vliv na povinnost dotčené smluvní strany uhradit náhradu škody.
5. Smluvní pokuty uplatněné podle této smlouvy jsou splatné ve lhůtě do 30 dnů obdržení výzvy k úhradě.

Článek VI. Ostatní ujednání

1. Odpovědné osoby oprávněné jednat ve věcech realizace smlouvy:
za poskytovatele: **Mgr. Nikos Kiculis** , e-mail: kiculis@elpocom.cz; tel.: **+420 596 138 379**; za uživatele: **Ing. Marcela Larišová**, marcela.lariso@osu.cz, tel: **+420 731 696 961**.
výše uvedené kontaktní osoby lze měnit na základě předchozího písemného oznámení, tedy bez nutnosti sepisovat dodatek k této smlouvě.
2. V případě rozporu zněním příloh této smlouvy a touto smlouvou má přednost znění této smlouvy.
3. Poskytovatel je dle ustanovení § 2 písm. e) zákona č. 320/2001 Sb., o finanční kontrole ve veřejné správě, v platném znění, osobou povinnou spolupůsobit při výkonu finanční kontroly.
4. Poskytovatel je povinen umožnit všem subjektům oprávněným k výkonu kontroly z projektu, z jehož prostředků je dodávka hrazena, provést kontrolu veškeré dokumentace vč. účetních dokladů souvisejících s plněním zakázky, a to po dobu minimálně do 31.12.2037, přičemž min. po tuto dobu je Poskytovatel povinen dokumentaci archivovat. Pokud je v českých právních předpisech stanovena lhůta delší, musí ji Poskytovatel použít. Tyto doklady budou uchovávány způsobem stanoveným platnými právními předpisy. Subjekty oprávněné k výkonu kontroly mají právo přístupu i k těm částem nabídek, smluv a souvisejících dokumentů, které podléhají ochraně podle zvláštních právních předpisů (např. jako obchodní tajemství, utajované skutečnosti) za předpokladu, že budou splněny požadavky kladené právními předpisy (např. zákonem č. 255/2012 Sb., o kontrole (kontrolní řád), v platném znění). Oprávnění kontroly dle předchozí věty se vztahuje i na případné subdodavatele Poskytovatel.

Článek VII. Ukončení smlouvy

1. Tato smlouva může být ukončena písemnou dohodou smluvních stran anebo odstoupením od smlouvy.



2. Od této smlouvy může kterákoliv smluvní strana odstoupit pro podstatné porušení smluvní povinnosti druhou smluvní stranou. Za podstatné porušení smluvní povinnosti se považuje zejména:
 - a) na straně uživatele nezaplacení ceny licence podle této smlouvy ve lhůtě delší než 30 dní po dni splatnosti příslušné faktury,
 - b) na straně poskytovatele, jestliže předmět licence (nebo jeho část), nebude řádně dodána v dohodnutém termínu,
 - c) na straně uživatele, jestliže software nebude mít vlastnosti deklarované poskytovatelem v této smlouvě či vlastnosti z této smlouvy vyplývající a k nápravě nedojde neprodleně prostřednictvím podpory,
 - d) na straně uživatele, jestliže je poskytovatel v prodlení s poskytnutím podpory.
3. Odstoupení od této smlouvy musí být učiněno písemně. Účinky odstoupení od této smlouvy nastanou dnem, kdy bude písemné odstoupení smluvní strany odstupující doručeno druhé smluvní straně.

Článek VIII. Závěrečná ustanovení

1. Právní vztahy touto smlouvou neupravené se řídí českými obecně závaznými právními předpisy, zejména ustanoveními zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů, a ostatních obecně závazných právních předpisů. Licenční podmínky upravuje příloha k této smlouvě. Příslušným soudem pro řešení jakýchkoliv sporů vzešlých z této smlouvy je obecný soud uživatele.
2. Smlouvu lze měnit a doplňovat pouze písemně, a to číslovanými dodatky. Právo na předložení dodatku ke smlouvě mají obě smluvní strany.
3. Smlouva je vyhotovena ve dvou stejnopisech s platností originálu a každá ze smluvních stran obdrží po jejich podpisu jedno vyhotovení, pokud je Smlouva uzavřena v listinné podobě.
4. Uživatel je povinným subjektem dle zákona č. 340/2015 Sb., o registru smluv (dále jen "zákon o registru smluv"). Poskytovatel bere na vědomí a výslovně souhlasí s tím, že tato smlouva, podléhá uveřejnění v Registru smluv (informační systém veřejné správy, jehož správcem je Ministerstvo vnitra). Uživatel se zavazuje, že provede uveřejnění této smlouvy dle příslušného zákona o registru smluv.
5. Tato smlouva nabývá platnosti dnem podpisu a účinnosti dnem uveřejnění smlouvy v Registru smluv. O této skutečnosti je uživatel povinen uvědomit poskytovatele.
6. Smluvní strany prohlašují, že byla smlouva uzavřena na základě jejich pravé, svobodné vůle, prosté omylu, že byly s obsahem smlouvy seznámeny, zcela mu



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porozuměly a bez výhrad s ním souhlasí; na důkaz toho připojují v závěru své podpisy.

