

Partnership Agreement

This agreement (“Agreement”) with Effective Date June 2024 is between:

FindAUniversity Ltd, 77 Sidney Street, Sheffield, S1 4RG, UK

VAT [REDACTED]

and

Masaryk University, Žerotínovo nám. 617/9, 601 77 Brno, Czech Republic [REDACTED]

CUSTOMER DETAILS

SERVICE PACKAGES

Summary

TOTAL SERVICE FEE £5,168

The Service Fee will be invoiced in advance and is due 30 days after the invoice date.

Invoices will be issued in the currency stated above. The License Service Fee is excluding VAT and any other taxes, duties and dues levied on the Licensed Services. The provided Services are stated in Annex no.1. Standard Quote - Masaryk University. Standard Quote will be then part of the agreement as an Annex.

- PhD Specialist Page on FindAPhD.com
Term: 1st June 2024– 31st May 2025
- 10 Research Programme Pages on FindAPhD.com
Term: 1st June 2024– 31st May 2025

Terms & Conditions

1. THE PARTIES

These terms and conditions (hereafter the “Terms and Conditions”), the Data Agreement (hereafter the “Data Agreement”) and the Order Confirmation (hereafter the “Order Confirmation”), jointly constitutes a binding agreement (hereafter jointly referred to as the “Agreement”) between:

The Customer Masaryk University, whose registered office is at Žerotínovo nám. 617/9, 602 00 Brno, The Czech Republic, Company ID 00216224 VAT CZ00216224 represented by the Director of the Centre for International Cooperation, [REDACTED] (hereafter the "Customer"), and FindAUniversity Ltd, a UK limited liability company incorporated under UK law, company number 04214007, address 77 Sidney Street, Sheffield, S1 4RG (hereafter "FAU"). In the following, each party referred to as the "Party" or jointly as the "Parties"

2. THE SERVICES

FAU is an internet-based service provider with the aim of connecting students and higher educational institutions, by offering marketing and management systems on the internet, including listing and marketing of higher education degree programs and courses, various statistics and communication tools, customization tools and management tools, different recruitment services, and other ways of generating student leads and promoting higher educational programs (hereafter "the Services").

Our customers may purchase a license to use all or parts of the Services. The Customer's access to the Services depends on the services purchased by the Customer.

3. THE LICENSED SERVICES

Under this Agreement, the Licensed Services shall mean those parts of the Services that are purchased by the Customer, as specified in the section "Service Packages" in the Order Confirmation, and provided by FAU, including any updates and upgrades of the Licensed Services.

FAU grants the Customer a non-exclusive, non-transferable, and limited license to access and use the latest version of the Licensed Services in its own business at any given time, during the Term of the Agreement.

4. THE TERM OF THE AGREEMENT

The Term of the Agreement is as specified in the Order Confirmation. Upon termination, the Customer's access and right to use the Licensed Services ceases.

Either Party may terminate the Agreement immediately in the event of a material breach of the Agreement by the other Party, subject to such breach not being remedied within 30 calendar days after the receipt of a written notice specifying such failure. If the Agreement is terminated by the Customer based on FAU's material breach of the Agreement, Customer is entitled to a return of the Service Fee proportionate to the remaining booked services. If the Agreement is terminated due to the Customer's material breach of the Agreement, the Customer is not entitled to a refund.

5. PAYMENT TERMS

The Customer shall pay the Service Fee for the Licensed Services within 30 days of receiving an invoice. Any VAT and other taxes, duties and dues levied on the Licensed Services shall be borne by the Customer.

In case of late payment FAU may suspend the Licensed Services until the Customer's account is brought current or terminate the Licensed Services and this Agreement with two (2) weeks prior written notice. In case of a termination due to late payment or other breach of contract, FAU may claim payment of all remaining License Service Fees under this Agreement immediately.

6. CUSTOMER MATERIALS



Some Services, especially those that comprise listing and marketing on the web, require or enable the Customer to provide advertising materials and other materials requisite to deliver the Services as set out in this Agreement (hereby the "Customer Materials"). Customer



Materials includes, but are not limited to, data, images, videos, sounds, text, captions, and other elements embodied therein, in any form, media or technology. The Customer shall provide the Customer Materials necessary to provide the Licensed Services, on or before the 5th day after acceptance of this Agreement, and in such format as specified in the Order Confirmation or as otherwise agreed between the Parties.

7. LICENSE TO USE CUSTOMER MATERIALS

For the Term of the Agreement, the Customer grants FAU and its affiliates, vendors, and service providers a world-wide, non-exclusive, fully-paid and royalty-free license to use the Customer Materials, in whole or in part, in any way and form necessary, to the extent this is requisite for FAU to provide or promote the Services. FAU and its affiliates, vendors, and service providers shall not use the Customer Materials in any way that could harm or defame the Customer, its employees, students, products or reputation and that the Customer Materials shall not be used in other way than to realise the purpose of this contract.

The Customer Materials content shall not be changed while used under the terms of the Agreement.

The Customer represents and warrants that the Customer has all rights necessary to grant FAU the rights granted herein, including the right to use the Customer Materials for public viewing and use in relation to the Services, and that the use of the Customer Materials as contemplated by this Agreement will not infringe, misappropriate or violate any intellectual property rights, privacy rights, publicity rights or any other right of any third party.

FAU shall, in its sole reasonable discretion and in order to deliver the Licensed Services in the best way for the Customer, make all decisions concerning use and placement of the Customer Materials on the Services. FAU has the right to approve or reject, in its reasonable discretion, any Customer Materials, including the right to remove any Customer Materials from the Services, if FAU finds that the Customer Materials does not meet FAU's advertising specifications, are objectionable in any way, or contain false, misleading or illegal information or any vulgar or pornographic content. If FAU rejects or removes the Customer Materials, FAU will notify the Customer in writing. FAU shall have no liability, at law or in equity, for removing or failing to place any Customer Materials for the aforementioned reasons, except for the return of any unused prepaid Service Fees. After the termination of the agreement FAU will delete from the server Customer Materials and ensure the same on the servers of the FAU partners with the exception of those materials need for it's records, such as what was advertised with us, by who and for how much. Prospective students are also provided with a record of which institutions they have contacted, which may include program titles.

8. PRESS RELEASE / MARKETING PERMISSION

The Customer accepts that FAU may identify Customer as a customer and use Customer's name, logo and trademark in FAU's promotional materials, inclusive in press releases and other marketing communications, across FAU's website, social media and other FAU communication channels. Customer may request that FAU stop the identification of the Customer in one or several channels, in writing by email to FAU at any time. Customer acknowledges that it may take FAU some time to process such request and to remove any reference to the Customer.

9. QUALITY OF THE SERVICES & DISCLAIMER

FAU's aim is to provide the Services with a standard and quality which prevail among similar business and organizations of superior knowledge and skill engaged in providing services under similar circumstances, and that our work is performed in a diligent, workmanlike and professional manner consistent with good practices.



FAU will use its best efforts to make the Licensed Services fully operable, functional and available during the Term of the Agreement. However, technical problems such as temporary non-availability of all or parts of the Services is unfortunately a part of internet business and shall not constitute a breach of the Agreement. FAU is not responsible for periodic downtime, any loss or destruction of data or information, temporary loss of operability or functionality or items beyond FAU's control.

The Licensed Services, including their functionality, scripts, websites and any content provided at or through the Licensed Services, are provided "as is" and "as available" without any warranty of any kind. The Customer agrees that any use of the Licensed Services is at the Customer's own risk.

Unless otherwise has been agreed between the Parties in writing, FAU does not guarantee any given number of users, enquiries, entries of data, entries or transfer of personal information or other information, communication, impressions or other form of measurable traffic to the Customer's websites, nor any number of open rates, click rates, or response rates for direct email marketing.

FAU continuously works to improve its Services, and reserves the right to change functionality and content offered under the Services on an ongoing basis. FAU shall make all decisions concerning use of software solutions, hardware configurations and selections, system components, categories of advertising, search engine results and search parameters. In order to allow for repairs, maintenance or updating, access to parts or all of the Licensed Services may be temporarily restricted by FAU by prior written notice to the Customer. FAU is not responsible for any lack of functionality that is due to the Customer's equipment, including device, internet connection, operating system or settings and software.

FAU is a service provider that is not liable for the material stored on our servers at the request of or otherwise provided by the Customer or any third person or users. FAU has no general obligation to monitor the material stored on our servers. If FAU obtains knowledge of any illegal activity or material, FAU has the right to immediately remove or disable access to the material.

10. LIMITATION OF LIABILITY

In case of errors in the Licensed Services, FAU shall if possible and without any cost for the Customer correct the errors. All corrections shall be performed within reasonable time. Any other liability of FAU for any loss or damage resulting from any errors or non-performance or other claims under this Agreement, shall be excluded.

Under no circumstance shall FAU have any liability to the Customer or any third party for any claim that exceeds the amounts paid by the Customer to FAU in the three months prior to the initiation of the claim. Limitation of liability as per the previous sentence does not apply to claims arising from illegal activity of FAU that would cause any kind of damages to the Customer.

11. RIGHTS TO THE SERVICES AND INTELLECTUAL PROPERTY RIGHTS

All rights in and to the Services and any other materials provided by FAU in connection with this Agreement (including but not limited to text, scripts, design, functionality, images, articles, information, trademarks, logos, names and other content) are the property of FAU, unless otherwise indicated. FAU retains all right, title and interest in and to the Services, including its content, components and collective works available or developed on the sites.

The Customer is not allowed to copy, modify, reverse engineer, sell, transfer, sublicense or use the Services in any other way, except as agreed in this Agreement or otherwise by FAU in writing. If the Customer infringes upon FAU's rights in the Services or uses the Licensed Services contrary to this Agreement, the Customer shall compensate FAU's economic loss and damages.



12. USE OF PERSONAL DATA

In providing the Services, FAU will comply with all applicable provisions of the European Union's General Data Protection Regulation.

13. CONFIDENTIALITY

Each Party might get access to certain confidential and proprietary information of the other Party, including, but not limited to, systems, software, and other materials related to the Services, that is not part of the public domain (hereby the "Confidential Information"). Each Party shall keep strictly confidential and shall not disclose any Confidential Information of the other Party to any person or entity, not even after expiry of the Agreement, except as expressly permitted by this Agreement or by the other Party with prior written permission. Each Party shall treat the Confidential Information of the other Party with at least the same degree of care and confidentiality as it treats its own Confidential Information, and in no event using less than a reasonable degree of care.

14. ASSIGNMENT

Provided the other Party's legal rights under this Agreement are not prejudiced, a Party may in the event of a reorganization, merger or sale, transfer its rights and obligations under this Agreement to another legal entity upon prior written notice to the other Party.

15. FORCE MAJEURE

Neither Party shall be liable for any damages or failure to perform as required herein, including any unavailability of the Services or loss or destruction of data or storage media, caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, provided the Party experiencing the difficulty will give the other Party prompt written notice, with full details, following the occurrence of the cause relied on.

16. UPDATES

FAU may periodically modify the terms of the Agreement to, for example, reflect changes to the law or changes to the Services, with reasonable prior written notice to the Customer. Changes will not apply retroactively. If the Customer does not agree to the modified terms, the Customer must discontinue using the Services.

17. GOVERNING LAW

The Parties shall seek to solve any dispute, controversy or claim arising out of or relating to this Agreement through negotiations. If the Parties fail to solve such dispute, then the dispute shall be subject to the legal venue as specified below.

FAU is a UK limited liability company, established in and operating under the laws of England & Wales. This Agreement is governed by English law. Any legal disputes shall be led with the courts of England. Disputes regarding fulfilment of the Customers payment obligations as per the Agreement may also be led with the court of the ordinary venue of the Customer, as stated in this Agreement.

18. GENERAL

This Agreement constitutes the entire agreement between the Parties. Each provision of this Agreement is severable, one from the other. If any provision is found to be unenforceable, the remaining provisions shall continue to be in full force and effect.



CONTACT INFORMATION

FAU will communicate with the Customer via e-mail at the address indicated on the front page of this Order Confirmation, unless otherwise stated here:

PUBLICATION

According to the Act no. 340/2015 of the Contract Repository, the Publishers is obliged to publish the text of the Agreement. The contract shall be made accessible to the general public, but personal data, signatures and bank account information shall be omitted. The publication does not constitute any breach of confidentiality

CONFIRMATION

This Order Confirmation and the Terms and Conditions jointly constitute the entire binding Agreement between the Customer and FAU.

By signing, I hereby acknowledge I am authorized to enter into this Agreement and that I have read this Agreement and understand and agree to FAU's Terms and Conditions.

DocuSigned by:

