

SCIENCETRACK TERMS OF SERVICE

Version: 1.0

Valid from: June 1st, 2025

Please read these Terms of Service, the Privacy Policy available at <https://documents.sciencetrack.org/documents/privacy?lang=en>, Terms of Personal Data Processing available at <https://documents.sciencetrack.org/documents/tpdp?lang=en>, and all other documents referred to herein (collectively, the "**Terms**") carefully before you start using the Service. When you sign the order form, start using the Service or click to agree to the Terms of Service when this option is made available to you, you conclude an agreement on use of the Services with ScienceTrack (the "**Agreement**") which includes the Terms. If you do not agree to the Terms, you must not access or use the Service.

1. DEFINITIONS

- 1.1. "**ScienceTrack**" refers to a company **ScienceTrack s.r.o.**, with registered office at č.ev. 515, 252 10 Lišnice, Czech Republic, ID number: 19980698, incorporated under the laws of the Czech Republic, registered at Municipal Court in Prague under file no. C 395037.
- 1.2. "**Customer**" refers to you as a Customer of the services provided through subdomain.st-zeta.org (the "**Website**") in particular the **ZETA service** – SaaS for tracking of animals in scientific breeding, experimental procedures, pedigrees and their facilities (the "**Services**"). If you are using the Services on behalf of a legal entity, then you, as an individual, represent that you have authority to bind that entity to the Agreement and "**Customer**" refers to that entity. The Services are only intended for legal persons – if you are a so called consumer and you would wish to use the Services, please, contact us directly.
- 1.3. "**Affiliate**" of a person is any person that controls, is controlled by, or is under common control with, such person. The term "control" ("controlled by") means the power to direct or cause direction of management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.
- 1.4. "**Chargeback**" means contacting bank or credit / debit card provider and rejecting, cancelling, or contesting the charge of any amount payable in connection with use of the Services.
- 1.5. "**Documentation**" refers to all texts and materials available on the Website which describe the features and functionalities of the Services, Technical Requirements for their use, integration, configuration, support, or maintenance.
- 1.6. "**Resultant Data**" means technical and operational data generated from the use of the Services by the Customer (including Authorized Users), such as usage patterns, performance metrics, and statistical

information about how the Services are accessed and utilized, that may be used by ScienceTrack to improve and develop the Services. For clarity, Resultant Data does not include any Customer Data inputted into the Services.

- 1.7. **"Subscription"** is the access to Services acquired by Customer under a specific Subscription tier for the maximum amount of Authorized Users, respective functionalities, number of institutions or laboratories and other parameters as defined in the feature list or Documentation.
- 1.8. **"Subscription start date"** is a date 1 month after the order is placed or signed as the Customer is given a time to conduct necessary settings of Services, import of data and training of Authorized Users. During this 1 month period, some functionalities of Services may not be available to the Customer as described in Documentation.
- 1.9. **"Third-Party Materials"** are materials, documents, data, products, services, or software that were not created by ScienceTrack, including open-source software.
- 1.10. **"Customer Data"** are data, instructions, materials, and other content that is provided by the Customer, or that ScienceTrack receives by or through the Services. Customer Data does not include Resultant Data.

2. SERVICES

- 2.1. Access. Customer can use the Services within one or more of the following categories:

- a) **"Administrator"** configures Services, manages the Subscription and sets up access rights for other Users,
 - b) **"User"** is any user different from Administrator who has access to Services (scope of rights of Users can differ based on predefined permission groups within the Services or permission settings created by the Administrator),
- (together as **"Authorized Users"**).

- 2.2. Use. Subject and conditioned on Customers' compliance with the Agreement, ScienceTrack grants the Customer a non-exclusive, non-transferable right to use the Services during the term of the Agreement, solely for use in accordance with the Agreement.
- 2.3. Reservation of Rights. Nothing in the Agreement grants any license or other right to any intellectual property rights in or relating to the Services, or Third-Party Materials. All rights to the Services and the Third-Party Materials are and will remain with ScienceTrack and the respective rights holders. Customer does not acquire any rights except as expressly set forth in Section 2.2 or in the applicable third-party license terms. By entering into the Agreement or, as the case may be, by creation of such data, the Customer assigns to ScienceTrack all rights relating to the Resultant Data. ScienceTrack reserves the right to make changes to the Services that ScienceTrack deems necessary or useful to comply with applicable law, enhance the quality of Services, cost efficiency or performance.