Příloha č.1:

Licenční podmínky ([Licensing Conditions and Terms of Use \(EULA\) ATLAS.ti - ATLAS.ti \(atlasti.com\)](#))

Za poskytovatele dne.....

Za uživatele dne:.....

.....
DATA ELPOCOM s.r.o.
Mgr. Nikos Kiculis
jednatel

.....
Ostravská univerzita
Fakulta sociálních studií
doc. PhDr. Alice Gojová, Ph.D.
děkanka fakulty

1. General Terms
2. Software Lease
3. Web Software
4. Multi-User Licenses
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Licensing Conditions and Terms of Use for ATLAS.ti ("End-User License Agreement")

Last modified: 2023-11-07

1. General Terms

• 1.1 Scope

ATLAS.ti Scientific Software Development GmbH (hereinafter referred to as "ATLAS.ti" or "Licensor") is manufacturer of the "ATLAS.ti" standard software (hereinafter referred to as "Software"), offers training courses (hereinafter referred to as "Courses") and other services. ATLAS.ti is the holder of the copyright thereto, but not seller of the Software or the Courses. Unless defined otherwise, the seller and contractual partner of the Customer (hereinafter referred to as "Customer") is Cleverbridge AG, Cologne, Germany ("Seller"). Cleverbridge's Terms and Conditions apply to every purchase of Software or other services. Whenever the Software is being licensed in other ways than through Cleverbridge or any other seller, the Annex 1 to this EULA shall apply.

ATLAS.ti provides the Software to the Customer subject to this EULA. In order to use the Software, both Desktop software or Web Software, or additional services each user must first register and create a user account that is associated to the Customer's Software. The use of the Software and services is only permitted in compliance with this EULA. The Customer accepts this EULA on behalf of his users and guarantees to enforce his users' compliance with this EULA and will be held liable in case of non-conformity.

• 1.2 Delivery and Scope of Work

Cleverbridge as vendor and licensor of the Software and connected services offers the Software as a desktop version for Windows and Mac (hereinafter referred to as "Desktop Software"), as a web version for use as Software-as-a-Service (hereinafter referred to as "Web Software") and as a mobile version (iPadOS and Android apps).

The software consists of the program and the user manual. The software is provided as a file for download online or via the cloud platform.

In the event of data communication, the Customer shall, if necessary, be granted access to the area where the data is stored and from where the data can be downloaded.

The Customer shall receive the Software in machine code. The Customer shall not be entitled to demand delivery of the source code and shall have no rights in the source code.

The Customer itself shall install the Desktop Software in its software environment.

Any presentation or rendering in test programs, product and project descriptions shall not be deemed to constitute any warranty of properties unless explicitly referred to as such.

• 1.3 Types of Licenses

ATLAS.ti Software is currently being offered under the following types of licenses:

- individual or multi-user license through purchase or lease of the Desktop Software,
- individual or multi-user license through lease of the Web Software,
- student license,
- individual or multi-user license as a so-called educational license through lease of the Software by recognized educational institutions

- individual or multi-user license as a so-called governmental license through lease of the Software by recognized governmental institutions

The specific terms of each type of license in this EULA contain specific provisions for each type of license.

The current license models can be found on ATLAS.ti's website.

Furthermore, the Customer can receive free patches ("Updates") and purchase further developments of the Software ("Upgrades"), if ATLAS.ti produces them. ATLAS.ti is not obligated to produce such Upgrades. In case of patching or further development, the new version of the Desktop Software will be made available to the Customer on a suitable data medium or online by his seller.

- **1.4 Usage Rights**

ATLAS.ti grants the Customer through the Seller a non-exclusive, locally unlimited right to use the Software; limited in time, in the case of time-limited contracts, for the term of the respective contract; and limited in content in accordance with the respective selected license.

Depending on the type of license selected, there are further license restrictions in accordance with the following provisions of this EULA and, if applicable, the specific conditions for the respective type of license, as defined further below.

If ATLAS.ti provides the Customer with additions (e.g. patches, additions to the documentation) or a new version of the Software (e.g. Update, Upgrade) within the scope of the warranty, these are subject to the provisions of this EULA.

ATLAS.ti reserves the right to discontinue Software versions once a newer version has been made available. The "End of Service" for the software shall be the date on which ATLAS.ti terminates or discontinues the provision of updates, bug fixes, patches, or technical support for the software. ATLAS.ti shall provide written notice to the Customer at least six (6) months prior to the "End of Service" date. After the "End of Service" date, ATLAS.ti shall have no obligation to provide any further updates, bug fixes, patches, or technical support for the software. The "End of Support" for the software shall be the date on which ATLAS.ti ceases to provide any technical support or assistance for the software, including but not limited to, troubleshooting, software configuration, installation assistance, or bug fixing. ATLAS.ti shall provide written notice to the Customer at least three (3) months prior to the "End of Support" date. After the "End of Support" date, ATLAS.ti shall have no obligation to provide any technical support or assistance for the software. The Customer may choose to continue using the software after the "End of Service" or "End of Support" date, but acknowledges that doing so may expose the Customer to security risks, compatibility issues, or other problems.

