

## AGREEMENT FOR SERVICES

This Services Agreement (“Agreement”), effective as of December 5 2022, is entered into by and between the Center for Open Science, a Virginia corporation with its principal place of business at 210 Ridge McIntire Rd, Suite 500 Charlottesville, VA 22903 (“Company”), whose mission is to increase openness, integrity and reproducibility of research and MediArxiv, in affiliation with Open Access in Media Stud with its principal place of business at 331 Prospect Ave., Bethlehem, PA 181018 (“Client”). Client and Company hereby agree as follows:

1. Services. Company agrees to provide the services (“Services”) for the Client described in Exhibit A. Company shall perform the Services in accordance with the terms of this Agreement. Client agrees to the obligations and terms defined in this Agreement as well as the [Terms of Use](#) and [Privacy Policy](#) that governs all use of the Open Science Framework (OSF). Client and/or any Authorized User may request changes in writing to an Order, in which case Company will evaluate the request, and if necessary, the parties will agree in writing as an addendum to the Agreement on revised timelines and fees in connection with such request. Company may reject any Services that do not comply with the terms of this Agreement, COS’s Terms of Use and Privacy Policy, or do not otherwise meet Company’s reasonable quality standards. Company will provide technical support to Users through direct contact requests to [support@osf.io](mailto:support@osf.io) and support documentation available at [help.osf.io](https://help.osf.io) regarding any issues with the Service. and shall provide a response to any issue within three (3) business day.

2. Fees and Expenses. Client will pay Company for Services in accordance with the applicable Order, as detailed in Exhibit A. Company shall submit invoices to Client no later than thirty (30) days after a fully executed agreement. Invoices shall be accompanied by documentation to allow Client to verify Services. Client shall make payment on undisputed invoices within sixty (60) days after receipt thereof.

3. Intellectual Property. Client acknowledges that nothing shall enlarge or restrict the rights of COS or its agents to acquire, develop and maintain the OSF and any collective rights therein. COS maintains the right, title, and interest to the OSF, and all related copyrights, databases, metadata, trademarks, trade names, domain and other intellectual property rights currently in existence or later developed, with the exception of the rights to the Researcher-owned content hosted on the OSF and any associated copyrights. Client owns its respective copyrights, trademarks, and intellectual property rights. Client at its sole expense is responsible for maintaining any custom domain names and addresses related to the Service. Client releases Company from any restriction to use approved Client marks on the Service and for marketing and promotion of its Services. All content on the OSF is governed by the Terms of Use.

4. Resolution of Services. The branded Service pages will remain for the duration of the Agreement. The decision by either Client or Company to discontinue or terminate the Service will result in the removal of the Service, including removal of the branded Service landing and discovery pages, and discontinuation of the affiliation with the Service through single

sign-on (when applicable), branding, logos, colors, and domain. The OSF content posted by users to the Service will remain available on the OSF platform. The removal of Service will be at the convenience of Company, not to exceed six months beyond discontinuation or termination of the Agreement.

5. Confidentiality. Client agrees to adhere to the [Privacy Policy](#) which governs the Service and treat the identity of and information relating to customers, prospects, vendors, affiliates and employees that Client develops, learns or obtains in connection with the Services, or that are received by or for Company in accordance with the [Terms of Use](#).

6. Warranty and Disclaimer. Company represents and warrants that: (a) the Services will be performed in a professional manner; (b) none of the Services or any part of this Agreement is or will be inconsistent with any obligation Client or Company may have to others; (c) all work under this Agreement shall be Company’s original work and none of the Services or Work Products or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity; (d) Company and Client have the full right to provide the other party with the assignments and rights provided for herein; and (e) Company will not disclose to Client or use for its benefit any trade secret or proprietary or confidential information of any third party. Client shall indemnify, defend and hold Company harmless from and against any and all claims, demands, actions, suits, proceedings, judgment, settlement amounts, losses, liabilities, costs, fees and expenses (including attorney’s fees) incurred by Company in connection with Client’s breach of any of the foregoing representations and warranties. Except as expressly set forth in this agreement, Company makes no other warranties, express or implied, with respect to any subject matter of this Agreement.

7. Term and Termination. This Agreement shall commence on the Effective Date and will remain in effect for a period of one (1) year. Either party may terminate this Agreement upon a material breach of any provision of this Agreement that is not cured within thirty (30) days after notice thereof. Sections 3, 4, 5, 6, 7, 8, 9, 10, 11 and 13 of this Agreement, accrued rights to payment and any remedies for breach of this Agreement shall survive any termination or expiration.

8. Independent Contractors. Notwithstanding any provision hereof, for all purposes of this Agreement, each party shall be and act as an independent contractor and not as a partner, joint venturer, employer, employee or agent of the other and shall not bind nor attempt to bind the other to any contract. Client is

an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort. Client shall indemnify, defend and hold Company harmless from and against any and all claims, demands, actions, suits, proceedings, judgment, settlement amounts, losses, liabilities, costs, fees and expenses (including attorney's fees) incurred by Company in connection with any alleged failure by Client to satisfy any such obligations.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia without regard to its conflicts of law provisions. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts located in Virginia having jurisdiction over Company's principal office, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

10. Remedies. Client acknowledges and agrees that in the event of any breach or threatened breach of Section 3 or 4, Company will follow the process as stated in the [Terms of Use](#) and [Privacy Policy](#) and be limited by the liability limitations therein.

11. Notice. Any notice required or permitted to be given hereunder will be effective upon receipt and shall be given in writing, in English and delivered in person, via established express courier service (with confirmation of receipt), confirmed e-mail or registered or certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses given herein or at such other address designated by written notice.


12. Assignment. Company will uphold obligations of assignment as stated in the [Terms of Use](#). Client may not subcontract, delegate, assign or otherwise transfer any rights or

obligations under this Agreement without the prior written consent of other party, provided, however, that either party may assign this Agreement in connection with any sale of substantially all of its business to which this Agreement relates, whether by sale of stock or assets, merger, consolidation or otherwise. Any assignment, delegation or transfer in violation of the foregoing shall be void and of no effect. This Agreement will be binding upon, and inure to the benefit of the successors, representatives and permitted assigns of the parties.

13. Miscellaneous. This Agreement, including Exhibit A, the [Terms of Use](#), and the [Privacy Policy](#) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter of this Agreement (and all past dealing or industry custom). Headings are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. No change, consent or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of a party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.


IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CENTER FOR OPEN SCIENCE

By:   
Name: Nicole (Nici) Pfeiffer  
Title: Chief Product Officer

12 / 05 / 2022

MEDIARXIV

By:   
Name: Jefferson Pooley  
Title: Co-lead, MediArXi

12 / 06 / 2022

**EXHIBIT A**  
**PREPRINT SERVICES**

**Business Contact:** The following individual will be the main contact for the purposes of this Agreement:

**CENTER FOR OPEN SCIENCE**

**MEDIARXIV**

Name: Nici Pfeiffer	Name: _____
Address: 210 Ridge McIntire Rd, Suite 500	Address: _____
City: Charlottesville	City: _____
State, Zip: VA, 22903	State, Zip: _____
Country: USA	Country: _____
Email: nici@cos.io	Email: _____

**Billing Contact:** If different from above, the following individual will be the primary contact for billing and payment matters:

**CENTER FOR OPEN SCIENCE**

**MEDIARXIV**

Name: Whitney Wissinger	Name: _____
Address: 210 Ridge McIntire Rd, Suite 500	Address: _____
City: Charlottesville	City: _____
State, Zip: VA, 22903	State, Zip: _____
Country: USA	Country: _____
Email: whitney@cos.io	Email: _____

**Select Service:**

- ☒ OSF Preprints
- ☐ OSF Collections
- ☐ OSF Registries
- ☐ OSF Institutions

**Additional Services:**

- ☐ Additional storage. Amount \_\_\_\_\_
- ☐ Custom features. Describe: \_\_\_\_\_
- ☐ Training in Open & Reproducible Practices

Fee Schedule	Yearly submission rate						
Number of papers*	0 to 100	101 to 500	501-1,000	1,001 to 3,000	3,001 to 5,000	5,001 to 10,000	10,001+
Annual Price	\$999	\$3,999	\$6,999	\$11,999	\$17,999	\$24,999	Negotiated

Total Cost of Service <sup>#</sup>	\$1,958	\$7,837	\$13,046	\$23,514	\$30,796	\$48,989	
COS Subsidy	\$959	\$3,838	\$6,047	\$11,515	\$12,797	\$23,990	

Per the attached email, COS will honor the paper submission rate of 0-100 papers through July 2023. MediArxiv will submit the initial payment of \$500 USD upon signing this agreement and will submit payments of \$749 USD on or before January 31 and July 31, 2023 to satisfy service through the annual review period. During the annual review period in July, if the actual submission rate is more than 100 papers, then the fee will elevate to the next tier and the entire difference will be added to the following year's fees.

Subsequent service fees will be based on the total number of accepted submissions posted from July 1 to June 30 of the previous year (e.g., 2024 pricing set on accepted submission counts per service from July 1, 2023 to June 30, 2024).

#### Remittance Schedule

- Initial payment due upon executed agreement
- Subsequent payments due on January 31 and July 31

Fee Due at time of execution: \$ 500.00 USD

Fee Due on January 31, 2023: \$ 749.00 USD

Fee Due on July 31, 2023: \$749.00 USD

**Total Service Fee through July 2023: \$1,998.00 USD**

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Whitney Wissinger &lt;whitney@cos.io&gt;

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**Re: Checking in**

8 messages

**Nici Pfeiffer** <nici@cos.io>

Mon, Nov 28, 2022 at 5:36 PM

To: Jefferson Pooley &lt;jeffersonpooley@muhlenberg.edu&gt;, Whitney Wissinger &lt;whitney@cos.io&gt;

Cc: Jeroen Sondervan &lt;jsondervan@gmail.com&gt;

Hi Jeff and Jeron.

Apologies for the delayed response, we were out for Thanksgiving. This is indeed great news, and I appreciate the update. I am fine with the split payments but will also loop in my colleague Whitney Wissinger, Senior Business Manager to weigh in on the feasibility from an agreement and bookkeeping standpoint.

Best,

Nici

On Wed, Nov 23, 2022 at 1:29 PM Jefferson Pooley &lt;jeffersonpooley@muhlenberg.edu&gt; wrote:

Dear Nici,

We are writing with both an apology and good news: Pending approval by our Steering Committee, we have opted to stay with the Center for Open Science/OSF. We are thrilled about the multimedia support and your flexibility about the 101st paper marginal cost issue.

We realize that our exploration of other platforms has led to us falling into arrears, without a contract. Would it be possible for us to structure our payments so that we pay \$500 this calendar year, and \$1500 next year? Please let us know; we are happy to meet if that makes things easier.

Jeff and Jeroen

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**Whitney Wissinger** <whitney@cos.io>

Tue, Nov 29, 2022 at 10:17 AM

To: Nici Pfeiffer &lt;nici@cos.io&gt;, Jeroen Sondervan &lt;jsondervan@gmail.com&gt;, Jefferson Pooley &lt;jeffersonpooley@muhlenberg.edu&gt;

Hello All,

Wonderful news! We can certainly work with you to make the agreement and payment schedule fit your needs. Give me a little time to compile documents and I will send you the agreement to review this afternoon.

Thank you,

Whitney

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—

Whitney Wissinger  
Senior Business Manager  
Center for Open Science  
<https://cos.io/>

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**Jefferson Pooley** <jeffersonpooley@muhlenberg.edu>

Tue, Nov 29, 2022 at 10:24 AM

To: Nici Pfeiffer &lt;nici@cos.io&gt;, Jeroen Sondervan &lt;jsondervan@gmail.com&gt;, Whitney Wissinger &lt;whitney@cos.io&gt;

Excellent—thanks so much, Whitney!

Jeff

[Quoted text hidden]

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**Whitney Wissinger** <whitney@cos.io>

Tue, Nov 29, 2022 at 4:06 PM

To: Jefferson Pooley &lt;jeffersonpooley@muhlenberg.edu&gt;

Cc: Jeroen Sondervan &lt;jsondervan@gmail.com&gt;

Hello Jefferson,

Please allow a bit more time to get the agreement sent out to you. I updated the terms to align with the agreed upon fees and schedule and am holding on approval. Once approved I will send it to you.

Thank you,

Whitney

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**Nici Pfeiffer** <nici@cos.io>

Wed, Nov 30, 2022 at 11:28 AM

To: Jefferson Pooley &lt;jeffersonpooley@muhlenberg.edu&gt;

Cc: Jeroen Sondervan &lt;jsondervan@gmail.com&gt;, Whitney Wissinger &lt;whitney@cos.io&gt;

Hi Jeff and Jeron.

A quick question for you, in the agreement we are putting together it will say that the \$500 payment will be due to COS upon executing the agreement with net 60 terms (typical terms for COS). However, I wasn't sure about how you expected to pay the \$1,500 in 2023. Would you be paying all Q1 2023, or something different like quarterly payments? Let us know what will work best and we should be able to accommodate.

Best,

Nici

On Tue, Nov 29, 2022 at 10:25 AM Jefferson Pooley &lt;jeffersonpooley@muhlenberg.edu&gt; wrote:

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**Jefferson Pooley** <jeffersonpooley@muhlenberg.edu>

Thu, Dec 1, 2022 at 9:13 AM

To: Nici Pfeiffer &lt;nici@cos.io&gt;

Cc: Jeroen Sondervan &lt;jsondervan@gmail.com&gt;, Whitney Wissinger &lt;whitney@cos.io&gt;

Thanks Whitney! Can we do biannual payments in Quarter 1 and Quarter 3?

Best, Jeff (for Jeroen)

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**Whitney Wissinger** <whitney@cos.io>

Thu, Dec 1, 2022 at 11:18 AM

To: Jefferson Pooley &lt;jeffersonpooley@muhlenberg.edu&gt;

Cc: Nici Pfeiffer &lt;nici@cos.io&gt;, Jeroen Sondervan &lt;jsondervan@gmail.com&gt;

Hello Jeff,

Sure! Does the below fee schedule align with your expectations?

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Fee Due at time of execution: \$ 500.00 USD

Fee Due by January 31, 2023: \$ 749.00 USD

Fee Due by July 31, 2023: \$749.00 USD

Total: \$1,998.00 USD

[Quoted text hidden]

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**Jefferson Pooley** <jeffersonpooley@muhlenberg.edu>

Thu, Dec 1, 2022 at 11:22 AM

To: Whitney Wissinger &lt;whitney@cos.io&gt;

Cc: Nici Pfeiffer &lt;nici@cos.io&gt;, Jeroen Sondervan &lt;jsondervan@gmail.com&gt;

Yes, perfect! Thanks, Jeff

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Title	Agreement for Preprint Service: MediArXiv
File name	[2022] AGREEMENT ...S - MediArxiv.pdf
Document ID	668cb66f937bd1daba1c691e3908102d8d20ea5a
Audit trail date format	MM / DD / YYYY
Status	● Signed

## Document History



**12 / 05 / 2022**  
15:20:53 UTC

Sent for signature to Jefferson Pooley (jeffersonpooley@muhlenberg.edu) and Nici Pfeiffer (nici@cos.io) from whitney@cos.io  
IP: 107.139.170.162



**12 / 05 / 2022**  
15:55:54 UTC

Viewed by Nici Pfeiffer (nici@cos.io)  
IP: 73.40.50.2



**12 / 05 / 2022**  
15:56:10 UTC

Signed by Nici Pfeiffer (nici@cos.io)  
IP: 73.40.50.2



**12 / 06 / 2022**  
15:31:59 UTC

Viewed by Jefferson Pooley (jeffersonpooley@muhlenberg.edu)  
IP: 192.104.181.241



**12 / 06 / 2022**  
15:32:27 UTC

Signed by Jefferson Pooley (jeffersonpooley@muhlenberg.edu)  
IP: 192.104.181.241



COMPLETED

**12 / 06 / 2022**  
15:32:27 UTC

The document has been completed.