

Service and Support Agreement LSHARC2024

between the parties

READ-COOP SCE with limited liability

Kranebitter Allee 22
6020 Innsbruck
Austria,

hereinafter referred to as Contractor,

and

Lietuvos valstybės istorijos archyvas

(Lithuanian State Historical Archives)
Mindaugo g. 8
03107 Vilnius
Lithuania

hereinafter referred to as Client

Recitals

- I. The Parties acknowledge that their business relationship is governed by the current version of READ-COOP's Terms and Conditions (the "**Terms and Conditions**"). These Terms and Conditions, available at <https://legal.transkribus.org/terms> and attached hereto as **Annex II**, constitute the primary and binding contract between the Parties.
- II. In the interest of ensuring greater clarity and mutual understanding regarding their commercial relationship, the Parties have agreed to execute this secondary agreement as an integral part of their contractual relationship (the "**Agreement**").
- III. The parties acknowledge that this Agreement, together with the Commercial Offer, will be published in the State's Central Public Procurement Information System (CVP IS - <https://cvpp.eviesiejipirkimai.lt/>).

Therefore, the Parties enter into this

Agreement

1. Object of Procurement

- 1) The object of procurement is defined as follows, as detailed in the procurement documents:
 - a) A 1-year license to use an online information database powered by artificial intelligence for transcribing archival manuscripts (recognizing handwritten text).
 - b) The license includes 100 user accounts (called “user seats” in the interface), a minimum of 10 TB of remote data storage, and at least 500,000 transcription or related iterations.
 - c) A 1-year license to use an online tool for publishing at least 500,000 transcribed archival manuscript images online.
- 2) The license validity period shall be 1 year, commencing from the date of signing this contract.
- 3) Common Procurement Vocabulary (CPV):
 - a) Code: 48517000-5
 - b) Name: Software packages for information technology.
 - c) Quantity: 2 units (duration: 1 year).
- 4) The procurement is based on the procurement application submitted on 2024-12-09 and registered under number R19-41.

2. Commercial Offer

The Contractor undertakes to provide support services to the Client in conducting model training and handwritten text recognition with the help of the Transkribus in all its technical and strategic aspects to the best of their abilities and provide all services as described in the commercial offer with reference number 20241205-145338447 included as **Annex I** (the “**Commercial Offer**”).

The Contractor undertakes to provide the products specified in **Annex I** to this Agreement and perform the following services, on an ongoing basis, within the limit of four onboarding sessions and ongoing technical and strategic support as available, specified in Annex I:

- 1) Provide technical and strategic support for handwritten text recognition, search and visualisation projects conducted by the Client in terms of responding to user queries, and counselling in terms of the most efficient and reasonable use of the services offered by the Contractor
- 2) Ongoing support regarding Transkribus solutions, so that the Client’s documents can be processed and made available for viewing and searching in due time
- 3) The Contractor shall support the client in matters concerning the integration of Transkribus On-Prem into the Client’s overall workflow.
- 4) The service period during which the contact person of the Contractor is available to the Client for inquiries is provided on working days in the period from 9.00 to 17.00 CET/CEST unless otherwise agreed by both parties on a case-by-case basis.

3. Liability

- 1) The Contractor is liable without limitation for intent or gross negligence, for injury to life, limb, or health.

- 2) Regarding the injury of a cardinal obligation (an obligation, which is substantial for the achieving of the Agreement's purpose) the liability of the Contractor is limited to damages which are predictable and typical in terms of the goods and services provided.
- 3) There is no further liability of the Contractor.
- 4) The aforementioned limitation of liability also refers to the personal liability of the employees, representatives, and organs of the Contractor.

4. Confidentiality

The Parties will keep all information about this Agreement confidential, as well as its purpose, terms and conditions, and the documents and information resulting from or relating to it, including any negotiations (the "Confidential Information"). The Parties will not disclose the Confidential Information to any third person other than the members of their board of directors or senior management, or those professionally participating in the negotiation as legal, accounting, or financial consultants, or other specialized consultants, unless they are required to do so by any regulatory body, inspector or supervisor, or by the courts.

If any of the Parties is legally bound to make public, all or part of the Confidential Information:

- (i) the obliged Party must notify the other Party of this circumstance in writing as soon as possible before the disclosure or delivery of the Confidential Information, attaching a copy of the documents and relevant information so that the other Party can adopt the measures it considers appropriate to protect its rights and the Confidential Information.
- (ii) the Parties will mutually agree on the content of the Confidential Information that must be disclosed by law, unless the content is established by the corresponding authority requiring the Parties to provide this information.

5. Indemnity

The Client agrees to defend, indemnify and hold harmless the Contractor for any Effective Damage that READ-COOP, its Transkribus ecosystem or Members, experience due to a breach of any obligation established in the Agreement and the Terms and Conditions.

For the purposes of this Agreement, "Effective Damage" means any direct or indirect damage, which is either caused or accepted by the Client or has been determined in a court ruling that is final, or that may, under existing law, be enforced provisionally.

6. Term of the Agreement and Termination

The term of this Agreement shall be one (1) year, commencing from the date of signing this Agreement. The Agreement shall automatically expire at the end of the license validity period, as specified in Clause 1.2), unless otherwise extended by mutual written agreement.

Consensual termination is permitted at any time. No full or partial reimbursements are available for unused services.

7. Compensation

- 1) Remuneration for the Services described under Section 1 of this Agreement shall be in accordance with Annex I to this Agreement. Fees may be adjusted at the beginning of a new billing period.

- 2) Compensation for dedicated development and/or integration projects that go beyond the scope of the Services defined in this Agreement are to be negotiated separately.
- 3) The agreed-upon prices are payable into a bank account specified by the Contractor on an according invoice.

8. Ownership

The ownership of the data processed with the help of Transkribus or made available through any search and viewing solution, the images, and text and metadata files which result from the processing of the data, is fully owned by the Client. The ownership of the software, including the source code of which the Transkribus software and Transkribus Sites consist, and through which the data may be made available and searchable, is the Contractor's. The Contractor may only pass on to third parties any data made available to them by the Client with the explicit consent of the Client.

9. Applicability of Terms and Conditions

The Parties acknowledge that READ-COOP's Terms and Conditions are subject to periodic revisions. The most current version, as published on READ-COOP's website, shall govern the Client's ongoing use of the Services.

10. Precedence of the Terms and Conditions

In the event of any contradiction or inconsistency between the provisions of this Agreement and the Terms and Conditions, the Terms and Conditions shall take precedence and prevail.

11. Environmental Protection Criteria in Green Procurement

- 1) This procurement adheres to the environmental protection criterion as specified in the Order of the Minister of Environment of the Republic of Lithuania No. D1-508, dated June 28, 2011, "On the Approval of the Procedure for Applying Environmental Protection Criteria in Green Procurement."
- 2) In accordance with point 4.4.3 of the approved procedure, this procurement involves the acquisition of an intangible (intellectual) service or product. Such services or products are not related to the creation of a physical object and, during their provision, do not cause significant negative environmental impact, pollution, or waste.
- 3) For this procurement, the object is the license as described in Clause 1.

12. Continued use of Transkribus

Upon the expiration of this Agreement, any continued use of the platform, including but not limited to access to services or functionalities, shall be governed by the Terms and Conditions, as may be amended from time to time.

By continuing to use the platform after the expiration of this Agreement, the Client agrees to be bound by such Terms and Conditions.

13. Applicable law and jurisdiction

- 1) This Agreement is governed by the laws of Austria.

- 2) The Parties agree to submit all conflicts arising from or related to this Agreement to the Austrian courts of the city of Innsbruck, and they waive any other jurisdiction and forum to which they may be entitled.

14. Secondary amendments

It is established that oral ancillary amendments do not exist. Any changes, amendments or additions to this contract must be in writing to be valid, including order-specific price quotes.

15. Signing of the Agreement

This Agreement may be signed by each party independently and a scanned version sent to the respective other party electronically. Alternatively, electronic signing of a digital copy is admissible.

16. Severability clause

Should any provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the Agreement, this shall not affect the validity of the remainder of the Agreement. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the objective pursued by the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

For the Contractor:

Andy Stauder
Managing director

Date and Signature

For the Client:

Aleksej Pozniakov
Deputy Director of the Lithuanian State Historical Archives,
Acting Director.

Date and Signature

Annex I - Commercial Offer

Lietuvos valstybės istorijos archyvas - Lithuanian State Historical Archives "Eon" Licence + Large "Transkribus Sites" Licence

Lietuvos valstybės istorijos archyvas - Lithuanian State
Historical Archives
Mindaugo g. 8
Vilnius, 03107
Lithuania

Reference: 20241205-145338447
Current date: December 10, 2024
Quote expires: March 5, 2025
Quote created by: Andy Stauder
Managing Director
a.stauder@readcoop.eu

Enter the Transkribus Ecosystem and start unlocking history together with us. Below are the details of the software and service package that we recommend for your use case. The package contains a Transkribus licence, for training dedicated models for the Lithuanian language (potentially mixed with German, Russian, Latin and other languages) and for publishing your material easily with your dedicated Transkribus Site. The package also contains training units and premium support to help you make the most of your Transkribus experience.

Products & Services

Item & Description	Quantity	Unit Price	Total
Transkribus Eon - 1-Year Licence Product Description:	1	€24,990.00 / year	€24,990.00 / year

Comprehensive Licensing Package: Empowering Your Organisation with Premium Features

Our all-inclusive "Eon" licensing package is designed to meet the needs of institutions and organisations that require extensive resources, advanced capabilities, and personalised support for their digitisation and transcription projects. Here's what's included:

Core Features

100 User Seats: Includes 100 assignable user accounts, managed through a central administrative account. This setup facilitates seamless collaboration within your team, allowing users to work simultaneously while benefiting from shared access to resources under the subscription.

10 TB Storage: Ample storage capacity for your digitised materials, ensuring space for large-scale projects, including high-resolution scans and extensive historical collections.

500,000 Credits per Year: Annual credits to power AI-based text and layout recognition, transcription, and other advanced features. Credits can be scaled further through optional credit packages (available for separate purchase).

Tailored Onboarding

4-Session Programme: A structured, personalised onboarding experience to ensure your team maximises Transkribus's capabilities.

Includes:

- **1-Hour Introduction:** A comprehensive overview to get started with ease.

- **Focused Training Sessions:** Targeted sessions that delve into specific tools and workflows, empowering your team to handle complex projects with confidence.

Dedicated Support for Success

Dedicated Account Manager (DAM): Your go-to advisor for strategic implementation and overall subscription management.

Item & Description	Quantity	Unit Price	Total
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Dedicated Success Manager (DSM): Technical expertise to guide your team in leveraging advanced AI functionalities and streamlining workflows.

Premium Support Channel: A prioritised support service for timely and efficient responses to any queries or challenges.

Advanced Functionality and Tools

AI Recognition and Training:

Access to standard and advanced AI models for both text and layout recognition.

Custom training options to adapt AI to your specific documents and requirements.

Full-Text Search: Powerful search capabilities for your digitised documents, enabling users to locate information quickly and accurately.

Transcription Editor: A seamless interface for editing and refining machine-generated transcriptions.

Collaboration Tools: Enhanced collaborative functionalities to streamline teamwork on transcription and review tasks.

API Access: Integration with your existing systems and workflows via Transkribus's robust API capabilities.

Advanced Data Export Formats: Flexible export options for various data formats to ensure compatibility with downstream processes.

Scalable Credit Packages

Additional credits can be purchased separately, offering scalability to meet the demands of larger or growing projects.

This premium licensing solution provides your organisation with the tools, resources, and support needed to undertake ambitious digitisation and transcription projects. With robust storage, advanced AI functionalities, and dedicated support, it's tailored for institutions that require efficiency, precision, and scalability. Whether you're managing archival collections, conducting academic research, or spearheading heritage projects, this package ensures your success at every step.

Item & Description	Quantity	Unit Price	Total
Transkribus Sites 500k Pages - Annual Licence	1	€3,289.00	€3,289.00 / year
Product Description:		/ year	

Transkribus Sites: A Comprehensive Solution for Publishing Historical Content Online

Transkribus Sites is a robust, user-friendly tool designed to transform your digitised historical documents into an accessible and interactive online presence. With this solution, you can publish your Transkribus material directly on your website, offering visitors an immersive way to explore and engage with your collections. It includes advanced features like full-text search functionality, enabling users to quickly locate specific information within your documents—ideal for researchers, educators, and enthusiasts.

Customisation and Branding

Equipped with a CMS-like editor, Transkribus Sites allows you to fully customise your site to reflect the unique identity of your institution, organisation, or project. Whether it's aligning with institutional branding, creating an intuitive layout, or tailoring the user interface to meet your audience's needs, this tool ensures that your site not only looks professional but also feels cohesive and personal.

Seamless Integration

Transkribus Sites integrates effortlessly with your Transkribus workspace, streamlining the process of making your digitised documents publicly available. This seamless connection eliminates the need for extensive technical expertise, allowing historians, archivists, and project managers to focus on content curation rather than technical implementation.

Enhancing Accessibility and Engagement

By publishing your historical collections online with Transkribus Sites, you dramatically improve accessibility, allowing a global audience to interact with your materials anytime, anywhere. The intuitive navigation and robust search capabilities make it easier for users to explore complex documents and unearth valuable insights, fostering deeper engagement and appreciation for your work.

Key Features at a Glance:

Direct Publication: Publish your Transkribus material on your website without complex coding.

Item & Description	Quantity	Unit Price	Total
<p>Full-Text Search: Enable efficient navigation of your digitised documents.</p>			
<p>Customisable Design: Adapt the site's aesthetics and structure to your project's branding.</p>			
<p>Interactive Display: Present historical content in an engaging and user-friendly format.</p>			
<p>Scalable Solution: Suitable for small-scale projects and large institutional archives alike.</p>			
<p>Transkribus Sites bridges the gap between archival digitisation and public access, empowering institutions to bring historical collections to life in a way that is engaging, professional, and impactful. Whether you're an academic institution, a heritage organisation, or an independent researcher, this tool elevates how your work is shared with the world.</p>			
		Annual subtotal	€28,279.00
		Total	€28,279.00

Purchase Terms

Payment Terms

For subscriptions, the full amount must be paid at the beginning of each billing period in accordance with our General Terms and Conditions. The same applies to the purchase of credit packages.

For manual services and/or customised projects up to an order value of EUR 10,000.00 (excl. VAT) 100% prepayment only is possible, for a higher order value a down payment of 50% is required. Payment of the remaining amount is due upon completion of the project, whereby completion is understood to be the full fulfilment of all services specified in the offer or (if applicable) the fulfilment of a dedicated service contract.

Questions? Contact me



Andy Stauder

Managing Director

a.stauder@readcoop.eu



[Terms & Conditions](#) | [Cancellation Policy](#)

READ-COOP SCE mit beschränkter Haftung (with limited liability),

Kranebitter Allee 22, 6020 Innsbruck, Austria;

UID-Nr./VAT-ID ATU74983823

Firmenbuch 520187g, Landesgericht Innsbruck

Reverse Charge: Please be aware that our quotations do not include VAT for businesses and other eligible entities within the European Union. The reason for this is that the reverse charge mechanism applies if you possess a VAT ID, or the equivalent of a VAT ID for countries outside of the European Union, as per EU regulations. Consequently, the responsibility for VAT payment transfers to the recipient of the goods or services. We kindly request you to verify your VAT ID during transaction to ensure a seamless application of this process.

Annex II - General Terms and Conditions of READ-COOP



General Terms and Conditions

Valid from 8 November 2024

Updated on 4 December 2024

1. General

1.1. These General Terms and Conditions (hereinafter the "**GT&C**") establish the legal framework for the relationship between READ-COOP SCE with limited liability (hereinafter referred to as "**READ-COOP**", "**we**", or "**our**") and its Users and Customers (hereinafter referred to as "**you**" or "**your**").

1.2. These GT&C govern the usage of all Products and Services provided by READ-COOP. They also define the commercial terms that apply to the relationship between you and READ-COOP, ensuring a clear and mutually agreed-upon understanding of the rights, responsibilities, and obligations.

1.3. By accessing or using any of the Products or Services offered by READ-COOP, you confirm that you meet the "Minimum Age" requirement. "**Minimum Age**" means 16 years or any higher age required under applicable law for READ-COOP to lawfully provide its Services to you without parental consent. Individuals who do not meet the Minimum Age must not sign up, create an account, or provide any Personal Data to READ-COOP.

1.4. By accessing or using any of the products or services offered by READ-COOP, you acknowledge your acceptance of these GT&C and agree to be legally bound by their provisions.

1.5. Any GT&C that deviate from, contradict, or supplement these GT&C, even if they are within the knowledge of READ-COOP, are not considered a part of these GT&C. Exceptionally, they may become binding if and only if READ-COOP expressly agrees to them in written form, with email correspondence being sufficient for this purpose.

1.6. For a comprehensive understanding of these GTC, kindly read [Exhibit I](#) carefully. This section compiles all definitions of the terms referenced in this Agreement.

2. Access to our Products and Services

2.1. Scope

2.2. You may purchase and READ-COOP will provide you access to the Products and Services outlined in section 3. Any granted rights are subject to revocation or termination as per these GT&C. READ-COOP retains all rights, including Confidential Information and Intellectual Property Rights, not explicitly granted under this Agreement.

2.3. You are required to pay READ-COOP according to the pricing terms established during the online purchase process. This includes all price components, applicable taxes, and any additional charges outlined at checkout. Alternatively, pricing

agreements may be formalised by accepting or signing a Quote issued by authorised READ-COOP staff members.

2.4. Access to Transkribus is also available at no cost by creating a user account designated as free during the registration process.

2.5. **Access and Account creation**

2.6. To access our Products and Services, you must [register and create an account](#) (the "**Account**"). During registration, you are required to provide accurate and up-to-date information about yourself. Creating an account on behalf of a third party is not permitted unless you are an authorised representative of that third party.

2.7. Ownership of the Account is determined by the information provided during registration. It is crucial that **all** submitted information is true, accurate, up-to-date, and complete. You are responsible for informing us of any changes to the provided information to ensure its accuracy in our records. By providing your information and accepting these GT&C, you enter into an agreement with us that outlines our respective obligations. If you encounter issues accessing or logging into Transkribus, please refer to our [Help Center](#), or contact us directly at info@transkribus.org.

3. Products and Services

3.1. **Transkribus Software**

3.1.1. The official main version of [Transkribus](#) is accessible as a web application.

3.1.2. Additionally, Transkribus is available as Transkribus eXpert (also referred to as the Transkribus Expert Client), which can be downloaded and installed on a desktop or laptop computer equipped with the latest Java version. However, please note that Transkribus eXpert no longer receives updates, including, but not limited to, new features. Furthermore, we disclaim any responsibility for its proper functioning on any system and are under no obligation to remedy any errors or defects that may arise.

3.1.3. Furthermore, it is accessible as Transkribus On-Prem, which requires installation upon request by READ-COOP staff and can operate within a local environment, such as an isolated network or machine. READ-COOP does not assure the software's proper functioning on every hardware and operating system combination unless stipulated in a separate agreement.

3.1.4. Transkribus eXpert is distributed and made available free of charge under the GPL 3 software licence, Transkribus On-Prem under a dedicated licence.

3.1.5. You may have the opportunity to test early versions of our Services, referred to as Beta Versions. Please note that Beta Versions may not function as described in the provided documentation and may contain errors. We do not provide any assurances, warranties, or assume liabilities for Beta Versions, and we reserve the right to discontinue them at any time without prior notice. These GT&C do not obligate us to integrate Beta Versions into our standard Services.

3.2. **Transkribus Subscriptions**

3.2.1. To use Transkribus, an active Subscription is required. READ-COOP offers multiple Subscription tiers. Each Subscription provides access to a variety of software features and allows a customised Credit Allowance to align with your specific recognition needs.

3.2.2. Payment for your Subscription can be selected on a monthly, yearly or multi-yearly basis. Opting for yearly billing ensures that the entire Credit Allowance becomes available at the start and can be used up during the entire yearly Subscription term.

3.2.3. You can **upgrade** your Subscription at any point during the billing cycle by paying the upgraded subscription rate. Once the upgrade is successfully processed, the Credit Allowance and available features will be adjusted to match the new subscription. These upgrades will remain in effect until the Subscription is cancelled or downgraded.

3.2.4. You can **downgrade** your Subscription at any time. When downgrading, you will retain your existing Credit Allowance and feature availability until the end of the ongoing billing cycle. Once the next billing cycle begins, the subscription

will be adjusted to align with the downgraded Subscription. If, upon downgrading, the data stored in your account goes beyond the Storage Allowance included in your new subscription, the extra amount of data will be temporarily frozen. During this time, your ability to export will be limited until the excess data is reduced to fit within your current Storage Allowance.

3.2.5. Your Credit Allowance will expire at the end of each billing cycle.

3.2.6. Additional credit packages purchased do not expire. Once these credits are received in your Account, you acknowledge and accept that our service is considered fully rendered, notwithstanding your withdrawal right as a Consumer.

3.2.7. The Free subscription plan provides a monthly allowance of 50 credits at no cost.

3.2.8. Cancelling your subscription does not mean losing access to your Account. All your data will be retained after Subscription cancellation. However, your ability to export the data will be limited if it takes up more storage than provided by the free storage limit.

3.3. **Transkribus Sites**

3.3.1. Transkribus Sites enables you to publish your Collections online. Entire digital Collections can be shared with either a private group or the general public. Using the full-text and fuzzy-search features within your published Collection users can search for any word or phrase.

3.3.2. With the [appropriate Subscription](#), you can publish 1,000 Pages on Transkribus Sites at no extra cost. The allocation of 1,000 Pages on the Transkribus Sites platform is contingent upon your active and appropriate Subscription. In the event of a Subscription cancellation, your Transkribus Sites platform will be automatically discontinued.

3.3.3. To publish more than 1,000 pages, acquiring a Sites Subscription is necessary. Information about the pricing and tiers of these subscriptions can be found on our official pricing website. Should you decide to cancel your subscription, your Transkribus Sites website will be automatically taken offline.

3.3.4. You can choose to pay for your Sites Subscription on either a monthly or yearly basis. The terms outlined in Sections 3.2.3 and 3.2.4 regarding contract duration and billing cycles also apply to Sites Subscriptions.

3.3.5. READ-COOP reserves the right to cancel your Transkribus Sites Subscription and discontinue the associated services at the end of each billing cycle. READ-COOP must inform you in writing of your Sites Subscription cancellation. You acknowledge and agree that READ-COOP is not obligated to provide advance notice or remuneration for the discontinuation of the Transkribus Sites Subscription and its associated Services. The cancellation will take effect at the conclusion of the ongoing billing cycle.

3.3.6. READ-COOP does not ensure the Transkribus Site's error-free, uninterrupted, or completely secure operation, nor does it guarantee the immediate rectification of defects.

3.4. **Metagrapho API**

3.4.1. The metagrapho API facilitates the integration into Client-side workflows of processing images using Transkribus technologies. With metagrapho API, you can submit images for processing and later retrieve results using the provided IDs. Please access the relevant technical documentation of the metagrapho API at [this link](#).

3.4.2. The metagrapho API is available exclusively to [certain Subscriptions](#).

3.4.3. When using the API, your images will be stored on our servers only for the duration required to execute processing. Shortly after processing is completed, the images are automatically deleted. The processing of your documents takes place on our servers located in the European Union (Austria and Germany).

3.4.4. READ-COOP will provide you with your own access details for the API.

3.4.5. When processing your images through the API, a discount factor is applied to the balance consumption per page as specified in Exhibit I, under "Credits".

3.4.6. READ-COOP reserves the right to release new versions of the API, potentially offering an expanded or different set of features. Furthermore, READ-COOP may discontinue outdated API versions. Any termination or Updates will be communicated to you in writing, specifically via email.

3.4.7. Some Third-Party Applications may require you to purchase Services from READ-COOP in order to use certain features of these Applications (e.g. certain plugins). READ-COOP is not responsible for any Third-Party Applications. Any use of such a Third-Party Application is subject exclusively to the terms and conditions of the respective provider and READ-COOP has no responsibility regarding these Third-Party Applications.

3.5. **ScanTent**

3.5.1. READ-COOP is the manufacturer (in accordance with the Austrian Product Liability Act) and distributor of the ScanTent scanning tool. The ScanTent offers you the capability to scan documents in a controlled environment, right on your desk, using only a smartphone and the DocScan app or any other imaging app of your choice.

3.5.2. You are responsible for covering the shipping costs incurred by READ-COOP for each order placed.

3.5.3. Shipments usually occur on a weekly basis, and READ-COOP will provide you with a tracking number during the transaction. If an item is unavailable at the time of dispatch, we will ship it as soon as it becomes available.

3.5.4. Dispatch will only take place after full payment. Payment options include PayPal and Credit Card via Stripe. Upon your request and following review and approval by READ-COOP, you have the option to place an order on account. In this case, the payment method of bank transfer applies, and the goods ordered will remain in the possession of READ-COOP until full payment is received.

3.5.5. In accordance with the agreed Incoterm DPU (Delivered at Place Unloaded), it is important to note that the responsibility for clearing the goods for import falls upon you. This entails the necessary procedures and obligations related to the customs clearance process, including any documentation, fees, or requirements imposed by the importing country. It is

your responsibility to ensure compliance with the regulations and facilitate the smooth clearance of the goods at the designated place of delivery.

3.6. **DocScan App**

3.6.1. DocScan App is an Android application specifically created for use with the ScanTent. For more information on the usage and features of the DocScan App, please refer to our [Help Center](#).

3.6.2. READ-COOP reserves the right to update or modify the DocScan App to enhance functionality, address issues, or incorporate new features. Users will be notified of significant changes, and continued use implies acceptance of such modifications.

3.6.3. The DocScan App may process and store scanned images. READ-COOP is committed to maintaining the security and privacy of user data. Images are stored on the user's device and are not transmitted to READ-COOP servers without your explicit consent.

3.6.4. You may access support resources provided by READ-COOP to address queries or issues related to the DocScan App. READ-COOP will make reasonable efforts to provide support but does not guarantee uninterrupted availability.

4. **Support**

4.1. READ-COOP is dedicated to delivering comprehensive support services to enhance your effective use of Transkribus. Our commitment is reflected in the accessibility of our [Help Center](#), where you have the opportunity to explore articles designed to provide assistance across various features and workflows within the Transkribus Software.

4.2. You may seek support through designated channels, which may include email (i.e. info@transkribus.org), ticketing systems, or other communication platforms provided by READ-COOP.

Service Level (Subscription tier or Membership Status)	Free	Scholar	Team	Member	Organisation	Epic Member
Access to Help Center	✓	✓	✓	✓	✓	✓
Support Request via email (info@transkribus.org)	✓	✓	✓	✓	✓	✓
Support Request via Chat	✓	✓	✓	✓	✓	✓
General Webinars	✓	✓	✓	✓	✓	✓
Dedicated Account Manager					✓	✓
On-boarding Session				✓	✓	✓
Exclusive Webinars					✓	✓
Premium Support				✓	✓	✓
Dedicated Support Channel					✓	✓

4.3. During your Subscription duration, upon the successful payment of the monthly or yearly fee, as well as any other applicable fees outlined in your Quote, you will have access to the aforementioned service level of support. The availability of this support is contingent on your chosen Subscription type and/or Membership status. For detailed information on support levels associated with different tiers of subscriptions, please refer to our dedicated websites.

4.4. READ-COOP commits to making support services available during regular business hours (9:00 AM to 5:00 PM, CET), Monday through Friday, excluding Austrian public holidays.

4.5. You can expect timely and professional assistance from READ-COOP to address technical problems related to our Products and Services. Resolution times are subject to the severity level and the specific circumstances of each case.

4.6. Support does not cover issues resulting from misuse, modifications made by clients or users, or external factors beyond the control of READ-COOP.

5. Availability "As-Is"

5.1. READ-COOP services (including Transkribus), along with all information, content, materials, products, and other services provided, are offered on an "as is" and "as available" basis, unless otherwise specified in writing. We do not make any representations or warranties, express or implied, regarding the operation of our services or the information, content, materials, products (including software), or other services provided through READ-COOP, unless explicitly stated otherwise in writing. By using our services, you expressly agree to assume all associated risks.

5.2. For transparency, up- and downtime records will be documented and made accessible at <https://status.transkribus.org>. Unavoidable downtime due to planned maintenance will be communicated to you electronically.

5.3. To ensure efficient operation, READ-COOP may impose reasonable limits on your use of the service. This may include restrictions on file size, download/upload rates, connection timeouts, API access, or, if necessary, partial or complete termination of service provision.

5.4. READ-COOP reserves the right to modify its Products and Services at any time and to terminate the operation and access to Transkribus. In the event of termination of Transkribus operation, READ-COOP may, but is not obligated to, delete any material uploaded or created by you.

6. Copyright and Intellectual Property

6.1. Grant of Usage Permission

6.1.1. READ-COOP grants you a limited, non-exclusive, non-transferable, non-sublicensable, worldwide right (usage permission), to use the READ-COOP Products and Services during the term of this Agreement.

6.1.2. READ-COOP grants you a non-exclusive, non-transferable, non-sublicensable worldwide right (usage permission) to use the documents and support material provided for the duration of and in accordance with this Agreement. This applies in particular to reproducing and passing material on to employees or contractors, insofar as this is necessary for the adequate use of the Products and Services.

6.2. Ownership and Licence for User Content

6.2.1. Your Material, Processed Material and Training Data (collectively referred to as "**User Content**") remains yours. You retain ownership and any intellectual property rights that you may have.

6.2.2. We need your permission to use your User Content, provided that they are protected by intellectual property rights. Therefore, you grant READ-COOP the worldwide, royalty-free, transferable, sublicensable and non-exclusive licence to use the User Content exclusively for the purpose of providing and improving our Products and Services, for as long as your User Content is protected by intellectual property rights. In particular, you grant READ-COOP

a. The right to store, modify, and process the User Content, and

b. The right to communicate, publicly perform or display, and transmit the User Content, exclusively if You have made it publicly accessible through a service provided by READ-COOP, as stated in clause 12.3.1.

6.2.3. The User Content must not contain any Personal Data of any kind, unless you have signed a Data Processing Addendum ("**DPA**") with us. You represent and warrant that you have the necessary rights to grant this licence and that your User Content does not infringe the law or any third-party rights or interests.

6.2.4. You are free to delete your uploaded User Content at any time. However, this does not imply an obligation for READ-COOP to completely delete non-Personal Data you uploaded, such as Material and Training Data, or their backup copies. Such data may be preserved, with access limited to authorised personnel, for the purpose of providing and improving our Products and Services. Should you require a guarantee of complete deletion of non-Personal Data, we offer this as a dedicated service for which costs may be incurred. Please approach our team at info@transkribus.org if you would like to make use of this service.

6.2.5. If, following the use of Transkribus, your recognition results are deemed to be copyrighted in favour of READ-COOP, the following terms apply: READ-COOP hereby provides you with exclusive, transferable, sublicensable, worldwide, indefinite rights to use the recognition results extensively. These rights encompass unlimited use, modification of the recognition results, and the creation of derivative works, extending to both existing and future forms of use.

6.3. **Third Party Copyright and Intellectual Property Rights**

6.3.1. You must make sure that you have the necessary copyrights or intellectual property rights, or usage permissions for any Material you transmit to READ-COOP. Do not upload copyrighted or otherwise protected Material to Transkribus unless you possess the appropriate rights or permissions to use it. Additionally, do not use such Material for distribution or transmission. Failure to comply with this directive may result in READ-COOP irrevocably deleting the provided texts and documents, reporting you to the authorities, and permanently excluding you from using the Products and Services. If you suspect any infringement of intellectual property rights by other users, please notify READ-COOP via email at reportabuse@transkribus.org.

7. Term, termination and Account Suspension

7.1. Term and termination

7.1.1. Your access to our Services begins once you complete the Account creation process and remains active until your Account is terminated. Cancelling or downgrading your Subscription does not terminate this Agreement; the Agreement will only terminate when your Account is deleted, and you no longer have access to our Products and Services.

7.1.2. You may terminate and delete your Account, and thus your access to the Products and Services, at any time by submitting a written notice to info@transkribus.org. No prior notice is required. Upon receipt of your request, READ-COOP will delete your Account and all associated Personal Data, except where retention of certain data is required by applicable law.

7.1.3. Your User Content will remain accessible to you throughout the term of this Agreement, provided you comply with your Storage Allowance. Upon termination of your Account, READ-COOP reserves the right to delete any User Content you have uploaded or created. Please note that after your Account is terminated, you will not be able to request the release of any Training Material, unless it contains Personal Data.

7.1.4. This provision does not affect your statutory right of withdrawal as a consumer. For more details, please refer to clause 8 below.

7.2. Suspension and possible termination of your Account

7.2.1. READ-COOP reserves the right to suspend your Account if you provide false, inaccurate, outdated, or incomplete information during the Account creation process or if you fail to adhere to these GT&C or other legally mandated provisions.

7.2.2. We reserve the right to alter, restrict access to, delete, or decline to host, display, or make available any Material that is deemed to violate the law or these GT&C. This determination may be based on the content of the Material itself, its usage, or its interaction with other Material, entities, or individuals. Except when Material automatically triggers READ-COOP's liability under applicable law or when immediate action is necessary to prevent harm, we will notify you in advance of our intention to

take action against such Material. We will provide a reasonable timeframe for your response and remedial action. In these situations, we will contact you, urging you to rectify any breaches of these GT&C.

7.2.3. READ-COOP is authorised to delete your Account if you fail to address any GT&C breach within a non-extendable period of ten (10) calendar days from the notification date. Furthermore, your Account may be deleted if you substantially violate these GT&C, including, but not limited to, using the Account for fraudulent purposes or intentional violations of the law. Please note that termination of the Account may result in the loss of data, and refunds are excluded. Fraudulent behaviour includes, but is not limited to, the following:

- a. Using a non-existent or obviously invalid email address for registration.
- b. Providing a physical address that does not exist or is invalid.
- c. Registering multiple times to exploit the free service or having outstanding payments from previous Agreements or Orders.
- d. Utilising a fraudulent, lost, stolen, or banned/prohibited means of payment.

7.2.4. Access to the Services will be suspended if you dispute a payment without providing READ-COOP with a valid reason. The suspension will remain in effect until you provide READ-COOP with a valid explanation.

8. Right of Withdrawal

8.1. This section applies to you if you are a Consumer within the meaning of the Austrian Consumer Protection Act (KSchG, BGBl. No. 140/1979).

8.2. You have the right to withdraw from this Agreement within 14 days without giving any reasons. For Services, the withdrawal period concludes 14 days from the Agreement's conclusion date. In the case of physical Product deliveries, the withdrawal period expires 14 days from the date of delivery.

8.3. If READ-COOP fulfils the entire Service before the withdrawal period concludes, effective withdrawal from the Agreement is no longer possible.

8.4. In order to exercise the right of withdrawal, you must inform READ-COOP of your decision to withdraw from this Agreement by means of an explicit written statement to office@transkribus.org. In order to comply with the withdrawal period, it is sufficient if you send your notification about your exercise of the right of withdrawal before the withdrawal period expires.

8.5. **Consequences of withdrawal**

8.5.1. If you withdraw from this Agreement, READ-COOP will refund all payments received from you. The refund will be made immediately and in any case no later than 14 days from the day on which READ-COOP is informed of your decision to withdraw from this Agreement. Unless expressly agreed otherwise, READ-COOP will make this refund using the same payment method you used for the original payment.

9. **Subscription duration and cancellation**

9.1. If you decide to cancel, you will no longer have access to the features included in your subscription plan after the end of your current billing cycle. However, your existing data and account access will remain unaffected. If, upon cancellation, the data stored in your account goes beyond the provided free storage limit, the extra amount of data will be temporarily frozen. During this time, your ability to export will be limited until the excess data is reduced to fit within the free storage limits.

9.2. **Monthly Subscriptions**

9.2.1. Our monthly subscriptions run for the period of a calendar month (e.g., from 23 July to 23 August), with automatic renewal at the end of each billing cycle. You are free to [cancel your subscription](#) at any time before the next billing cycle starts, and no charges will be incurred for cancellation.

9.3. **Yearly Subscriptions**

9.3.1. Yearly subscriptions have a billing cycle and contract duration of one year, with automatic renewal at the end of each term. You may [cancel your subscription](#) up to 30 days before the start of the next billing cycle. No charges are incurred for cancellation.

9.4. **Refunds**

9.5. Refunds are only possible if you are a Consumer within the meaning of the Austrian Consumer Protection Act (KSchG, BGBl. No. 140/1979) and within the withdrawal period of 14 days from the Agreement's conclusion date.

10. **Your Responsibilities**

10.1. You must not use, nor allow third parties to use, the Products and Services provided by READ-COOP (including generated recognition results) for the following purposes:

- a. Operating critical infrastructure such as power stations, military or defence facilities, medical equipment, or other devices, the disruption or destruction of which could cause unpredictable economic or physical damage. This includes but is not limited to critical infrastructure as defined in European Directive 2008/114/EC.
- b. Engaging in any illegal activity, including developing applications that violate the rights of third parties or other applicable laws or regulations.
- c. Spamming or other unsolicited advertising.
- d. Performing benchmarks or other capacity tests of READ-COOP's technical infrastructure.
- e. Transferring data to READ-COOP that may not be transmitted or processed due to data protection laws, contractual or statutory confidentiality obligations, export restrictions, intellectual property rights of third parties, or other legal regulations or third-party rights.

f. Uploading and/or storing data that, due to its nature (e.g. viruses) or size, poses a significant risk of jeopardising the existence or operation of Transkribus or READ-COOPs infrastructure.

10.2. You must keep your access details secure and not share them with third parties unless necessary for the intended and permitted use.

10.3. You must comply with **all legal** requirements for data collection, processing, and use when transmitting data to READ-COOP. If you intend to use our Services to transfer Personal Data as a data controller under the GDPR, you must enter into a DPA with READ-COOP before uploading or transmitting any Personal Data to us.

10.4. This Agreement does not cover the processing of **special** categories of personal data under Article 9 GDPR. You must not upload such data to Transkribus or provide it to READ-COOP. If you inadvertently submit such data, you are responsible for notifying READ-COOP immediately and ensuring that it is promptly deleted.

10.5. If you use Third-Party Applications, you must comply with the terms of use established by the provider.

10.6. You may only use the Products and Services in compliance with applicable laws, including export control laws and regulations.

10.7. **Subscription management responsibilities**

10.7.1. As the administrator of an organisational Subscription, you have restricted rights to manage the data of users granted a seat. You are responsible for ensuring that users assigned these seats **fully** understand the implications for their privacy when they agree to participate in your Subscription.

11. Online Purchasing Process

11.1. **General**

11.1.1. To place an Order via our website, it is necessary to set up an Account, provide a name and email address, create a password and enter a billing address.

11.1.2. READ-COOP reserves the right to refuse your Order. By confirming your Order or providing Services, READ-COOP explicitly or implicitly accepts to enter into this Agreement with you. The delivery of automatic Services starts within a few minutes from the conclusion of this Agreement. Until an Order is confirmed with the last click in the online purchasing process, you can change or cancel the Order at any time. By submitting an Order or using our Products and Services, you acknowledge and accept this Agreement and enter into a legally binding contract with READ-COOP.

11.2. **Price and Payment**

11.2.1. You are required to pay the agreed-upon remuneration in accordance with the price established during the online purchase process or within the online shop. Alternatively, pricing agreements can be formalised by accepting or signing a Quote issued by authorised members of our staff.

11.2.2. You may make payments using Paypal or Credit Card through our payment processor, Stripe.

11.2.3. All prices displayed on our website include Austrian value-added tax (VAT) unless explicitly stated otherwise. If you represent an institution, organisation, or company with a valid VAT identification number or its equivalent, and reverse charge VAT applies to you, you can specify this condition during the online purchase process. Your price offer will be adjusted accordingly after confirming the validity of the provided information.

11.2.4. If you qualify for tax-exempt status, please contact us and provide proof of your exempt status issued by the tax authority in your country of residence. Upon review and confirmation of the validity of this documentation, we will adjust our price offer accordingly. Please note that we are not obligated to accept your documentation.

11.2.5. At the beginning of each billing cycle, READ-COOP will start the billing process for your Subscription. Your Subscription fees and any associated taxes will be automatically billed to your designated payment method. Maintaining accurate and up-to-date payment details is your responsibility. Any alterations to your billing information must be promptly

communicated towards READ-COOP to prevent disruptions. Your continued use of the Subscription Services implies your agreement to the automatic recurring billing process.

11.2.6. Upon request, we can facilitate payment via bank transfer for the Services outlined in your Order or Quote during the online purchase process. An invoice containing all necessary bank transfer details, your billing address, and any other relevant information, such as the purchase order number, will be generated and sent to your designated billing email address. Additionally, the invoice will be accessible through your [customer portal](#). Invoices are payable within 14 days from the date of issuance. Please note that we reserve the right to decline the option to pay via bank transfer based on factors such as previous payment delays, the purchase amount, or organisational and resource constraints.

11.2.7. In the event that any undisputed payment under this Agreement is not received by READ-COOP by the specified due date, interest will be charged on the overdue amount. The interest rate will be the maximum rate permitted by the Austrian Civil Code (Allgemeines bürgerliches Gesetzbuch, ABGB) or the Austrian Commercial Code (Unternehmensgesetzbuch, UGB). Interest will accrue from the due date until the actual payment date. READ-COOP may apply these interest charges to overdue payments, subject to the Applicable Law.

12. General Considerations

12.1. Data Storage

12.1.1. READ-COOP stores the Material or Processed Material on its servers only to the extent that is technically necessary for the provision and further development of its Products and Services. We do not guarantee that the Material or Processed Material will be permanently stored on our servers or will be permanently made available to you.

12.2. Documentation Access Logs

12.2.1. READ-COOP is entitled to create and store access logs for purposes concerning billing, security, compliance and statistics. These access logs do not include Material or Processed Material. However, access logs may contain metadata of API

queries, such as the time of the API query and the amount of Material transferred, as well as information necessary for identifying the Material in question on READ-COOP servers.

12.3. **User Content**

12.3.1. You grant READ-COOP the right to use your User Content solely for the purpose of providing and improving its Products and Services, as stated in clause 6.2. READ-COOP will not share any User Content with any unauthorised third parties or make it publicly accessible through any of their platforms unless you give your express consent.

12.3.2. You have the option to make your custom-trained models available to the public for use by other Transkribus users. By choosing to share your models, we grant these users a sublicense to use the models, according to clause 6.2 of this Agreement. This sublicense is granted under the terms and conditions of this Agreement and is effective upon your express consent to share. You have two options for sharing:

a. **Public Model *with* Training Data:** By choosing this option, you agree to make both your trained model and the corresponding Training Data publicly accessible through Transkribus. This allows other users to view the Training Data and use the model.

b. **Public Model *without* Training Data:** If you prefer to share your model while keeping your Training Data private, you may opt to make only the trained model publicly available. This enables other users to use the model for their own purposes without accessing the underlying Training Data.

12.3.3. You may withdraw your consent to share your models and/or Training Data at any time by contacting us. The sublicense granted to other users is limited to use within the Transkribus platform and Services. Any use outside of this scope is not permitted under this Agreement.

12.4. **Shared collections and document management**

12.4.1. When you upload Material to Transkribus and add it to a shared collection, or move it to a collection with [multiple designated roles](#), you grant all authorised users in that collection the rights associated with their roles. This may include viewing, editing, deleting, or moving the Material, depending on their specific permissions, regardless of who originally uploaded it. We grant all such authorised users a sublicence to manage the documents within the scope of their assigned roles. The sublicence granted to other users is limited to use within the Transkribus platform and Services. If you do not wish to grant these rights, please refrain from adding your Material to shared collections with multiple authorised users.

12.5. **Service enhancements and modifications**

12.5.1. READ-COOP reserves the right to introduce additional features to its Products and Services at any time. Furthermore, READ-COOP may modify, restrict, or remove existing features due to data security, technical requirements, or legal changes. For updates regarding changes to available features, please refer to this [link](#).

12.6. **Additional Services**

12.6.1. Supplementary Services, unless specified in the description of a Subscription plan or membership programme, including consulting, customised software development, implementation, or educational services, are exclusively provided by READ-COOP through the issuance of a Quote, and are subject to separate billing. Please contact our team at projects@transkribus.org for any additional information on Supplementary Services.

12.6.2. These Supplementary Services are governed by these terms and conditions, as well as the terms and conditions for Managed Projects by READ-COOP. Upon requesting these Supplementary Services, READ-COOP will provide you with the applicable terms for your review. By signing the Quote, you accept the terms and conditions for Managed Projects, in addition to these GT&C.

12.7. **Involvement of Third Parties**

12.7.1. READ-COOP is entitled to involve third parties entirely or partly in order to fulfil its contractual obligations. The subcontractors identities may be disclosed upon request, preferably prior to the use of the services of READ-COOP and/or the

conclusion of an Agreement.

12.8. **Model accuracy disclaimer**

12.8.1. READ-COOP explicitly disclaims responsibility for the accuracy and error rate of the models. The achieved recognition accuracy is primarily dependent on your handling and the effort invested in training the recognition models. For detailed instructions on best practices and recommendations, please refer to our [Help Center](#).

12.9. **Free processing, Trials, and Scholarships**

12.9.1. READ-COOP may, at its discretion, offer complimentary additional Credit packages or Subscriptions for processing your Material. This may include scholarships for theses, bonuses for Transkribus workshops, or other free processing in educational or project contexts.

12.9.2. Furthermore, READ-COOP may provide free trials for testing its Subscription Services. Please note that automatic billing after the trial period does not apply to these free trials.

12.10. **Single Account requirement**

12.10.1. To prevent abuse of the free Individual Subscription and associated Credit Allowances, no individual or institution may create more than one account linked to the same person or institution unless explicitly agreed upon by READ-COOP. However, different departments or management units within the same institution may create separate accounts. Violation of this requirement may result in the suspension or termination of Services. READ-COOP reserves the right to take appropriate actions to enforce this policy.

12.11. **Transkribus Connect**

12.11.1. You may post comments and other content, submit suggestions, ideas, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing on intellectual property

rights, harmful to children, or otherwise objectionable. The content must not contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false name or e-mail address, impersonate any person or entity, or mislead as to the origin of any content. READ-COOP SCE reserves the right (but not the obligation) to remove or edit such content.

12.12. **Illegal Content**

12.12.1. If you encounter any illegal content on our platform, please report it immediately by emailing us at reportabuse@transkribus.org. We take such reports seriously and will investigate promptly to ensure compliance with our policies and applicable laws.

13. Electronic Communications and Notifications

13.1. By using READ-COOP Services or contacting us via email, text, or other means, you consent to receive electronic communications from us, unless you have explicitly opted out. These communications may include in-app notifications, alerts, updates, disclosures, and other relevant information related to your use of our Services. We may send electronic communications to the email address associated with your account or through notifications within Transkribus.

13.2. We will send electronic communications to you only if:

- a. You have given explicit consent to receive them; or
- b. You have contacted READ-COOP, and the communication is necessary to respond to your inquiry or to fulfill legal or contractual obligations related to your use of our Services.

13.3. You acknowledge that electronic communications are deemed received when sent by READ-COOP, regardless of actual receipt. It is your responsibility to maintain accurate contact information and ensure that you receive and review these communications promptly.

14. READ-COOP's Liability

14.1. READ-COOP is liable, without limitation, for damages resulting from injury to life, body, health or for fraudulently concealed defects. Additionally, READ-COOP is liable for damages caused by intentional or gross negligence by its legal representatives or agents.

14.2. READ-COOP is liable, for paid service provisions, for damages that were typically foreseeable at the time of entering into this Agreement and caused by a slightly negligent breach of an essential contractual obligation necessary for the proper execution of this Agreement. However, READ-COOP is not liable for damages caused by a slightly negligent breach of a non-essential contractual obligation. This clause does not apply to free services provided by READ-COOP.

14.3. READ-COOP's liability is limited as described above and does not extend to incidental, indirect, punitive, or consequential damages; loss of revenue, data, profits, or business opportunities; or any other special damages. