

## **OVERLEAF TERMS OF USE**

### **1. About these Terms**

These terms of use (the "Terms") govern your access to and use of the products and services (the "Products") described in the quote, proposal, order, invoice or similar document ("Proposal") attached or referring to these Terms and provided by Overleaf (defined below and "we" or "our" will be construed accordingly), so please carefully read them before using the Products. Unless the parties have agreed and signed a separate agreement in relation to the Products, these Terms apply to the exclusion (to the maximum extent permitted by applicable law) of all other terms and/or conditions which you may purport to apply, including under any purchase order or similar document, even if they do not explicitly contradict.

By accepting a Proposal in writing (including by signature) or paying to use, or using, any of the Products, you agree to be bound by these Terms. If you are using the Products on behalf of an organization, you are agreeing to these Terms for that organization and representing that you have the authority to bind that organization to these Terms. In that case, "you" and "your" will refer to that organization.

The Terms are made up of two main parts: (a) Section A - general terms and conditions; and (b) Section B - product/service-specific terms and conditions (the "Product Terms"). In the event of a conflict, the order of precedence shall be the part(s) of Section B relevant to the products/services we've agreed to provide, then Section A, save in respect of clause 5 (which will always prevail). In the event of a conflict or inconsistency between the Proposal and the Terms, the Terms shall prevail.

### **- SECTION A -**

#### **1. Acceptable Use**

You shall only use and permit the use of the Products in the manner, to the extent, and for the period and purposes, expressly set out in this Agreement.

You shall not, and shall ensure that none of the End Users (if applicable) shall, do or assist, encourage or permit any person to do any of the following: (a) copy, modify, adapt or create derivative works of any part of the Products; (b) make available, distribute, sell, rent, lease, license, frame, commercialize or use for the benefit of any other person (including as part of a service bureau arrangement) any part of the Products, or use any part of the Products to develop, or otherwise in connection with, a product or service which competes with any of the products and/or services we offer; (c) attempt to bypass any measure we may use to prevent or restrict access to the Products, nor access or use the same in a way or using means not made available by us for that purpose; or (d) decipher, decompile, disassemble, reverse engineer or attempt to derive any source code or underlying ideas or algorithms of, any part of the Products save to the extent permitted by applicable law; (e) upload, store, share, author, modify and/or otherwise use any Prohibited Content via any Product; or (f) use any automated means, including robots, scripts, or spiders to access, monitor, crawl, scrape or mine any part of the Products except those expressly authorized by us in advance in writing.

If we have reason to believe you or any End User is not complying with this clause or otherwise mis-using any Product, you shall give us access on reasonable notice to such systems, premises and information as we may reasonably request to assess such compliance, provided we take reasonable steps to minimize any interruption to you.

#### **2. Our Intellectual Property Rights**

Nothing in this Agreement shall operate to transfer ownership of any Intellectual Property Rights to you, including in the Products. We warrant to you that we own or are licensed to use the Products. We hereby grant to you the non-exclusive rights, as specified in the Product Terms, to use the Products.

If we grant you any rights to use our trademarks, you shall only use such trademarks in accordance with any directions or guidelines we may give you, including as to the form and manner of their application; and such use will be for our benefit and you hereby assign by way of present and future assignment any goodwill that may accrue therefrom. You shall not use our trademarks or confusingly similar trademarks save as expressly provided.

#### **3. Fees, invoicing and payments**

In consideration for the provision of the Products, you shall pay us the fees (the "**Fees**") specified in the Proposal.

Save as specified in the Proposal, the amount of the Fees set out in the Proposal shall be fixed for the relevant Initial Term and increase by four (4) per cent for each Renewal Period. We may increase the Fees by more than four (4) per cent by giving you no less than ninety (90) days' written notice prior to the expiry of the relevant Initial Term or (subsequent Renewal Period), such increase to apply to the forthcoming Renewal Period. If you do not agree to any such Fee increase, you may choose not to renew this Agreement in accordance with clause 6.

Unless otherwise agreed, the Fees shall be payable (annually, in the case of subscriptions) in advance, by bank transfer to such account as we may nominate from time to time, within thirty (30) days of receipt of an invoice.

Interest shall be payable on overdue amounts at a daily rate of five (5) per cent. per annum above Bank of America's base rate from the due date for payment until receipt of the outstanding amount (including any accrued interest) whether before or after judgment. We may suspend any part of the Products during any period of non-payment and you shall reimburse us on demand for any costs and expenses (including attorney's fees and court costs) we may incur in connection with the recovery of any overdue amounts, or the non-payment of any Sales Tax by you.

#### **4. Taxes**

The amounts set out in any Proposal are net amounts and are exclusive of any sales tax ("**Sales Tax**") and shall be paid free and clear of all deductions and withholdings, unless the deduction or withholding is required by applicable law. Any applicable Sales Tax shall be paid by you in addition to the amounts set out in the Proposal.

#### **5. Limitation of liability**

Nothing in this Agreement shall limit or exclude liability for: (a) a breach of clause 7; (b) the deliberate misuse of the Products or other wilful misconduct; (c) fraud or to the extent not otherwise permitted by applicable law; or (d) any Fees that have become due (and the other provisions of this clause 5 shall be construed accordingly).

Our total aggregate liability, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, arising under or in connection with this Agreement shall be limited to the amount of Fees paid or payable under this Agreement in the twelve (12) month period preceding the first event giving rise to liability claimed for.

Save under an indemnity, neither party shall have any liability whatsoever, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, under or in connection with this Agreement for: any loss of profits, revenue, business or savings, depletion of goodwill and/or similar losses, or loss or corruption of data; nor for any special, punitive, indirect or consequential loss. No claim may be brought by you more than twelve (12) months after it has arisen.

You shall reimburse us on demand for any costs and expenses (including attorney's fees and court costs) we may incur in seeking to enforce our rights arising from your breach of this Agreement.

#### **6. Term and Termination**

This Agreement shall commence on the Start Date and continue for the Initial Term, subject to earlier termination in accordance with its terms, and unless otherwise specified in the Proposal shall automatically renew for successive twelve (12) month periods (each a "**Renewal Period**"), unless either party gives written notice to cancel this Agreement no less than sixty (60) days prior to the expiry of the relevant Initial Term or Renewal Period (as applicable).

A party may terminate this Agreement with immediate effect by written notice to the other party if the other party: (a) commits a material breach and, if such breach is remediable, fails to remedy that breach within thirty (30) days of being notified in writing to do so; (b) becomes unable to pay its debts when they fall due; or (c) where you are the other party, on six (6) months' notice in relation to a Product that is being discontinued.

Termination of this Agreement will be without prejudice to any rights of either party which may have accrued up to the date of termination. All provisions of this Agreement which are expressly or by their nature intended to survive termination of this Agreement shall so survive, including this clause and clauses 1, 2, 5, 7, 9 and 19.

Unless otherwise expressly provided, you shall immediately cease using (and undertake not to use or permit the use of) the Product from termination of this Agreement.

## **7. Customer Materials**

Nothing in this Agreement shall operate to transfer ownership of any Intellectual Property Rights in the Customer Materials to us. You hereby grant to us (or shall procure the grant to us of) a non-exclusive license to use Customer Materials to the extent reasonably necessary to enable us to perform our obligations and exercise our rights under this Agreement.

You warrant that the access, provision, processing, distribution or other use of the Customer Materials as contemplated by this Agreement will not infringe or otherwise violate the Intellectual Property Rights or other rights of any person. You shall indemnify us (and respective employees, officers and agents) against any Loss suffered or incurred in connection with an actual or alleged breach of the foregoing, including arising from any third party claim of infringement or unauthorized use of the Customer Materials, provided this indemnity shall not apply to any Loss resulting from our breach of this Agreement.

We shall have no obligation to review or monitor any content, data, information and/or materials ("Content") which Ends Users upload, store, share, author, modify and/or otherwise use via any Product.

## **8. Data protection**

If Personal Information is provided or otherwise processed pursuant to this Agreement, the Overleaf DPA shall be incorporated into and form part of this Agreement as if set out in full herein.

We may otherwise process Personal Information in accordance our privacy policy, which is available on our website. You shall ensure that any individuals whose Personal Information you provide have consented to its transfer and other processing as set out in this Agreement.

## **9. Confidentiality**

Each party: shall not at any time disclose or make available the Confidential Information of the other party to any person or use it for any purpose other than to the extent reasonably required to perform its obligations under this Agreement; and shall ensure that any person to whom it discloses the other's Confidential Information complies with the obligations set out in this clause 9.

Each party shall hold the Confidential Information of the other in confidence and shall use commercially reasonable efforts to protect and maintain the security and confidentiality of the same, taking such precautions as are at least as great as those it takes to protect its own confidential information.

Nothing in this clause shall: prevent a party from disclosing any Confidential Information to the extent required by applicable law, or a court or regulatory body of competent jurisdiction, provided it uses reasonable efforts (if permitted by law) to notify the disclosing party and gives the disclosing party a reasonable opportunity to challenge the disclosure.

