IT2022 Terms and Conditions

**AGREEMENT ON SERVICES DELIVERED VIA DATA NETWORK**

**1 OBJECT OF AGREEMENT**

The Customer and the Supplier specified below have agreed in accordance with the Terms and Conditions of this Agreement on Services Delivered via Data Network (hereinafter “Software Service”).

**2 CONTRACTING PARTIES AND CONTACT PERSONS**

Customer: Upvest GmbH

Business identity code: HRB 190785 B, VAT#: DE315014058

Customer’s address: Upvest GmbH, Schlesische Str. 33/34, 10997 Berlin, Germany

Customer’s contact person: Geoffrey Teale

Supplier: Doctave Oy

Business identity code: 3215500-7, VAT#: FI32155007

Supplier’s address: Luotsikatu 14 C 28, 00160 Helsinki, Finland

Supplier’s contact person: Niklas Begley

Each Party shall without undue delay inform the other Party in writing of any change regarding its contact person. The contact person is not authorised to agree on changes to this Agreement.

**3 SOFTWARE SERVICE**

**3.1 Software Service constituting the object of the delivery**

The Supplier provides a documentation platform, Doctave (The Platform), for writing, maintaining, and hosting technical documentation online, such as API references and written guides. The platform is still in active development, but The Supplier is willing to work in close collaboration with early customers to develop the platform, by giving them early access as part of a Beta Program.

**3.2 Deployment date of the Software Service**

The Customer will be given access to The Platform upon signing this agreement.

**3.3 Right of use for the Software Service**

The Customer’s right to use the Software Service is specified in accordance with the IT2022 ETP

Special Terms and Conditions for Services Delivered via Data Network annexed to this Agreement.

**3.4 Specification of the Customer’s material**

The Customer’s material has been specified in accordance with the IT2022 ETP Special Terms

and Conditions for Services Delivered via Data Network annexed to this Agreement.

**3.5 Specification of the Supplier’s material**

All such material disclosed or made available to the Customer by the Supplier for the purpose of

using the Software Services that has not been specified as the Customer’s material, shall be the

Supplier’s material.

**3.6 Training of the Customer’s personnel**

Doctave can provide training during the period of this agreement, as required. The Customer may ask for specific training via email.

**3.7 Support relating to the deployment of the Software Service**

Support concerning the deployment of the Software Service has been agreed in accordance with

the IT2022 ETP Special Terms and Conditions for Services Delivered via Data Network annexed to

this Agreement.

**3.8 Data security, processing of personal data and backup**

Data security has been agreed in accordance with the IT2022 Terms and Conditions annexed to

this Agreement.

Processing of personal data has been agreed in accordance with the IT2022 EHK Special Terms

and Conditions for the Processing of Personal Data annexed to this Agreement.

Backup procedures have been agreed in accordance with the IT2022 Terms and Conditions

annexed to this Agreement.

**4 PRICES AND PAYMENT TERMS**

**4.1 Recurring charges and services covered by recurring charges**

The recurring charges will be 500 EUR / month (+VAT).

**4.2 Separately charged services**

Other services not covered by the recurring charges and invoiced separately shall be charged for by the Supplier in accordance with Supplier’s current price list.

**4.3 Payment terms**

The Supplier shall invoice recurring charges in arrears monthly.

The Supplier shall invoice the services not covered by the recurring charges and other charges in

arrears monthly.

**5 VALIDITY OF AGREEMENT**

**5.1 Term of the Agreement**

This Agreement shall remain in force until further notice, until the end of the Doctave Beta Program.

The period of notice for the Customer is 7 days.

The period of notice for the Supplier is 30 days.

The period of notice shall be calculated from the last day of the month during which the notice of termination has been given.

**5.2 Returning the Customer’s material to the Customer**

The returning of the Customer’s material has been agreed in accordance with the IT2022 ETP

Special Terms and Conditions for Services Delivered via Data Network annexed to this Agreement.

**5.3 Supplier’s termination assistance**

The Supplier’s termination assistance has been agreed in accordance with the IT2022 ETP Special

Terms and Conditions for Services Delivered via Data Network annexed to this Agreement.

**6 SUBCONTRACTING**

In accordance with the IT2022 YSE General Terms and Conditions annexed to this Agreement.

**7 CONFIDENTIALITY**

In accordance with the IT2022 YSE General Terms and Conditions annexed to this Agreement.

**8 LIABILITY FOR DAMAGES AND LIMITATION OF LIABILITY**

Liability for damages of the processing of personal data has been specified in the IT2022 EHK

Special Terms and Conditions for the Processing of Personal Data in Section 9.

