

ConfTool GmbH – Hochrad 58 – D-22605 Hamburg

**AMIE – Multidisciplinary Educational Research Association**

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Your EU-VAT-No.: ES-G65658841

Hamburg, 8<sup>th</sup> October 2018  
Offer No.: 05071

## Offer and Agreement for the Use of ConfTool Pro

Dear Sir or Madam,

Following on from our previous e-mail correspondence with *Ms. Cristina Pulido*, we are pleased to offer you the software **ConfTool Pro**. ConfTool Pro is used for Web-based support in the organization of scientific meetings. Over the last few years, conferences of various sizes, symposia and workshops were successfully organized using the system.

**“AMIE – Multidisciplinary Educational Research Association”** (hereinafter referred to as “the Client”) is interested in using ConfTool Pro. ConfTool GmbH (hereinafter referred to as “the Supplier”) will provide ConfTool Pro to the Client for the preparation and organization of the **submission, reviewing and scheduling process** as well as **participant registration and management** of the event **“CIMIE19 – 8<sup>th</sup> Multidisciplinary International Congress of Educational Research”**, taking place at the University of Lleida from 4 – 5 July 2019. The organizers expect about 300 - 500 submissions and about 600 - 900 participants.

The event is non-commercial and the participation fees are less than € 100, the Client therefore pays a **reduced license fee**.

The system will be installed on a dedicated ConfTool server at a professional computer center in Germany. The database will be backed up at least eight times a day on two other servers. The system will be available from October 2018 until December 2019. License, installation, SSL/HTTPS transfer, as well as 1 hour of support for configuration and use of the system (primarily by e-mail) are included.

The Supplier will charge a basic fee of **€1,590.00 (no German VAT applies)** for this intra-community trade, the Client confirms that the **“reverse charge procedure”** applies).

The event has several tracks with different chairs who will have access to the submissions and reviews of their own area only. For that purpose, the **Track-Chair-Module** of ConfTool Pro will be included.

The Supplier will provide a **module** to link ConfTool Pro to the credit **card payment gateway ‘TPV Virtual’**. The acquirer and gateway accounts must be provided by the Client; for linking ConfTool Pro to the Client’s gateway, the Supplier will charge an additional fee of **€75.00** (without German VAT).

You will receive your invoice in December 2018; payment is due within four weeks of receipt of the invoice. Payment must be made via bank transfer, PayPal or credit card. Any costs incurred with the payment transaction have to be borne by the Client. Payment instructions will be included on the invoice.

The **basic fee already includes up to 1,150 participants**. If more than 1,150 participants take part in the event, an extra fee of **€1.25** (without German VAT) **per extra participant** will be charged after the event. This fee does not apply to *organizers* and *local volunteers* without participation fee.

After the event, the Supplier will contact the Client to request the final total number of participants. The Client will submit the final number of participants to the Supplier within 6 weeks after the event. If the Client does not submit

the final number within 3 months, ConfTool GmbH is entitled to charge a fee based on the estimated number of participants as listed in this offer or the number of registrations in the ConfTool installation of the Client.

The above fees will be charged after the event in August 2019. Payment is due within four weeks of receipt of the invoice. Payment must be made via bank transfer, PayPal or credit card. Any costs incurred with the payment transaction have to be borne by the Client. Payment instructions will be included on the invoice.

Further assistance and individual modifications to the source code will be charged at €84.00 per hour (without German VAT). **Additional** costs are currently not envisaged but the Client will be informed beforehand if additional charges will be incurred for any currently unforeseen extra work.

### ***Limitation of Liability and Terms and Conditions***

Within the scope of the following regulations, the Supplier guarantees that ConfTool Pro contains no defects which could significantly reduce the value or restrict the suitability of the provided system with normal use. The warranty does not apply for negligible defects. This warranty does **not** cover "desirable" characteristics, functions or capabilities of the provided system which are not available at the time of conclusion of this agreement.

In the event of any dissatisfaction with any of the services provided by the Supplier, the Client shall contact the Supplier immediately. The Supplier can rectify any defects – at his own discretion – either by defect removal or system workaround. If the Supplier does not rectify the defect within a reasonable timeframe given the circumstances, the Client may set a reasonable grace period. Upon expiration of the grace period, the Client may claim a partial refund or may terminate the agreement.

The Supplier shall only bear liability for wrongful intent or gross negligence with regard to any special, incidental, indirect, or consequential damages. Liability for the loss of data and their restoration exists for the Supplier only if gross negligence or wilful intent is proved on the part of the Supplier. The typically foreseeable scope of loss or damage shall in no case exceed the price the Client has paid for the license and services provided by ConfTool GmbH. The Supplier shall not be liable for loss of profits, revenue, business, goodwill, or indirect or consequential loss or damage.

It is known to the Client that the documentation to ConfTool Pro is solely provided on the Web, and a personal online introductory course is solely provided at extra costs. The Client is to contact the ConfTool support team if assistance is required.

The Client is responsible for the settings in the configuration menus of ConfTool Pro and will test that her/his configuration is suitable for requirements of the event. If issues arise, the Client should make contact with ConfTool GmbH before productive use of the system. The property and responsibility of the contents and data managed with the system are that of the Client. The Client is responsible for the export and backup of his/her data when this contract for ConfTool Pro expires.

The Client may use the bulk e-mail functions of ConfTool Pro to update registered users like authors, reviewers and participants about the event. The Client may also use the system to invite reviewers or program committee members. The number of invitations should not exceed the number of expected authors or participants. The Client will abide by all applicable local, state, federal and international laws (including the GDPR) governing the usage of bulk e-mails and may not use ConfTool Pro to send unsolicited e-mail messages including bulk advertising or informational mass announcements of the event (that could be considered by the receivers as "spam").

The Client is also aware that ConfTool Pro does not replace the main event website with all general information on the event, as the Supplier does not provide corresponding content management systems or services. The Client takes responsibility that the pictures and artwork provided for the installation of ConfTool Pro comply with copyright regulations and do not infringe on any copyright or other proprietary right of any third party, and the Client will be held liable in case of violations.

It is known to the Client that ConfTool GmbH does not offer banking or payment services themselves. To receive payments, the Client will need a bank account, and for credit card payments also a “merchant account” with an acquirer or acquiring bank is required that provides an online payment gateway. Extra charges apply for linking ConfTool Pro to the gateway system of the Client.

**Data Protection and Non-Disclosure of Data**

All data, information and results generated in the context of this contract are the property of the Client. The Client is the responsible operator of this ConfTool installation and ConfTool GmbH acts as data processor for the purposes of the European GDPR Article 28. ConfTool GmbH commits herself to keeping all provided information, including personal data, confidential and to use and process them only as requested by the Client as well as to use them only for services set out in this contract. This does not apply in the case that the Supplier has to provide such information to a third party by operation of law (e.g. during a tax audit to the competent authority).

ConfTool GmbH also points out that in accordance with the GDPR Clients from within the EU (European Union) are obliged to sign a supplemental data processing agreement with the Supplier in conjunction with this contract.

**Further Terms**

The Client may cancel his/her order by written revocation within a period of 14 days after signing. Fees that have already been paid will be refunded in full. These conditions are subject to German law. Hamburg (Germany) shall be the sole place of jurisdiction for all disputes arising from this business transaction. Alterations and supplements to these conditions must be forwarded in writing.

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement. The contractual partners will cooperate in finding provisions which come as close as possible to the invalid provisions.

Please contact us if you require any further information. If the offer is in line with your ideas, **please confirm** by signing the below agreement. We look forward to our collaboration.


Yours faithfully,



Harald Weinreich, Director of ConfTool GmbH

**I accept the above offer including the terms and conditions and want to use ConfTool Pro for the listed event(s).**

\_\_\_\_\_ 09/10/2018 \_\_\_\_\_ Tarragona \_\_\_\_\_  
Date Place



\_\_\_\_\_ Rocio Garcia \_\_\_\_\_  
Signature

**Please sign and fax to ++49 40 202 272 98**