The Customer may have the option to renew the software license or upgrade to a newer version of the software in order to continue receiving updates, bug fixes, patches, or technical support. Any renewal or upgrade options shall be subject to additional terms and conditions, including but not limited to, payment of fees, compliance with licensing requirements, and acceptance of any new or revised terms and conditions.

Any ambiguities or gaps in this EULA shall be assessed and interpreted in accordance with section 31 paragraph 5 UrhG (Urheberrechtsgesetz) on the basis of the purpose of the contract.

ATLAS.ti hereby informs the Customer that open source components from third parties (hereinafter "OSS") are used within the scope of the Software. The Customer acknowledges that the OSS is subject to the terms of the respective OSS license of the third party provider. OSS is subject to the terms of the respective OSS license, accessible at atlasti.com/legal/oss.

If the terms of the applicable OSS licenses require the Licensor to make an offer to provide the source code of the OSS used in conjunction with the Software, such offer is hereby made. Upon written request, ATLAS.ti shall make the source code of the OSS concerned available to the Customer against reimbursement of the data carrier shipping costs.

- **1.5 Restrictions of Use**

The Customer may load the Desktop Software onto the main data memory and hard disk of the hardware used by him and create backups as necessary for safe operation. These are to be labelled as such and (in so far as technically possible) marked with the copyright notice of the original data medium. The user's manual may be copied only for internal purposes.

The copyright notices and trademarks contained in the Software, any other reservations of rights, serial numbers and other program identification features may not be altered or obliterated.

The Customer shall be entitled to make the number of backup copies of the Desktop Software necessary for reliable operation. Such backup copies shall be marked as such and (as far as technically possible) shall be provided with the same copyright notice which also appears on the original data medium. The Customer shall not be entitled to copy the user's manual for any purposes other than the Customer's internal purposes.

Any other form of using the Software, including, but not limited to, its compiling, editing, arranging, or modifying in any other manner whatsoever (other than decompiling pursuant to section 69e of the German Copyright Law; § 69 UrhG) or the (offline or online) dissemination of the Software in any other manner shall be subject to the written consent of ATLAS.ti.

Unless expressly permitted in this EULA, the Customer including every user under this account shall not be entitled to transfer the Software, any copies of the Software handed over to him or any backup copies made to third parties. In particular, he is not permitted to sell, lend, rent or otherwise sub-license the Software or to reproduce or make the Software publicly accessible.

ATLAS.ti shall be entitled to revoke the license rights and/or suspend access to the Web Software temporarily or permanently for a material reason. A material reason shall, in particular, be deemed to exist if the Customer is in default with payment of a substantial part of the remuneration or if the Customer fails to abide by the terms and conditions of the license and fails to immediately remedy such default after ATLAS.ti's written request, including ATLAS.ti's announcement to terminate the license otherwise. In the event that the license is terminated, the Customer shall return to ATLAS.ti the original Software as well as any copies thereof, and delete any programs stored. At ATLAS.ti's request, the Customer shall confirm in writing that he has returned such Software and deleted such programs as required.

ATLAS.ti retains all rights to the Software, even if the Customer modifies the Software or combines the Software with his own programs or those of a third party. The documentation provided to the Customer also remains the exclusive property of ATLAS.ti.

- 1.6 Customer Obligations

The Customer and each user must register online on ATLAS.ti's website, indicating the serial number. Only in this way will it be ensured that the Customer may use Software upgrades and updates and newsletters and/or may participate in forums throughout the term of this agreement, to the extent that such services are offered by ATLAS.ti and that ATLAS.ti is able to establish that the Software has been properly acquired and used.

The Customer including every user shall backup his data according to the state of the art. He shall ensure that current data from his data stock kept in machine-readable form are reproducible with reasonable effort.

The Customer shall take reasonable measures in order to protect the Software against unauthorized access by third parties.

The Customer shall be obliged to download from ATLAS.ti's homepage the relevant Software updates by data transmission and ATLAS.ti will notify the Customer that new updates are available.

- 1.7 References

ATLAS.ti is entitled to advertise or promote the conclusion of the contract between the Customer and Cleverbridge regarding ATLAS.ti's products as if the Customer was ATLAS.ti's own customer and the business relationship with the Customer in any form (e.g. in reference lists). The Customer hereby expressly agrees to the use of the firm, trademarks and other protected signs by ATLAS.ti for the aforementioned purpose. The Customer has the right to revoke this consent at any time with effect for the future.

- 1.8 Data Protection

ATLAS.ti processes personal data provided in connection with the creation of a user account with respect to users of the Software and personal data related to the use of the Software. These personal data are processed by ATLAS.ti as a controller in order to enable the users to use the Software.

Detailed information, including the data subject rights, is provided in the [ATLAS.ti' Privacy Policy](#).

Software Lease

- 2.1 If the customer rents the desktop software for a specific period specified in the contract, the contract shall be automatically extended by a further year after expiry of the original term, unless the customer terminates the contract in writing at least eight (8) weeks before expiry of the respective term. In the event of an extension of the rental contract, the customer is obliged to pay the rental fee specified at that time.
- 2.2 ATLAS.ti has the right to change the license fee for a renewal period. In this case, ATLAS.ti will inform the Customer at least ten (10) weeks before the end of the respective rental period.
- 2.3 The Customer is obliged to delete the desktop software from all hard disks, main memories and workstations after termination of the rental relationship and to ensure that the desktop software can no longer be used by him, his employees and staff or registered users. The Customer must assure ATLAS.ti or the Lessor of compliance with this provision in writing.

Web Software

- 3.1 ATLAS.ti shall make the Web Software available to the Customer in a logically separated account for remote access via the Internet. The Web Software shall not be distributed to the Customer.
- 3.2 The Web Software is made available to the Customer in its current version/release only. If the Customer receives supplementary access to the Web Software when purchasing the Desktop Software, this access to the Web Software shall be available to the Customer for the period in which the purchased version of the Desktop Software is also offered as Web Software. If a new version of the Web Software (upgrade) is made available, the Customer may purchase the new version of the Web Software at a discount.
- 3.3 ATLAS.ti shall make the Web Software available to the Customer with an availability of at least 99 % of the respective calendar month (hereinafter "Minimum Availability"). In this context, the Web Software shall be available if there is an uninterrupted connection between the servers on which the Web Software is hosted and the transfer point to the Internet and if the Customer is able to log on and has access to the Web Software. The minimum availability does not apply to test and development servers.
- 3.4 For the use of the Web Software the Customer requires a current established standard web browser. The Customer is responsible for the provision and operation of all hardware and operating software and for a secure and fast Internet connection.
- 3.5 If and to the extent that the provision of a new version or a change to the Web Software is accompanied by a change in functionalities of the Web Software, workflows supported by the Web Software and/or restrictions in the usability of previously generated data, ATLAS.ti shall notify the Customer in writing at least six (6) weeks before such a change takes effect. If the Customer does not object to the change in writing within a period of four (4) weeks from receipt of the notification of change, the change becomes an integral part of the contract. ATLAS.ti shall draw the Customer's attention to the aforementioned deadline and the legal consequences of its expiry in the event that the possibility of objection is not exercised whenever changes are announced.

- 3.6 The Web Software and the application data resulting from the use of the Web Software are regularly backed up on the server, at least every calendar day. The Customer shall be responsible for compliance with retention periods under commercial and tax law.
- 3.7 The transfer point for the Web Software is the router output of ATLAS.ti's data center.
- 3.8 As a technical service provider, ATLAS.ti stores content and data for the Customer. The Customer undertakes to ATLAS.ti not to process any illegal content and data and/or content and data that infringe the rights of third parties with the Web Software and not to use any programs containing viruses or other malicious software in connection with the Web Software. In particular, the Customer undertakes not to use the Web Software to offer or in connection with illegal services or goods.
- 3.9 The Customer is solely responsible for all content and data processed and/or used by the Customer or his users as well as the legal positions that may be required for this. ATLAS.ti does not take note of contents of the Customer or his users and does not monitor the contents used with the Web Software.
- 3.10 In this context, the Customer undertakes to indemnify ATLAS.ti against all liability, damages and costs, including possible and actual costs of legal proceedings, if claims are made against ATLAS.ti by third parties, including employees of the Customer, as a result of alleged acts or omissions of the Customer. ATLAS.ti shall notify the Customer of the claim and, to the extent legally possible, give the Customer the opportunity to defend himself against the asserted claim. At the same time, the Customer shall immediately provide ATLAS.ti with all information available to the Customer on the facts of the case which are the subject of the claim. Any further claims for damages of ATLAS.ti shall remain unaffected.
- 3.11 The no-fault legal liability for defects in relation to the Web Software is expressly excluded, subject to the provision under Clause "Liability" in Annex 1, in the area of tenancy law and similar usage relationships for errors already existing at the time of conclusion of the contract (see § 536a paragraph 1 alternative 1 BGB).
- 3.12 In the course of using the Web Software, the Customer may process personal data. The Customer is the controller of such personal data and ATLAS.ti is a processor. Such processing is regulated in the ATLAS.ti Data Processing Agreement (DPA), accessible at atlasti.com/legal/dpa. The DPA shall be part of the agreement and is expressly incorporated into the agreement by the parties.
- 3.13 As soon as the agreement on the use of the Web Software ends, the Licensor will block the Customer's access to the Web Software. The same applies in case the Customer deletes his user account. ATLAS.ti shall irrevocably delete all data stored in the Web Software upon expiration of three months after blocking access to the Web Software unless the Customer requests immediate deletion.