- 2.4. Suspension or Termination. ScienceTrack may without a prior notice suspend, terminate, or otherwise deny Customer's, or any other person's access to or use of the Services, without incurring any resulting obligation or liability, if:
- a) ScienceTrack receives a judicial or governmental request or order that requires ScienceTrack to do so, or if ScienceTrack becomes aware that a governmental authority or other authority with legal authority has enacted a new, or modified an existing, law, rule, regulation, interpretation or decision that would make its performance of any part of the Agreement unlawful or otherwise illegal, or
 - b) ScienceTrack believes that Customer has failed to comply with the Agreement or used the Services beyond the scope of rights granted or for a purpose not authorized under the Agreement; or that the Customer has been, or is likely to be involved in fraudulent or unlawful activities,
 - c) Customer does not pay the fees when due, or ScienceTrack receive a chargeback (chargeback will be considered a breach of payment obligations under the Agreement. ScienceTrack reserves the right to dispute any chargeback received and to take reasonable steps to restrict Customer's future access to the Services if it believes that Customer has maliciously requested a chargeback).
- 2.5. SLA, support and maintenance. Based on the Subscription tier chosen by the Customer, ScienceTrack provides as part of the Services or for extra fee additional services and activities as described in the Annex. no. 1., Documentation and Feature List.

3. USE RESTRICTIONS

- 3.1. Use Restrictions. Customer may not, and may not permit any other person to, access or use the Services except as expressly permitted by the Agreement and, in case of Third-Party Materials, the applicable third-party license terms. Customer shall not in particular, but not exclusively:
- a) make the Services available to anyone other than Authorized Users or use the Services for the benefit of anyone other than the Customer or its Affiliates,
 - b) rent, sublicense, re-sell, assign, distribute, time share, or similarly exploit the Services (including allowing its employees or employees of its Affiliates to access the Services as guests instead of acquiring enough accesses for such employees),
 - c) reverse engineer, copy, modify, adapt, or hack the Services,
 - d) access the Services, the Documentation, or ScienceTrack confidential information to build a competitive product or service; or
 - e) allow accesses to be shared or used by more than one individual Authorized User (except their reassignment to new Authorized Users replacing individuals who no longer use the Services for any purpose), bypass or breach any security used by the Services or access or use the Services other than by an Authorized User through the use of its own then valid access credentials,

- f) upload, transmit, or otherwise provide to or through the Services, any information or materials that are unsolicited advertisements or content (i.e., "spam"), unlawful or contain or activate any harmful code (software, hardware, or other technology, including malware, the purpose or effect of which is to permit unauthorized access to, disrupt or otherwise harm any computer, software, hardware, or network; or prevent any other customer or Authorized User from accessing or using the Services),
- g) damage, disable, interfere with, or otherwise harm the Services, or ScienceTrack's provision of Services, or
- h) access or use the Services in manner or for purpose that infringes any intellectual property right or other right of any third party or that violates any applicable law.

3.2. Sanctions. Services are offered to Customers who are not a target of any sanctions regime, and do not reside in, nor will access the Services from a country from which such access is prohibited under any applicable sanctions regime or export control laws. By using the Services, the Customer represents that it meets all of the foregoing requirements. If the Customer does not meet these requirements, it must not access or use the Services. ScienceTrack reserves the right to limit the availability of the Services to any person, entity, geographic area, or jurisdiction at any time.

4. CUSTOMER OBLIGATIONS

4.1. Corrective Action. If the Customer becomes aware of any actual or threatened activity prohibited by the Agreement, it must, and must cause its Authorized Users to, immediately take all reasonable measures within their respective control that are necessary to stop the activity and to mitigate its effects (including by discontinuing and preventing any unauthorized access to the Services and erasing data to which any of them have gained unauthorized access) and notify ScienceTrack of any such actual or threatened activity.

4.2. Customer Responsibility. Customer is solely responsible for:

- a) meeting the requirements set out in the Technical Requirements available on the Website. If the Customer does not meet the requirements, the Services may not function properly or at all,
- b) use the Services in line with the provided user Documentation. If the Customer failed to follow such instructions, the Services may not function properly or at all,
- c) legality of processing of Customer Data. In particular, the Customer is responsible for ensuring that the Customer is entitled to provide ScienceTrack with all Customer Data and that ScienceTrack's use and processing of Customer Data in accordance with the Agreement does not infringe any third-party rights, in particular intellectual property rights or privacy rights or obligations under any law or regulation. Customer must inform the persons whose personal and other data the Customer transfer to ScienceTrack of such transfer, and the Customer must obtain consent to such transfer of personal data where necessary,
- d) use, security, and protection of access details from unauthorized use; and

- e) all access to and use of the Services through Customer's systems or the access details, including all results obtained from such access or use and all conclusions, decisions and actions based thereon.

5. FEES AND PAYMENT

- 5.1. Services. Customer may use Services and their functions in the extent as listed in the feature list available on the Website or in Documentation ("**Feature List**"). If the Customer wishes to use Services, it shall fill in the online order form provided through dedicated link by ScienceTrack and submit it by pressing the "Confirm" button or by signing the respective written order form.
- 5.2. Fees. Customer shall pay the fees in accordance with the last provided and agreed quotation/offer immediately after the order has been submitted or within due date of an invoice that has been issued based on an order form. ScienceTrack may change the fees, institute new fees, or increase the fees for the next Subscription term by providing written notice to the Customer prior to the commencement of such term. The obligation to pay the fees is not tied to the actual use of the Services. In the event that the Customer does not use the Services, this shall not affect ScienceTrack's right to payment of the fees in full. Fees are paid up-front for the whole annual Subscription term. Unless expressly set forth herein, all fees are non-cancelable and non-refundable.
- 5.3. Subscription. Services are offered in Subscription tiers based on the number of Authorized Users and other factors according to the Feature list and Documentation. Subscription begins on the Subscription start date and if parties agree on prolongation, each annual anniversary of the start date. Subscription tiers can be upgraded at any time for the remainder of the current Subscription term on a pro-rata basis payment, however, it is not possible to lower the Subscription tier during the current Subscription term. ScienceTrack reserves the right to calculate the total number of Authorized Users on a periodic basis, and, if such number exceeds Customer's current Subscription tier size, ScienceTrack reserves the right to invoice Customer for the tier that corresponds to the number of Authorized Users on a pro rata basis for the remaining months in Customer's then-current Subscription term.
- 5.4. Taxes. All fees and other amounts payable by the Customer are exclusive of taxes and similar assessments. Unless explicitly stated otherwise, the fees do not include VAT which shall be paid by the Customer on top of the stated amounts. Without limiting the foregoing, the Customer is responsible for sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by the Customer hereunder.
- 5.5. Payment. Customer shall make all payments via wire transfer based on an invoice with a 14 days due date from issuance of the invoice or through payment gateway, once such option is made available by ScienceTrack, and based on the terms and conditions of such third-party payment gateway provider which is usually available on its websites. In case of an invoice payment, the payment details shall be included on the invoice. ScienceTrack will issue and send the final invoice to the Customer after the order confirmation.
- 5.6. Fair Use Policy. Customer may use the Services only to the extent that is reasonable in relation to the ordered

Subscription tier and the amount of Authorized Users. Unless agreed otherwise, from the amount of Authorized Users, the Customer may have at most 3 official Administrators. The Customer is solely responsible for persons to whom the Customer assigns and grants rights of the Administrators and for all actions taken by such persons. Other limitations of use are listed in the feature list and Documentation. If the Customer intends to use the Services in excess of this amount, it shall order an upgrade in the Subscription tier, or if such upgrade is not available, contact ScienceTrack and negotiate in good faith with the intention to increase the amount. Unless the parties agree otherwise within 30 days of the day when the Customer is found to have used the Services in excess, the Customer will pay ScienceTrack the fees for such excessive use calculated as the amount of such excess in percentage multiplied by the fees of currently effective most expensive Subscription plan.

6. CONFIDENTIALITY

- 6.1. Confidential Information. In connection with the Agreement each party as a “**Disclosing Party**” may disclose or make available Confidential Information to the other party as a “**Receiving Party**”. “**Confidential Information**” is any information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing or even a content of test functions which are not yet officially released for all customers.
- 6.2. Exclusions. Confidential Information does not include information that:
- a) was known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with this Agreement;
 - b) was or becomes generally known by the public other than by the Receiving Party’s or any of its representatives’ noncompliance with this Agreement;
 - c) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- 6.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; and
 - b) except as may be permitted, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with the Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section 6; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth therein.
- 6.4. Compelled Disclosures. If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, the Receiving Party may disclose only that portion of the

Confidential Information that the Receiving Party is legally required to disclose. To the extent permitted by applicable law, the Receiving Party shall notify the Disclosing Party in writing of such requirement.

- 6.5. Term. Each Party's obligations under this Section 6 will last throughout the Agreement term and for five years thereafter; provided, however, with respect to any confidential information that constitutes a trade secret, such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such confidential information remains subject to trade secret protection under applicable law.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that execution of the Agreement by its representative has been duly authorized by all necessary corporate or organizational action of such party; and when executed and delivered by both parties, the Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party.
- 7.2. Customer Additional Warranties. Customer represents and warrants to ScienceTrack that it owns the necessary rights and consents relating to Customer Data so that, as received by ScienceTrack and processed in accordance with the Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.
- 7.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 7.1 OR IN THE RESPECTIVE PART OF THE ANNEX NO. 1 (IF OR AS APPLICABLE FOR THE RESPECTIVE SUBSCRIPTION TIER), ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, SCIENCETRACK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SCIENCETRACK MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, BE AVAILABLE OR OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICE, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN THE CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. Services does not replace the need to maintain regular data backups or redundant data archives. SCIENCETRACK HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

8. INDEMNIFICATION

- 8.1. ScienceTrack Indemnification. ScienceTrack shall indemnify the Customer from and against damages awarded against the Customer in a final non-appealable judgment arising out of any claim by a third party (other than an Affiliate of the Customer) that Customer's use of the Services in accordance with the Agreement infringes

such third party's copyrights. The foregoing obligation does not apply if the alleged infringement arises from:

- a) Third-Party Materials or Customer Data,
- b) access to or use of the Services in combination with any hardware, system, software, network, or other materials or service not provided by ScienceTrack or specified for Customer's use in the Documentation,
- c) failure to timely implement any measures made available to the Customer by or on behalf of ScienceTrack, or
- d) act, omission, or other matter described in Sections 8.2 a) – c).

8.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless ScienceTrack and ScienceTrack Affiliates, and each of its respective officers, directors, employees, and agents from and against any and all loss, damage, claim, action, judgment, settlement, interest, penalty, fine, costs, or expenses, including attorneys' fees and the costs of enforcing any right to indemnification hereunder incurred resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from:

- a) Customer Data, including any processing of it by or on behalf of ScienceTrack in accordance with the Agreement;
- b) Customer's breach of any representation, warranty, or obligation; or
- c) negligence or more culpable act or omission (including recklessness or willful misconduct) by any Customer or third party on behalf of any Customer, in connection with the Agreement.

8.3. Indemnification Procedure. Each party shall promptly notify the other party in writing of any action for which such party believes it is entitled to be indemnified. The party seeking indemnification ("**Indemnitee**") shall cooperate with the other party ("**Indemnitor**") at the Indemnitor's cost and expense. Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Indemnitor shall not settle any action without Indemnitee's prior written consent. If the Indemnitor fails or refuses to assume control of the defense of such action, Indemnitee shall have the right, but no obligation, to defend against such action, including settling such action, in each case in such manner and on such terms as the Indemnitee may deem appropriate. Indemnitee's failure to perform any obligations under this Section 8.4 will not relieve the Indemnitor of its obligations under this Section 8.

8.4. Sole Remedy. THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDIES AND SCIENCETRACK'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THE AGREEMENT INFRINGES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTY.

9. LIMITATION OF LIABILITY

- 9.1. EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, IN NO EVENT WILL THE SCIENCETRACK OR ANY OF ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER THE CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 9.2. CAP ON MONETARY LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF THE SCIENCETRACK AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED 100 % THE TOTAL AMOUNTS PAID TO THE SCIENCETRACK UNDER THE AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$4000, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. TERM AND TERMINATION

- 10.1. Term. Agreement shall terminate on the last date of any currently active Subscription. ScienceTrack shall send Customer a price quotation for the renewal of the Subscription at least two months prior to the expiration of the current Subscription term. Client shall pay the fee (and thus accept the renewal) for the next Subscription term no later than on the last day of the current Subscription term. If Client fails to pay the fee, the Agreement shall terminate at the end of the current Subscription term.
- 10.2. Termination. In addition to any other express termination right set forth in the Agreement:
- a) either party may terminate the Agreement effective on written notice to the other one, if the other one materially breaches the Agreement and such breach is incapable of cure, or remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach, and
 - b) ScienceTrack may terminate the Agreement, effective on written notice, if the Customer: (i) fails to pay any amount when due hereunder, (ii) breaches any obligations or restrictions under Sections 3 or 4, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes

subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, makes or seeks to make a general assignment for the benefit of its creditors; or applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.3. Effect. Upon expiration or termination of the Agreement, and except as expressly otherwise provided herein:

- a) any rights granted by ScienceTrack to the Customer hereunder will immediately terminate,
- b) ScienceTrack may destroy and permanently erase all Customer Data, provided that, for clarity, this obligation does not apply to any Resultant Data,
- c) Customer shall immediately cease all use of the Services and within 15 days, ScienceTrack may disable Authorized Users access to the Services,
- d) if Customer terminates the Agreement pursuant to Section 10.2 (a), Customer will be relieved of obligation to pay the Subscription fees attributable to the period after the effective date of such termination, in all other cases all fees that would have become payable had the Agreement remained in effect until expiration of the current Subscription term will become immediately due and payable, and Customer shall pay such fees, together with all previously accrued but not yet paid fees. The Customer will pay the amount on receipt of ScienceTrack's invoice therefor.

10.4. Surviving Terms. The rights and obligation of the parties in the Agreement that, by nature, should survive termination or expiration of the Agreement, will survive any expiration or termination of the Agreement.

11. FINAL PROVISIONS

11.1. Entire Agreement. Agreement constitutes parties sole and entire agreement with respect to its subject matter and supersedes all prior and contemporaneous agreements, with respect to such subject matter. In the event of a conflict between the documents constituting the Agreement, the documents shall apply in the following order:

- a) in case of online order: (i) Terms of Service, (ii) remaining documents in order of their appearance in the Terms
- b) in case of separate written order form: (i) Order Form, (ii) Terms of Service, (ii) remaining documents in order of their appearance in the Terms.

11.2. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under the Agreement, without prior written consent of the other party, provided that ScienceTrack may assign the Agreement as a whole without Customer's prior written consent to any ScienceTrack Affiliate.

11.3. Force Majeure. In no event will ScienceTrack be liable for any failure or delay in performance of the Agreement, when and to the extent such failure or delay is caused by any circumstances beyond its reasonable

control, including acts of God, flood, fire, earthquake, war, terrorism, cyber-attack (including DDoS), invasion, embargoes, strikes, passage of law, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. ScienceTrack may terminate the Agreement if a force majeure event continues for a period of 30 days or more.

- 11.4. Amendment. ScienceTrack may revise and update the Terms in its sole discretion in the following circumstances: (i) for the next Subscription term, provided that such changes are notified to the Customer at least 2 months before the end of the current Subscription term; (ii) at any time during the current Subscription term if such changes do not materially reduce the quality or scope of the Services provided to the Customer; or (iii) at any time to comply with applicable laws or decisions of public authorities. All changes will be notified to the Customer by email or by an announcement in the Service. If the Customer does not agree to a change under point (i), the Customer may terminate the Agreement by delivering written notice to ScienceTrack prior to the start of the next Subscription term. If the Customer does not agree to a change under points (ii) or (iii), the Customer may terminate the Agreement effective on 30 days' notice, which shall commence on the first day of the calendar month following the delivery of the written notice, provided that the notice must be delivered to ScienceTrack within 30 days from the notification of such change. In the event of notice under this section, the then current terms of service shall apply for the duration of the notice period. Continued use of the Service following the date of effectiveness of the change means that the Customer accepts and agrees to the changes.
- 11.5. Notices. The requirement of written form is met if the electronic text with a simple electronic signature is delivered to the e-mail address of the other party, or by other electronic means agreed by the parties.
- 11.6. DSA. As the Services may partly fall under the European *Digital Services Act* some of the respective rights and obligations are listed as an integral part of this Terms in its Annex. no. 2.
- 11.7. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, parties shall negotiate in good faith to modify the Agreement so as to effect the original intent to the greatest extent possible.
- 11.8. Governing Law; Submission to Jurisdiction. Agreement is governed by and construed in accordance with the internal laws of Czech Republic without giving effect to any choice or conflict of law provision. Any legal suit, action, or proceeding arising out of or related to the Agreement will be instituted exclusively in the courts of the Czech Republic, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Annex no. 1 to the Terms of Service – SLA, Support and Maintenance

1. INTRODUCTION

- 1.1. **"First Response Time"** means the time between the moment an Incident ticket is issued and ScienceTrack responds to it to the Customer for the first time with confirmation of receipt of the Incident ticket.
- 1.2. **"Incident"** is a problem with Services that is caused by an issue directly on the side of ScienceTrack. Incidents do not include problems in connection with any of the Exemptions.
- 1.3. **"Exemption"** means any of the following:
- a) planned outage (possibly every weekend between Saturday 8:00 p.m. and Sunday 10:00 a.m., or at any other time with at least 3 days prior notice),
 - b) reduced performance or temporary unavailability of a certain function of Services that does not have a material impact on the use of the Services as a whole,
 - c) acts or omissions by the Customer that are not in accordance with the Agreement or ScienceTrack's instructions, including improper use of Services or with some modifications not recommended by ScienceTrack,
 - d) unavailability caused by any Customer system or Third-Party Material, including failure, interruption, outage, or other problem with any software, hardware, system, telecommunications service, network, internet, equipment, cable, or line interruptions;
 - e) problems caused by a third party, force majeure event or other factor beyond the control of ScienceTrack.

2. SUPPORT AND MAINTENANCE

- 2.1. Support and Maintenance. ScienceTrack shall provide the Customer with support and maintenance of the Services, which (based on the chosen Subscription tier) shall either be included in Services or provided as a paid option:
- a) Incident resolution and HelpDesk support in the manner described in Article 3
 - b) Regular data back-up
 - c) Regular update of Services
 - d) Authorized Users onboarding
 - e) Initial Data import

- f) Interactive tutorials
- g) Online consultations
- h) Extra Services Modules

2.2. Fee. Whether the activity is included in the price of the chosen Subscription tier or not shall be stated in the feature list or this Annex no. 1. More detailed description of support and maintenance activities shall be provided in Documentation.

3. AVAILABILITY AND INCIDENT RESOLUTION

3.1. Availability. As part of the Services, ScienceTrack shall maintain an annual Service Availability level measured over each Subscription term. Service Availability is calculated by dividing the total time the Services are actually available to the Customer during the Subscription term by the total hours in the relevant Subscription term (in both cases excluding time under Exemptions from the count) and multiplied by 100 to get the percentage. If ScienceTrack fails to meet the Service Availability level, it shall provide appropriate discount as specified below in this Article 3. Based on the chosen Subscription tier, the following Service Availability levels shall apply:

Subscription tier	Service Availability
Professional	99 %
Ultimate 4,000 / 6,000 / 8,000 / 10,000 / 10,000 +	99,5 %

3.2. Incidents resolution. As part of the Services, ScienceTrack shall use reasonable skill and care, in accordance with its *best effort*, to attempt to resolve the Incident. The Customer acknowledges that while ScienceTrack endeavours to address or mitigate the Incident, it does not guarantee that the Incident will be resolved within a specific time frame or that it will be resolved at all. In addition, ScienceTrack may troubleshoot issues unrelated to the Services or related to Exemptions for which ScienceTrack is not responsible. In these cases, however, the agreed SLA or sanctions for their violation will not apply.

3.3. Incident reporting. The Customer may report Incidents through tickets in the HelpDesk or online form provided by ScienceTrack. When reporting Incidents, all information marked in the HelpDesk or online form as mandatory should be provided. Usually, the following information may be requested as mandatory:

- a) identification of the Customer
- b) identification of the part of Services where issue occurred
- c) the time of the problem and a detailed description of the problem

- d) operating system used and its version, website browser used and its version
 - e) a description of the steps that led to the replication of the Incident and the measures taken to prevent the Incident
 - f) screenshot, displayed error messages, and other diagnostic information.
- 3.4. Completeness. The Incident ticket does not cause the First Response Time to run if:
- a) it is not complete - does not contain all the required mandatory information,
 - b) was issued by Authorized User other than Administrator.

ScienceTrack may request any additional information, documents, or other materials from the Customer that it deems necessary for its effort to resolve the ticket. ScienceTrack may also ask the Customer's Administrators to confirm a ticket if it was submitted by the User. The First Response time will be suspended until the Customer provides the required information and documentation or provides confirmation of the ticket by the Administrator.

- 3.5. Response. Provided that the Customer allows ScienceTrack to respond and that the problem is not caused as a result of any of the Exemptions, ScienceTrack will respond to the Incident report within the First Response Time based on the Customer's Subscription tier. All hours run only during working hours (9:00-17:00 on work days under the Czech calendar and laws). The times for each Subscription tiers are as follows:

Subscription tier	First Response Time
Professional	5 business days
Ultimate 4,000 / 6,000 / 8,000 / 10,000 / 10,000 +	2 business days

- 3.6. Discount. If ScienceTrack fails to meet the requirement for the First Response Time or the guaranteed Service Availability, it shall provide the Customer with a discount in the amount calculated according to the following formulas. The discount is calculated from a Subscription annual fee:

Subscription tier	Discount for failed First Response Time	Discount for failed Service Availability
Professional	1 % for each day of delay with the First Response Time	2 % for each 0,5 % under the guaranteed Service Availability
Ultimate 4,000 / 6,000 / 8,000 / 10,000 / 10,000 +	2 % for each day of delay with the First Response Time	4 % for each 0,5 % under the guaranteed Service Availability

3.7. Applying the discount. A condition for the provision of the discount is the notification of the request by the Customer with the subject "*Discount for non-compliance with the SLA*". The request must be delivered to ScienceTrack no later than 7 days from the:

- a) end of the month in which the alleged non-compliance with the First Response Timer occurred
- b) end of the Subscription term in which the alleged non-compliance with the Service Availability occurred.

The request must contain documentation that demonstrates non-compliance with the First Response Time or Service Availability. Any discount will be applied to invoice for the Subscription term following the Subscription term in which the non-compliance occurred. If no further term follows due to the termination of the Agreement, the discount will be forfeited without compensation or other right from defective performance.

3.8. Exclusivity. In total, ScienceTrack provides a discount up to a maximum of 50 % of the annual Subscription fee. The discount is the exclusive remedy for non-compliance with the SLA agreed in this contract and the Customer may not assert any other or other types of claims for defective performance, discounts or damages.

Annex no. 2 to the Terms of Service - DSA

As the Services may partly fall under the European *Digital Services Act* the following rights and obligations apply:

Customer Data

Customers may upload some Customer Data during the use of Services.

Each Customer is solely responsible for all Customer Data they provide. By uploading Customer Data, the Customer affirms that it has the necessary rights to do so and that the act of uploading or use of such content does not violate any laws or infringe anyone else's rights.

Customer Data may be protected by copyright or other intellectual property rights. Such rights remain with the Customer; ScienceTrack does not claim ownership. However, by uploading Customer Data through the Services, the Customer grants ScienceTrack a free, non-exclusive, worldwide, and unlimited license (both in territory and quantity) to use it for the extent necessary for provision of the Services and for the duration of this Agreement.

Customer Data Guidelines

The Customer must not upload or share any Customer Data that violates applicable law or these Terms. Below are specific examples of prohibited content:

- **Copyright/Intellectual Property Infringement.** The Customer may not upload copyrighted material unless they have the author's permission.
- **Violation of Personal Rights, Reputation, or Data Privacy.** Content that is defamatory, demeaning, or constitutes an unjustified invasion of someone's privacy is prohibited.
- **Banned services or activities.** If some Customer's services or activities are illegal, the Services shall not be used for it.
- **Content Contradicting Government Rulings.** If a government authority explicitly bans or restricts something, the Customer may not upload it to ScienceTrack.
- **Offensive Language and Pornography.** ScienceTrack reserves the right to remove content deemed overly vulgar or sexually explicit, or anything else considered inappropriate.
- **Incitement of Violence or Hatred.** Any content calling for hatred or aggression toward a group or individual based on gender, ethnicity, nationality, language, religion, political views, age, sexual orientation, etc. is strictly prohibited.
- **Terrorism, Child Pornography, Racism, or Xenophobia.** ScienceTrack forbids the dissemination of anything that could be considered criminal (e.g., endorsing terrorism, creating/distributing child pornography, promoting racial or xenophobic hatred, etc.).
- **Unjustified Violence.** Gruesome or graphic depictions of extreme violence with no clear relevance are not

allowed.

- **Glorification of Crime or Self-Harm.** Endorsing criminal activities or self-harm is absolutely forbidden.
- **Harassment, Threats, or Stalking.** Content that intimidates or harasses another is not permitted.
- **Endorsement of Cybercrime.** Any promotion of hacking, phishing, or malware is strictly disallowed.

ScienceTrack's attitude towards Customer Data

ScienceTrack is not liable for any Customer Data. Customer Data uploaded by a Customer are Customer's responsibility. ScienceTrack plays a neutral, passive role: it does not systematically review or judge content's legality prior to its upload nor afterwards. However, if ScienceTrack becomes aware that certain content violates the law or these Terms, it may, in its discretion, remove or hide the content promptly.

Notice and Action

If anyone deems that Services contain content they believe to be illegal (e.g., infringing copyright or spreading hateful material), the person should notify ScienceTrack at support@sciencetrack.org or via the contact form on the Website. In such case the person is encouraged to provide:

- the specific URL or link where the content is found,
- a concise explanation of what makes the content unlawful or problematic,
- their contact information (if a follow-up is requested), and
- a statement confirming that they have a good-faith belief the information and allegations are accurate and complete.

When ScienceTrack receives a notice about allegedly illegal content, it will acknowledge receipt (if an email address is provided) and perform an initial assessment. If the content is clearly unlawful or violates these Terms, ScienceTrack may remove or disable it immediately. Further actions may include limiting the content's visibility in search, suspending or terminating the Customer's use of the Services, or suspending or terminating the Agreement or access rights of specific Authorized Users. After evaluating a notice, ScienceTrack will inform the reporting party of its decision (for example, whether the content was removed or deemed permissible).