## **10. Your general obligations**

You shall: (a) provide us with reasonable co-operation, access and information as we may require, in order for us to perform our obligations under this Agreement, and carry out such acts or things on which that performance is dependent as we may reasonably request; (b) in using the Products and otherwise, comply at all times with all applicable laws, including those relating to anti-bribery, anti-corruption and export controls, and all applicable user manuals/guidelines; (c) ensure that the End Users (as applicable) fully comply with the terms and conditions of this Agreement; (d) retain a local copy of any Customer Materials you provide us with; (e) not remove, suppress or modify in any way the proprietary markings, including any trademark or copyright notice, used in relation to any of the Products; and (f) report to us any suspected material breach of this Agreement as soon as reasonably practicable so we may take steps to remedy or mitigate the same.

## **11. Security**

You shall use all commercially reasonable efforts to prevent unauthorized access to or use of the Products, via your networks, devices or systems.

You shall not knowingly distribute or otherwise transmit, and shall use all commercially reasonable efforts to prevent the transmission, of any viruses, malware or other harmful code to or via the Products.

If you become aware of any unauthorized use or other security breach relating to any part of the Products, you shall immediately notify us in writing and shall provide such assistance as we may reasonably request to investigate and

stop such unauthorized use or breach, and to prevent its recurrence.

You shall ensure that any Access Details are kept secret and not used by more than one person, unless expressly permitted by us, and where Access Details are assigned to a particular individual, they are only used by that individual. You shall immediately notify us if you become aware of any unauthorized disclosure of the Access Details or use of the Products, which we may suspend or de-activate if we consider it is reasonable to do so.

## **12. Support and Uptime**

We shall provide: (a) first-line support to End Users on a 24/7 basis using a ticket-management system supported by staff in the US, UK and Malaysia; and (b) second line support during normal UK business hours. End User feedback will be requested when support is provided, to confirm that the issue has been resolved and/or the query has been answered.

We shall use commercially reasonable endeavours to make any hosted part of the Products to which the End Users are granted access under this Agreement available 24 hours a day, seven days a week, except for: planned maintenance carried out during the maintenance window of 05:00am to 09:00am UK time; and unscheduled maintenance and interruptions not resulting from our breach of this Agreement, which in any case we will use reasonable endeavours to give you notice of. If any unscheduled maintenance or other interruption occurs as a result of our breach of this Agreement we will, at our own expense, use commercially reasonable endeavours to make the affected part of the Products available promptly, or provide you with an alternative means of receiving their benefit. Such correction or substitution constitutes your sole and exclusive remedy for any breach of this clause.

## **13. Additional Services**

From time to time, we may agree to provide integration, configuration, consultancy or other additional services (“**Additional Services**”) by signing a statement of work that specifically references the Contract Terms (“**SOW**”). Each such SOW shall: (a) describe the Additional Services, any deliverables and related acceptance criteria; (b) set out the Fees for the Additional Services; (c) form a separate contract incorporating this part A of the Contract Terms (to the extent applicable); and (d) only become effective when duly signed on behalf of both parties and provided that, at the time of signature, this Agreement has not expired or terminated.

## **14. Force majeure**

Neither party shall be liable for any delay in performing, or failure to perform, its obligations under this Agreement if such delay or failure arises from a Force Majeure Event. If a delay is caused, the affected party shall be entitled to a reasonable extension of time for performing its obligations. If the period of delay or non-performance continues for sixty (60) days, either party may terminate this Agreement by giving thirty (30) days' written notice to other party which shall take effect only if the circumstances delaying or preventing performance exist at the expiry of that notice period.

## **15. Miscellaneous**

Unless requested in writing otherwise, we may publicly refer to you as a customer, including on our website(s) and presentational material.

We shall ensure that any person to whom we subcontract our obligations under this Agreement (to whom we may sublicense our rights for that purpose) shall fully comply with the terms and conditions of this Agreement and we shall be liable for their acts and omissions as if they were our own.

Where our Products allow End Users to make suggestions or other contributions to us, you shall ensure we are free and authorized to use the same.

Where our Products include links to third party websites, content and other resources, these are provided for convenience only and any access to, use of and/or reliance upon such resources is done entirely at your own risk and we disclaim all liability arising therefrom.

We shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in the performance of our obligations under this Agreement if such failure or delay arises from any act or omission of you (including your staff, agents or sub-contractors) or any End User, including any incompleteness or other deficiency in any information you provide but which you did not specifically bring to our attention in writing prior to the Start Date. Any timescales for the performance of our obligations shall be extended to take account, and we may charge you for additional time, effort and costs we reasonably incur as a result, of such act or omission.

## **16. Notices**

Any notice required to be given under this Agreement shall be in writing and may be delivered by hand or sent by registered mail or e-mail to the other party at the address set out above (or if no such address is included, such address as is first written in the Proposal), or such other address as may have been notified in writing by that party for such purpose, (provided in the case of any notice sent by e-mail in respect of any legal proceedings, a copy must also be sent by hand or registered mail and marked for the attention of the Legal Department) and shall be deemed to have been duly given or made, if delivered by hand, upon delivery, if sent by registered mail, on the recorded date of receipt, or if sent by e-mail when actually received by the intended recipient in readable form. We may give notice of information that is not specific to you or this Agreement by posting on a support, status or other webpage related to that Product, Data or Service.

## **17. Dispute resolution**

The parties shall seek to resolve any dispute in relation to this Agreement by good faith discussions between: (a) the representative of each party named on the Proposal to which the dispute relates, and if they cannot resolve the dispute within twenty (20) Working Days of the dispute being referred to them in writing; then (b) a representative of the executive management of each party, who shall meet to resolve the dispute and if they cannot resolve the dispute within a further ten (10) Working Days, this process shall be deemed exhausted and either party may refer the matter to the courts.

## **18. General**

Neither party may assign, encumber, sub-license (save as expressly provided) or otherwise transfer or deal with in any way any of its rights and/or obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), save that we shall be free to assign our rights and transfer our obligations to an Affiliate or purchaser of the part of the business to which this Agreement relates.

Nothing in this Agreement and no action taken by the parties pursuant to this Agreement is intended to or shall operate to create a partnership association, joint venture or other cooperative entity or relationship of employer and employee between the parties, nor authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

A person who is not a party to this Agreement has no right to enforce any part of this Agreement. Any rights granted to you under this Agreement are personal to you, and shall not be considered granted or sub-licenseable to any other person, including any affiliate.

Save as expressly provided, this Agreement may be varied only by a document signed by both parties. This Agreement may be executed in any number of counterparts which together shall constitute one agreement. A waiver in respect of this Agreement shall only be effective if in writing and shall only apply to the specific circumstances for which it is given. No failure or delay by a party to exercise any of its rights under this Agreement shall operate as a waiver thereof. If any provision of this Agreement is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be divisible from this Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

Save in the case of fraud, each party acknowledges that: this Agreement together with any other documents referred to in it (together the "Contract") constitutes the entire and only agreement between the parties relating to the subject matter of the Contract, which will supersede and replace any confidentiality agreement (to the extent relating to the same subject matter of this Agreement); and it has not been induced to enter into the Contract in reliance on any representation or other statement of any nature whatsoever other than those set out in the Contract. WITHOUT LIMITING THE FOREGOING, SAVE TO THE EXTENT EXPRESSLY SET OUT IN THIS AGREEMENT, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND WE MAKE NO WARRANTY THAT (WITHOUT LIMITATION) THE USE OF THE PRODUCTS SHALL BE UNINTERRUPTED OR THAT THEY WILL BE ACCURATE, COMPLETE, ERROR FREE, NON-INFRINGEMENT OR FIT FOR A PARTICULAR PURPOSE.

The parties agree and acknowledge that damages alone may not be an adequate remedy for your breach of this Agreement and that we shall be entitled, without proof of actual damages, posting bond or giving any undertaking, to the remedies of injunction or other equitable remedy for any threatened or actual breach of this Agreement in any court of competent jurisdiction.

## 19. Governing law and jurisdiction

Subject to the final paragraph of clause 18, this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the Applicable Laws (without regard to the conflicts of law principles of any jurisdiction) and subject to the exclusive jurisdiction of the Applicable Jurisdiction (save as provided above). If the primary address listed in the Application is in North America, then: the “Applicable Laws” shall be the laws of the State of New York, United States otherwise they shall be English laws; and the “Applicable Jurisdiction” shall be any federal or state court located in the County of New York, State of New York, United States otherwise it shall be the English courts.

## 20. Changes to this Agreement

Overleaf may modify this Agreement at any time by notice in writing, including as part of a renewal notice, invoice or proposal, or posting a revised version on the site these Terms were first made available to you, which modifications will become effective upon the start of the next Renewal Period. For the avoidance of doubt, these Terms shall apply to any use of the Services (together with any upgrade or other change to the products or services we agree to provide), including pursuant to any extension or separate agreement for an additional period of usage, even if not expressly referred to in the same.

## 21. US federal government customers

The Products are deemed to be “commercial computer software” / “commercial computer software documentation” and other commercial items including “technical data of a “commercial item”. If any U.S. federal government user requires rights beyond those expressly granted in this Agreement, or has other requirements not met by this Agreement / the Products, it should immediately discontinue use thereof. It is expressly acknowledged that if you are a US government agency, this Agreement shall only apply to the extent permitted by US federal laws and regulations, and the terms of the underlying government contract or order (“Government Order”) will have precedence over this Agreement (only) to the extent required by such laws and regulations applicable to the acquisition of commercial items. Accordingly, for the avoidance of doubt: clauses 3, 4, 17 and 19 shall have no application; Fees shall be paid to us in accordance with the terms of the Government Order, the U.S. Prompt Payment Act and any other applicable law in U.S. Dollars; the price will be inclusive of all taxes chargeable at the time of sale; and disputes shall be resolved in accordance with the tribunals and dispute resolution process in the disputes clause applicable to the Government Order.

### Definitions and interpretation

In this Agreement, the following terms shall, unless the context otherwise requires, have the meanings below. Where the same term is defined in the Product Terms, the meaning given therein shall apply in respect of the relevant Product only.

**Agreement:** the Terms and the Proposal.

**Access Details:** the unique user name(s) and password(s), key(s), pin(s) or similar provided by us to you and/or an End User for the purpose of providing access to the relevant part of the Products.

**Affiliate:** any: (a) person which, directly or indirectly, controls, is controlled by or is under common control with us or, respectively, you; and in relation to us (b) any person in which a person referred to in (a) has a direct or indirect ownership interest.

**Confidential Information:** information which is identified as confidential or otherwise of a confidential nature (including all trade secrets and information of commercial value) but shall not include any information which: is or becomes publicly known other than through any act or omission of the receiving party; was in the receiving party's lawful possession before the disclosure without restriction on disclosure; is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or is independently developed by the receiving party, which independent development can be shown by written evidence.

**Customer Materials:** Content that Staff Users upload, store, share, author, modify and/or otherwise use via any Product or which you purport to own, and any other Content, systems, software, hardware or interfaces you provide us with access to or use of.

**End User:** an individual who has been authorized by you to access and use the Products or who accesses and uses the Products using your systems or via an IP address that is registered or controlled by you, subject to such limits as are set out in the Proposal. If you are an educational organization, “End Users” shall be limited to your full-time and part-time students, faculty residents, fellows, researchers and employees, subject to any prescribed maximum user number. Any rights granted to such End Users shall be limited to their personal, research purposes. Otherwise “End

Users” shall be limited to your employees and named contractors who have authorized access to your systems (provided use by such contractors will be limited to the purposes of their contracted work for you using those systems), subject to any prescribed maximum user number. Any rights granted to such End Users shall be limited to your internal purposes.

**End User Terms:** the end user licensing terms that an End User is required to accept prior to registering and / or using any Product.

**Force Majeure Event:** any circumstance beyond a party’s reasonable control and including any act of God, industrial action, failure with the internet or telecommunications networks or other infrastructure, act of government, change in law, war, terrorism or embargo.

**Intellectual Property Rights:** patents, trademarks, designs rights, trade and business names, rights in trade dress, domain names, copyrights, goodwill, the right to use and protect confidential information and know-how, database rights, and other intellectual property rights in each case whether registered or unregistered (including all rights to apply for and be granted renewals, extensions and rights to claim priority from, such rights and any similar forms of protection) which subsist, or will subsist, now or in the future in any part of the world.

**Loss:** any and all liabilities, losses and damages, claims, actions, costs (including reasonable legal fees), charges and expenses of any nature whatsoever.

**Non-Staff User:** if you are an educational organization, any End User that is a student, faculty resident, fellow or researcher that is subject to End User Terms, but excluding anyone who is an employee, contractor, agent or under your control or to whom you have given privileged user rights.

**Overleaf:** Writelatex Limited with registered office at 3rd Floor, 207 Regent Street, London W1B 3HH, save where Customer is a US federal government agency or otherwise agreed, in which case it shall be Digital Science & Research Solutions Inc., with offices at 625 Mass. Ave., Cambridge, MA, USA.

**Overleaf DPA:** the Overleaf Data Processing Addendum at <https://www.overleaf.com/legal/terms/Overleaf-Online-DPA-0620v1.pdf>.

**Personal Information:** information about living individuals which is subject to General Data Protection Regulation (EU) 2016/679, together with applicable local data protection or privacy legislation related to the same such as the Data Protection Act 2018, and such other data protection or privacy laws to the extent they require a party to impose on the other party the rights and/or obligations set out in the Overleaf DPA, to the extent such information is processed in a way which is also subject to those laws.

**Prohibited Content:** any Content that: (a) infringes or makes unauthorized use of the Intellectual Property Rights or any other right of any person; (b) is defamatory, derogatory, discriminatory or violates any rights of privacy; (c) comprises educational records or sensitive personal information; (d) causes us to breach, any applicable law or regulation or terms of any third party hosting provider we notify you of; (e) contains a virus, malware or other potentially harmful component, information or instructions; (f) is indecent, obscene, offensive or pornographic; or (g) could result in any claim or action against us or damage our goodwill or reputation in any way.

**Products:** the platforms, applications, templates and other products and services (including provided as a software-as-a-service) we agree to make available to you as set out in a Proposal, as such products and services are further described in the relevant Product Terms, and any configurations, customizations, interfaces, modifications, adaptations or derivatives that we may develop for and/or make available to you in respect thereof.

**Proposal:** the final commercial terms on which we have proposed in writing to provide the Products to you, which may be set out in a proposal, quote, order form or other document (in each case, subject to such changes as we may have agreed).

**Staff Users:** any End User that is not a Non-Staff User.

**Start Date:** as defined in the Proposal.

**Working Days:** Monday to Friday excluding UK public holidays or, in respect of maintenance and support, public holidays in the jurisdiction from which that maintenance and support is provided.

In this Agreement, unless otherwise specified, reference to: (a) a party means a party to this Agreement and includes its permitted assignees and/or the successors in title to that part of its undertaking which includes this Agreement; (b) a person or entity shall include references to individuals, bodies corporate, unincorporated associations, partnerships, charities and any other entity having legal capacity; and (c) “includes” and “including” shall mean including without limitation and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

**- SECTION B -**

**Overleaf Commons**

<b>Product description</b>	Overleaf Commons is a subscription service for organizations to provide Overleaf Professional accounts (“Professional Accounts”) to their users. This service provides streamlined, branded enrolment, a resource center, user support and platform analytics/metrics.  Professional accounts include additional benefits over free Overleaf accounts, as described in the plan comparison table currently available at: <a href="https://www.overleaf.com/plans">https://www.overleaf.com/plans</a>
<b>Product Add-ons</b>	“Single Sign-On Integration”, to enable Overleaf to be accessed through your organization’s preferred authentication method.  <b>[Included only if specified in the Proposal]</b>
<b>Format</b>	The Product(s) described above are accessed via the main Overleaf website.
<b>Admin User(s)</b>	The named End User(s) granted administrator privileges to manage use of the Product on your behalf.
<b>Estimated set up time</b>	Set up will usually be completed within 2-3 weeks of contract signing. Expedited set up may be possible on request.

**1. Grant of Rights**

In consideration for the Fees, we hereby grant to you, during the Term, a non-exclusive, non-transferable, personal right and license to you to permit the End Users to access (via either internet protocol access or authorised user credentials) and use, subject to the end user terms at <https://www.overleaf.com/legal>, Professional Accounts for our web application, currently available at <https://www.overleaf.com> (“Overleaf Commons”) for storing, accessing and editing text files and other auxiliary files such as images for the purpose of writing, collaborating on, and compiling LaTeX documents.

**2. General Obligations**

You will follow our on-boarding process, of which an example template can be viewed here: <https://www.overleaf.com/read/skjrfsgcgwgm>. The on-boarding process will ask for additional information about how you want the portal set up. Following this, we will customize a landing-page with a custom URL and branded with your name / logo (“Custom Portal”) that will be included on our portal listing page, by which End Users will be able to access Overleaf Commons. We shall consult with you in respect of the design of the Custom Portal, but will have discretion over any final decision.

We will provide the Admin Users (as specified by you) with access to and use of an “Admin Hub” which can be used to manage the Professional Accounts and see metrics and analytics on usage of Overleaf Commons by the End Users.

We will provide the End Users with access to and use of our on-line support portal, currently available at <https://www.overleaf.com/contact>. Support requests made by your End Users through the portal will be automatically identified as being part of this Overleaf Commons subscription by our support software to be prioritized accordingly. See Section A for additional details regarding support channels and escalation routes.

**3. Effects of Termination**

Upon termination or expiry of this Agreement, we will revoke Admin User privileges, including access to the Admin Hub and any Product Add-on services will be deactivated at our discretion.

End Users’ Content may continue to be accessible by the respective users via “free” accounts, subject to compliance with the respective terms and conditions, provided such users that have exceeded the limits of the free account will need to archive old Content before they will be able to add more content, unless they individually subscribe to a Professional Account.



**- SECTION B -**

**Overleaf Server Pro**

<b>Product description</b>	Overleaf Server Pro is the officially supported locally-installable edition of our collaborative editing platform. It includes features such as LDAP (SSO); track changes; comments; an optimised version of TeXLive; templates; and an admin panel.
<b>Product Add-ons</b>	The “Template Management Service” for publishing and organising project templates  The “Secure Compile Environment”, for running LaTeX compiles in a secure sandboxed environment.  <b>[Each included only if specified in the Proposal]</b>
<b>Format</b>	The Product and add-ons are provided as a Docker image for local installation.
<b>Overleaf Software</b>	The software, in object code, required to run the Product and provided by us for local installation by you.
<b>Estimated delivery time</b>	Electronic delivery of the Docker image will usually be completed within 2-3 weeks of contract signing. Expedited delivery may be possible on request.

**1. Grant of Rights**

In consideration for the Fees, and subject to the terms in the following paragraph, we hereby grant to you, during the Term, a non-exclusive, non-transferable, personal right and license to install and run the Overleaf Software and permit use of the Product by End Users for storing, accessing, and editing text files and other auxiliary files such as images for the purpose of writing, collaborating on, and compiling LaTeX documents.

Save to the extent that we have provided express written consent, you may only install the Product on a single production system at the address first written above.

For the avoidance of doubt, nothing in this Agreement requires us to deliver to you any source code of the Product or grants any rights to access, use, adapt, edit or otherwise use the same. You undertake not to alter or adapt or edit the Product beyond the settings available in the configuration file.

**2. Overleaf Performance Obligations & Support Services**

We will provide the End Users with access to and use of our on-line support portal, currently available at <https://www.overleaf.com/contact>. See Section A for additional details regarding support channels and escalation routes.

We will provide reasonable support to assist with the resolution of technical issues relating to the installation, configuration, maintenance and general usage of the Product, to a single named, staff member who you have authorized to be the single authorized point of contact with us regarding the Product and we will only accept enquiries and requests relating to the Product from that authorized point of contact. You may re-designate the single authorized point of contact at any time by notice to us in writing. Support services shall be provided remotely, unless agreed otherwise in writing.

Support services under this Agreement specifically exclude:

- Direct support for the LaTeX language including layout, typesetting, and programming errors;
- Defects or errors resulting from any modifications to the Product unless made, instructed, or approved by us in writing;
- Support for any version of the Product: other than (a) the two (2) most current point releases of the current major version; and (b) the last released point release of the previous major version; or that is more than twenty-four (24) months old

- Any fault in your environment or in any software or hardware used in conjunction with the Product; and
- Defects or errors caused by the use with any software products other than those specifically certified for use with the Product in the documentation of the Product.

### **3. Upgrades**

From time to time during the Term we may release upgrades to the Overleaf Software which may include error corrections, bug fixes and patches and result in changes the appearance and/or functionality of the Product (“Upgrades”), for you to install and use at your discretion, provided you shall not make any claim against us which could have been avoided by the installation and use of an Upgrade. Use of any New Functionality introduced by an Upgrade may be subject to additional Fees (to be agreed with you), provided that if you choose not to use the New Functionality, we will take steps to ensure that your use of the existing functionality of the Product will not be prejudiced.

For the purposes of this clause “New Functionality” shall mean the Upgrade introduces new functionality; that new functionality does not serve the same purpose as legacy functionality that ceases or has ceased to be available as a result of any Upgrade; and access to or use of the new functionality is chargeable to our customers using the Product generally.

### **4. Effects of Termination**

Upon termination or expiry of this Agreement, you undertake to stop using (and permitting the use of) the Product and to uninstall any copies from your servers (which you shall immediately delete), notwithstanding that you may be able to use the “Community Edition” of the Product (as currently provided at <https://github.com/sharelatex/sharelatex>).

**- SECTION B -**

**Overleaf Link**

<b>Product description</b>	<p>Overleaf Link is a subscription service for organizations to provide the official versions of their LaTeX templates on the Overleaf platform (“Overleaf Platform”) in an accessible and user-friendly way, to reduce management overhead and author support burdens during the manuscript writing and submission process.</p> <p>This service includes: organizational branding within the Overleaf editor and on template landing pages; submission link(s) from Overleaf to the organization to enable submissions to e.g. a journal or repository (or multiple journals or repositories); author/editor support; platform analytics/metrics.</p>
<b>Product Add-ons</b>	<p>The “Template Development Service”, for the creation/updating of LaTeX templates, and the support of or setting up of a LaTeX workflow for your organization.</p> <p>“Custom API link” for the linking of Overleaf to your system through a new or bespoke API link.</p> <p><b>[Each included only if specified in the Proposal]</b></p>
<b>Format</b>	The Product(s) described above are accessed via the main Overleaf website.
<b>Authors</b>	Overleaf users who create and edit projects on Overleaf based on the Templates associated with the Overleaf Link service.
<b>Admin User(s)</b>	The named End User(s) granted administrator privileges to manage use of the Product on your behalf.
<b>Estimated set up time</b>	Where no Template Development Service is required, set up will usually be completed within 2-3 weeks of contract signing. Expedited set up may be possible on request. Where Template Development is required, see special terms as specified in the Proposal.

**1. Grant of Rights**

In consideration for the Fees, we hereby grant to you, a non-exclusive, non-transferable, personal right and license to use our proprietary technology (“Overleaf Link”) to enable the on-line submission of manuscripts authored on or uploaded to the Overleaf Platform and linked either by URL or via an API directly to your manuscript management platform (if available and specified on the Proposal) (“Your System”).

**2. General Obligations**

You will follow our on-boarding process, of which an example template can be viewed here <https://www.overleaf.com/read/jfrkgycvtvtz>. The on-boarding process will ask for additional information about how you want the product to be set up. This will include the confirmation of the LaTeX templates (“Templates”) chosen by you to be used for the set-up of Overleaf Link. Please note that if these templates are not already available on the Overleaf Platform, the Template Development Service will be required (see Product Add-ons).

Following this, we will customize a landing-page or pages with a custom URL(s) (“Template Landing Page(s)”) using such trade-marks as you may provide to us for such purpose (“Your Marks”), by which all users of the Overleaf Platform will be able to access these templates. Such customization may also apply within the Overleaf editor and on pages related to the submission process (“Related Pages”). We shall consult with you in respect of the design of the Template Landing Page(s) and Related Pages, but will have discretion over any final decision, provided the use of Your Marks shall be subject to your prior written consent.

We will provide the Admin Users with access to and use of an “Admin Hub” which can be used to see metrics and analytics on usage relating to usage of Templates by Authors.

We will provide the Admin Users with access to and use of our on-line support portal, currently available at <https://www.overleaf.com/contact>. See Section A for additional details regarding support channels and escalation routes.

### **3. Effects of Termination**

Upon termination or expiry of this Agreement, we use reasonable efforts to ensure that Templates (and projects already created from Templates) will continue to be accessible by the Authors, subject to compliance with the respective terms and conditions, but organizational branding and/or submission links may be deactivated/removed at our discretion from Template Landing Pages and Related Pages. We will also revoke Admin User privileges, including access to the Admin Hub and any Product Add-on services will be deactivated at our discretion.

**- SECTION B -**

**Overleaf Group Account**

<b>Product description</b>	Overleaf Group Account is a subscription service for groups to provide Overleaf premium accounts (“Premium Accounts”) to their users.  Premium accounts include additional benefits over free Overleaf accounts, as described in the plan comparison table currently available at: <a href="https://www.overleaf.com/plans">https://www.overleaf.com/plans</a>  The number and type of Premium account included with this subscription are as specified on the Proposal.
<b>Product Add-ons</b>	None
<b>Format</b>	The Product(s) described above are accessed via the main Overleaf website.
<b>Admin User(s)</b>	The named End User granted administrator privileges to manage use of the Product on your behalf.
<b>Estimated set up time</b>	Set up will usually be completed within 2-3 weeks of contract signing. Expedited set up may be possible on request.

**1. Grant of Rights**

In consideration for the Fees, we hereby grant to you, during the Term, a non-exclusive, non-transferable, personal right and license to you to permit the End Users to access (via authorised user credentials) and use, subject to the end user terms at <https://www.overleaf.com/legal>, Premium Accounts for our web application, currently available at <https://www.overleaf.com> (“Overleaf Group Account”) for storing, accessing and editing text files and other auxiliary files such as images for the purpose of writing, collaborating on, and compiling LaTeX documents.

**2. General Obligations**

We will provide the Admin User (as specified by you) with access to and use of an “Admin Hub” which can be used to manage the assignment of the Premium Accounts to the End Users.

We will provide the End Users with access to and use of our on-line support portal, currently available at <https://www.overleaf.com/contact>. Support requests made by your End Users through the portal will be automatically identified as being part of this Overleaf Group Account subscription by our support software to be prioritized accordingly. See Section A for additional details regarding support channels and escalation routes.

**3. Effects of Termination**

Upon termination or expiry of this Agreement, we will revoke Admin User privileges, including access to the Admin Hub.

End Users’ Content may continue to be accessible by the respective users via “free” accounts, subject to compliance with the respective terms and conditions, provided such users that have exceeded the limits of the free account will need to archive old Content before they will be able to add more content, unless they individually subscribe to a Premium Account.