Multi-User Licenses

- 4.1 A Multi-User License entitles the Customer to place the Software at the disposal of his employees. If the Customer is a training institution under the terms of Clause 6, he purchases the Software on the basis of an "educational multi-user license" and can thus place it at the disposal of students, staff members etc. In any case, use of the Software is restricted to a maximum number of persons corresponding to the number of multi-user licenses ordered.
- 4.2 A multi-user license allows for installation and concurrent use of the Software on several individual computers of the license holder and/or on several workstations of a LAN (server installation plus lightweight client installation).
- 4.3 Concurrent Use: Our licenses are based on concurrent use. Each named user is permitted up to two installations on his own personal devices. Only one of the two installations may be in use at any given time. If installing under a multi-user license in a pool environment (no named users), you are allowed up to twice the nominal number of installations with the express provision that you must have suitable means in place to limit concurrent access to the license maximum. Otherwise, only the number of standalone installations named in the license is permitted.

Student Licenses

If the Customer wishes to purchase an individual license as a lower-priced student license, he must guarantee that he is a full-time student at a recognized educational institution /university. The purchase of a student license requires written evidence of entitlement (for instance a student card). Student licenses are PERSONAL licenses and may NOT be purchased by or through organisations or institutions (e.g. universities). A program purchased on the basis of a student license may NOT be installed or used on the computer of an organisation or institution and not be used in any context other than the Customer's personal academic or vocational training. Student licenses are not transferable under any circumstances.

Educational Licenses

- 6.1 Educational licenses of the Software can be purchased only by officially accredited educational institutions, i.e. only by institutions recognized by nationally accrediting bodies. This includes specifically universities and similar degree-granting institutions of higher learning (including distance learning and continuing education programs), academic and technical schools and colleges as well as vocational training institutions. To the extent that the Customer is one of these educational institutions, he guarantees that he is recognized as such by the state.
- 6.2 Non-profit organizations and government agencies are NOT automatically eligible for discounted educational licenses. An organization wishing to be considered for a discount will need to contact ATLAS.ti directly. Government agencies and supra-national institutions (such as EU, UN, etc.) will need to obtain standard licenses exclusively.

- 6.3 By ordering an educational license, the Customer agrees that upon request he shall provide without delay legally valid written evidence showing his status as an accredited educational institution pursuant to this Clause 6. If such evidence is not provided or not adequately provided, he shall not be entitled to purchase the Software at the conditions and prices offered exclusively to educational institutions.
- 6.4 Educational licenses can be purchased not only by educational institutions but also by their officially employed teaching and research staff solely for use in the immediate context of the teaching and research duties that constitute the academic relation between the individual and the institution.
- 6.5 To the extent that the Software is ordered by employees of the Customer, the guarantee declaration and the obligation to provide evidence of status as described above shall also apply to these persons.
- 6.6 An educational license prohibits any and all commercial uses of the program. This explicitly includes commercial training courses, and any side businesses of individuals and institutions such as coaching, training, consulting, and similar activities. Educational licenses are available only to recognized non-commercial educational institutions and their staff.
- 6.7 Use of the program under an educational license is explicitly restricted to academic teaching and research. Administrative use of the program at a non-commercial educational institution shall be deemed a commercial use and is therefore not permissible under an educational license.
- 6.8 Only recognized educational institutions (see above) and full-time employees of such recognized institutions who are engaged in research and teaching are entitled to purchase and use educational licenses, and only for these purposes.
- 6.9 By placing an order for an educational license you agree (i) to abide by the above conditions in this Clause 6, and (ii) to furnish formal proof of your eligibility when requested to do so. Failure to provide proof or insufficient proof will lead to immediate invalidation of licenses as well as legal persecution for fraud.

Government/Non-commercial Licenses

Government/non-commercial licenses can only be obtained by official national or local government institutions, registered NGOs, and their official employees. We reserve the right to request proof.

Government/non-commercial licenses are 100 % identical to full licenses in functionality.

Government/non-commercial licenses can only be obtained by official national or local government institutions, registered NGOs, and their official employees. Upon request of ATLAS.ti, the Customer must prove their status as an official national or local government institution or registered NGO.

Campus Licenses

When purchasing or leasing a campus License, Licensor grants the Customer a license to use the Software, which entitles the Customer to make the Software available to his employees, students and research assistants, subject to the following provisions.

As regards the number of the Customer's employees, students and academic associates who are authorized to use the Software, the details stated in the Customer's Software order form under the designation "units" shall be conclusive and binding. The Customer's Software order form will set out the maximum of users at the same time and a maximum number of total users per contractual year. Should the number of users at the same time or the number of total users per contractual year exceed the agreed amount in the order form, the fee for the actual number of users will be adjusted retroactively and accordingly.

The Customer shall prove that he is an educational institution (as defined in Clause 6).

Training Courses

- 9.1 ATLAS.ti provides training programs as services and is therefore not liable for a particular outcome or a concrete eventual result. ATLAS.ti reserves the right to modify or adapt the content of its trainings to the latest state of the technology. This can result in some cases in deviations from the published Course descriptions. ATLAS.ti also reserves the right to make other minor changes.
- 9.2 The specific training measures are conducted by ATLAS.ti via training centers, whether conducted as webinars (web-based training using a computer) or face-to-face training (on-site training with a personal presence of the Customer and the trainer). ATLAS.ti also provides training measures at the Customer's own or rented premises at the Customer's request.
- 9.3 If the Customer's computer systems are used for conducting training measures, it is the Customer's responsibility to safeguard his data and programs from loss, destruction, or damage by taking appropriate and sufficient measures.
- 9.4 Course dates are published online at [ATLAS.ti Academy](#). Prices for training measures are also published at this site. Accommodation, expenses, and travel costs are not included in the Course price.
- 9.5 ATLAS.ti may also withdraw from the contract if the training measures must be canceled due to illness of the trainer, for technical reasons, or for any other reasons beyond the control of ATLAS.ti. ATLAS.ti will make a reasonable attempt to either reschedule the training event or find other suitable staff to conduct the training if this is possible and the Customer agrees. ATLAS.ti will immediately notify the Customer in case of such changes.

- 9.6 The Customer may cancel the contract at any time prior to the agreed start of the training in writing. If a cancellation is received fourteen (14) calendar days before the event, the Customer is not charged for the withdrawal. If a cancellation is received fourteen (14) calendar days or less before the event, the Customer will be charged 80 % of the total price. If the cancellation is received five (5) calendar days or less before the event, the Customer will be charged 100 % of the total price.
- 9.7 ATLAS.ti grants the Customer a non-exclusive right to use hardware and Software products supplied to him during the Courses in their original form and only for the purposes of the training. The Customer will not keep, reverse-engineer, translate, copy, extract any program parts, or utilize in any other, unauthorized manner the Software products thus supplied.
- 9.8 The Customer may not – not even in part – copy, reprint, or translate documentation and training materials (hereinafter referred to as “Documents”). Also, disclosure, use, or communication of the documents and their contents is not permitted.
- 9.9 Training participants must adhere to applicable safety and accident prevention regulations at training sites and must comply with all applicable legal provisions, including access regulations.
- 9.10 If the Customer provides free text information as part of an electronic ordering process, all such information is used exclusively for internal order processing. Free text addenda provided on the order documents will not be noted and are used and reproduced unchanged solely for internal order processing. Such addenda therefore have no impact on the contractual relationship and are not legally binding.

Beta Tests

The following terms and conditions shall apply if the Customer participates in a beta test of a new version of the software (hereinafter “Test Software”).

- 10.1 Licensor provides Tester with the Test Software as a test product. The Test Software is not a marketable software product, but a product with possible software errors and crashes. For this reason, the Licensor cannot guarantee the accuracy and reliability of the Test Software. Tester shall not rely exclusively on Test Software for any reason.
- 10.2 TEST SOFTWARE IS PROVIDED AS IS, AND LICENSOR DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO IT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 10.3 Licensor shall provide Tester with a copy of the Test Software and any necessary documentation and instruct Tester on how to use it and what test data is desired by Licensor. Upon satisfactory completion of the testing, Licensor may decide to furnish Tester with a discounted or free copy of the production version of the Test Software, contingent upon Licensor’s decision to proceed with production of the Test Software or other factors.
- 10.4 Tester shall test the Test Software under normally expected operating conditions in Tester’s environment during the test period. Tester shall gather and report test data as agreed upon with Licensor. Tester shall allow Licensor access to the Test Software for inspection, modifications and maintenance and/or provide requested information, including system reports or descriptions of behavior. Tester shall regularly update the Test Software and for this purpose ensure HTTP access on standard port 80.
- 10.5 The Test Software is proprietary to, and a valuable trade secret of, Licensor. It is entrusted to Tester only for the purpose set forth in this Agreement. Tester shall maintain the Test Software as well as access to beta test download and beta test program version in the strictest confidence.
- 10.6 Tester will not, without Licensor’s prior written consent:
 - disclose any information about the Test Software, its design and performance specifications, its code, and the existence of the beta test and its results to anyone other than Tester’s employees if they are performing the testing and who shall then be subject to nondisclosure restrictions at least as protective as those set forth in this Agreement;
 - copy any portion of the Test Software or documentation, except to the extent necessary to perform beta testing; or
 - reverse engineer, decompile or disassemble the Test Software or any portion of it;
 - disclose or share access data to beta test download site;
 - disclose or share beta test versions of the Test Software with any third party.
- 10.7 Tester shall take reasonable security precautions to prevent the Test Software from being seen or accessed by unauthorized individuals whether stored on Tester’s hard drive or on physical copies (including, but not limited to, servers; removable, physical, virtual or cloud drives; or other media).
- 10.8 The test period shall begin with download of the Test Software and last until notified by Licensor, or release of the production version of the Test Software, whichever occurs first. This Agreement shall terminate at the end of the test period or when Licensor asks Tester to return the Test Software, whichever occurs first.
- 10.9 If so requested, upon the conclusion of the testing period or at Licensor’s request, Tester shall within ten (10) days return the original and all copies of the Test Software and all related materials to Licensor and delete all portions of the Test Software from computer memory.
- 10.10 The participation in a test does not constitute a grant or an intention or commitment to grant any right, title or interest in the Test Software or Licensor’s trade secrets to Tester. Tester may not sell or transfer any portion of the Test Software to any third party or use the Test Software in any manner to produce, market or support its own products.

Tester shall not identify the Test Software as coming from any source other than Licensor.

- 10.11 The agreement on the participation in a test is personal to Tester. Tester shall not assign or otherwise transfer any rights or obligations under the agreement.

OpenAI

- 11.1 ATLAS.ti may offer the use of the additional artificial intelligence (AI) feature within the Software. ATLAS.ti offers the inclusion of the AI software manufactured and operated by OpenAI, L.L.C., 3180 18th Street, San Francisco, CA 94110 ("OpenAI"). The use of Atlas.ti's OpenAI service is subject to ATLAS.ti's discretion, OpenAI's availability and restrictions imposed by OpenAI and described in OpenAI's then current Terms of Use as can be found at <https://openai.com/policies/terms-of-use>. In particular, ATLAS.ti's services are subject to OpenAI's country restrictions and may not be used in countries not permitted. [Here is a list of allowed regions](#). ATLAS.ti does not assume any responsibility for the use of OpenAI's software and services.
- 11.2 The Customer is solely responsible for complying with all OpenAI conditions and all applicable laws and regulations. The Customer is aware and accepts that it is possible that no results are delivered due to a connection failure or due to overload of the OpenAI servers. ATLAS.ti does not assume any form of liability for the accuracy or performance of the OpenAI software or other OpenAI services. ATLAS.ti does not guarantee a minimum of availability of the OpenAI software and services, and Customer is solely responsible to check on OpenAI's availability.
- 11.3 Customer may not use the AI feature to process personal data as defined by the General Data Protection Regulation (GDPR).
- 11.4 ATLAS.ti reserves the right to offer the use of OpenAI software free of charge to customers at ATLAS.ti's discretion. In case the free use has expired or is not available, Customer may have the option to purchase additional usage of the OpenAI software. In this case ATLAS.ti shall have the right to charge (additional) fees for the use of this AI feature in compliance with the then current price list that might be amended from time to time. The paid usage of the AI feature will be calculated based on credit points ("Credits"). How many Credits are required for a specific analysis or usage of the AI feature is dependent on the language and structure of the text. Credits can be acquired in accordance with the then current price list and the conversion rate can be requested from ATLAS.ti. ATLAS.ti does not offer refunds for services that cannot be used due to OpenAI restrictions and/or for the results of any use of software and services offered by OpenAI.
- 11.5 ATLAS.ti may also award Credits to Customers at no additional cost at its own discretion. Customer has in this case no claim to a specific number of Credits or to receive Credits on a regular basis.

Governing Law

The laws of the Federal Republic of Germany shall apply.

The translation of this EULA into English is provided for convenience and in case of contradictions or ambiguities the German version applies.

All contractual texts are accessible to the Customer on the website or in the software of ATLAS.ti only in the current version. However, the respective contract text is sent to the Customer by e-mail upon conclusion of the contract and can thus be saved or printed by the Customer.

Annex 1

- Obligation to Inspect and to Report Defects

If the customer is an entrepreneur within the meaning of § 14 paragraph 1 BGB ("Unternehmer"), the Customer shall be obliged to immediately inspect the Software and Software updates supplied and to report any defects in writing, including a detailed description (Section 377 of the German Commercial Code; § 377 HGB).

The Customer shall, in his defect notification, provide written information concerning the type of fault or error, the module where such fault or error occurred, as well as the work carried out at the time the fault or error occurred.

- Defects in Quality and Defects in Title

The Licensor shall supply the Software to the Customer in a condition free from defects in quality or defects in title. Defects affecting the suitability for use of the Software to a minor extent only shall not be considered as defects for the purposes of this agreement. Functional impairment caused by the hardware and software environment made available by the Customer, operator error, defective external data, computer network malfunction or any other reason belonging to the Customer's sphere of responsibility shall not be considered as defects for the purposes of this agreement.

The Licensor shall eliminate any defects in quality by repair or replacement. Such repair or replacement can, in particular, be carried out by delivering new Software or by the Licensor showing ways to avoid such defect from reoccurring. The Customer shall be obliged to accept new Software even if this means a reasonable adaptation effort on the part of the Customer.

Repair or replacement in the case of defects in title shall be carried out by the Licensor providing the Customer with a lawful way to use the Software. The Licensor shall be at liberty to replace the Software concerned by equivalent Software in conformity with the terms and conditions hereof if this is acceptable to the Customer. In the event that any third party claims any industrial property rights in relation to the Customer, the Customer shall immediately notify the Licensor thereof in writing. The Licensor shall, as he may elect and after consultation with the Customer, either defend or satisfy such claims. The Customer shall not be entitled to accept any such claims raised

by third parties. The Licensor shall defend at his own cost any such claims by a third party and shall hold the Customer harmless with regard to any costs and any damage related to the defending of such claims as aforesaid unless these are caused by the Customer violating his obligations.

If the customer is an entrepreneur within the meaning of § 14 paragraph 1 BGB ("Unternehmer"), any claims which the Customer may have for reason of defects in quality or defects hereof shall become statute-barred within one year after delivery. In the event that a defect in title consists of a material right of any third party entitling such third party to claim the surrendering of the Software, the statutory periods of limitation shall apply.

- Delays

Delivery dates shall be extended by the period during which the Licensor is for any circumstances beyond its control (labor dispute, force majeure or any other hindrance beyond the Licensor's control) prevented from performing its obligations hereunder, plus a reasonable start-up period following elimination of such hindrance.

Partial shipments shall be permitted on condition that the parts delivered can be fully used in their own right. The Licensor shall be entitled to issue a separate invoice for every partial shipment.

- Liability

Subject to the further provisions of this Paragraph, Licensor shall only be liable if and to the extent that Licensor, its legal representatives, executives, employees or other vicarious agents are charged with intent or gross negligence. However, in the event of default of the Licensor by the debtor or impossibility of performance for which the Licensor is responsible, as well as in the event of breach of essential contractual obligations (so-called cardinal obligations), the Licensor shall be liable for any own culpable conduct or that of its legal representatives, executives, employees or other vicarious agents. Essential contractual obligations are defined abstractly as those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely.

Except in the case of intent or gross negligence on the part of Licensor, its legal representatives, executives, employees or other vicarious agents, the liability of Licensor shall be limited in amount to the damages typically foreseeable at the time of conclusion of the contract.

The exclusions and limitations of liability regulated in the preceding paragraphs of this Paragraph shall not apply in the event of the assumption of express guarantees, in the event of claims for lack of warranted characteristics and for damages resulting from injury to life, body or health as well as in the event of mandatory statutory regulations. Furthermore, the limitations of liability provided for in the second paragraph of this Paragraph shall not apply to claims for interest on arrears, to the lump sum for arrears pursuant to § 288 paragraph 5 BGB and to compensation for damage caused by arrears arising from legal action costs in the event of arrears on the part of the Licensor.

Claims under the Product Liability Act (Produkthaftungsgesetz) shall remain unaffected by the provisions of this Paragraph.

- Confidentiality

The parties undertake to keep all protected or confidential information of the other party – unless required for the performance of the contractual cooperation – secret from third parties even after the end of the contractual cooperation and not to pass it on to third parties or to exploit it. Protected or confidential information of the parties is all information about or by one party which has been disclosed in writing, orally or in any other way to the other party and has been marked as confidential or is to be regarded as confidential under the circumstances. The protected or confidential information of the parties also includes, independently of this, business relationships, information about business processes, know-how, calculation bases, concepts, business plans, software algorithms, software concepts, product and program specifications, strategies, sales and marketing data and/or marketing plans as well as other trade and business secrets of the respective parties.

These confidentiality obligations do not apply to protected or confidential information, insofar as and to the extent that it

- was already publicly known before being notified or disclosed by either party to the other party; became public knowledge after notification or disclosure by one party without the participation of the other party and independently of any failure of the other party;
- was made known or disclosed to the parties by a third party who is not subject to any direct or indirect obligation of confidentiality towards the respective party; or
- must be disclosed within the framework of legal or official proceedings or due to other mandatory legal regulations.

- Miscellaneous

This EULA contains all of the arrangements of the parties with regard to the subject matter of this agreement.

All amendments and additions to the agreement must be in text form (also by fax, e-mail). Licensor reserves the right to change this EULA at any time without giving reasons, unless the change is unreasonable for the Customer. Licensor shall immediately notify Customer by e-mail of any changes to the EULA. If the Customer does not object to the validity of the amended EULA within a period of four (4) weeks after receipt of the amended EULA, the amended EULA shall be deemed accepted by the Customer.

Attachments and Annexes shall form an integral part of this agreement.

If one or several provisions of these Terms of Use are invalid, the validity of the remaining provisions and of the agreement itself shall remain unaffected. The same shall apply in the event that this EULA should be incomplete. If this EULA should contain an invalid

provision or should be incomplete, the invalid or missing provision shall automatically be replaced by such valid provision as comes closest to the economic purpose of the agreement.

If the Customer is an entrepreneur within the meaning of commercial law, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all legal disputes arising from or in connection with the EULA shall be the registered office of the Licensor. In all other respects, the statutory places of jurisdiction shall apply.

The place of performance for entrepreneurs within the meaning of § 14 paragraph 1 BGB is the registered office of the Licensor.

The laws of the Federal Republic of Germany, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG), shall be applicable.

The translation of this EULA into English is provided for convenience and in case of contradictions or ambiguities the German version applies.

All contractual texts are accessible to the Customer on the website or in the software of the Licensor only in the current version. However, the respective contract text is sent to the Customer by e-mail upon conclusion of the contract and can thus be saved or printed out by the Customer.