**9. Place of jurisdiction and applicable law**

Notwithstanding Clause 14 of the IT2022 - YSE General Terms and Conditions, the following shall

apply: The Agreement shall be governed by the laws of Germany. Any dispute, controversy or

claim arising out of the agreement shall be resolved by the courts of Berlin.

**10. Open Source Software and third party cloud infrastructure**

Doctave may use or include third party open source software, files, libraries or components that may be distributed to Upvest and are subject to third party open source license terms. A list of such components can be provided upon request and may be updated from time to time by Upvest.

Upvest acknowledges that the Doctave uses third party cloud infrastructure services in order to

provide the Doctave platform.

**Liability of Doctave**

The aforementioned part of the contract (delivery or provision software service) is made available at a charge and excludes all affected legal framework conditions of a gift. Doctave, who may use open source, files, libraries, components or third party cloud infrastructure in his work, undertakes to deliver a defect-free product. This mainly refers to all agreed technical functions as well as all used open source, files, libraries, components or third party cloud infrastructure. Upvest excludes any liability for licence violations, since at the time of delivery and provision neither all licences/tools used nor source code parts can be viewed transparently. Doctave shall be solely responsible for ensuring that the delivery is free of defects. Any changes must be reported to Upvest immediately.

**Copyleft**

Copyleft is the obligation to pass on further developments of the software only under the same conditions of the original licence. This mechanism is intended to ensure that open source software is further developed and the result is made available to the public just as "freely". Those who profit from open source software should also place their own developments under the open source licence. In concrete terms, users can thus be forced to disclose the source code of their own development due to the copyleft clauses. This approach is therefore not suitable for every software project. A well-known licence with a strict copyleft clause is, for example, the GPLv3. Other licence types, however, provide for weaker copyleft clauses or none at all.

Upvest excludes the use of copyleft and prohibits Doctave from doing so because the delivery or provision object is used commercially and the associated source code is to be treated confidentially.

**Duties of Doctave with regard to open source, files, libraries, components or third party cloud infrastructure**

The examination of the licence conditions is also relevant for the assessment of any liability risks. Depending on the type of licence selected, a breach of the licence conditions can lead to the automatic termination of the rights of use granted and thus give rise to copyright claims and entail criminal consequences. Such far-reaching legal consequences may be provided for in licence conditions with copyleft clauses in particular. However, even in the case of less strict conditions, it must be taken into account that any breach of licence can be enforced by the author as a breach of contract with general claims under the law of obligations. Doctave undertakes to deliver a product that is free of defects under licensing law.

**11 OTHER PROVISIONS**

The Beta Program will run until the Supplier deems The Platform ready for public release, at which time, The Customer will have to have a new valid Doctave subscription to continue using the platform.

The Customer is under no obligation to continue using The Platform after the Beta Program.

If The Customer chooses to continue using The Platform after the Beta Program, they will be given a 70% discount on their subscription for a period of 3 years starting from the date they begin their subscription.

Asynchronous communication will happen via email and Slack, using the existing shared channel in The Customer’s Slack workspace.

Doctave is a young company and it is important for its early growth to be able to present successful users of The Platform. If The Customer continues to use Doctave after the Beta Program, they agree to be a named reference customer and provide a written testimony of their experience of using The Platform.

To help The Supplier successfully build a first class product, The Customer agrees to provide feedback to The Supplier about their experiences using The Platform during the Beta Program. The Customer is also encouraged to inform The Supplier about features they would like to see added to The Platform.

**12 ANNEXES OF AGREEMENT AND ORDER OF PRIORITY**

**12.1 The following annexes form an integral part of this Agreement (please number the annexes):**

None

**12.2 The following IT2022 Terms and Conditions also form an integral part of this Agreement:**

IT2022 EHK Special Terms and Conditions for the Processing of Personal Data

IT2022 ETP Special Terms and Conditions for Services Delivered via Data Network

IT2022 YSE General Terms and Conditions

**12.3 The order of priority of documents relating to this Agreement is as follows:**

1. This Agreement.
2. Annexes to this Agreement other than the IT2022 Terms and Conditions. In case of discrepancy between these annexes, the annex with a smaller number shall prevail.
3. The special terms and conditions annexes of the IT2022 Terms and Conditions annexed to this Agreement.
4. IT2022 YSE General Terms and Conditions.

**13 COPIES AND SIGNATURES**

This Agreement has been executed in two identical copies, one for each Party.

Place and date Place and date

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Customer’s signature Supplier’s signature

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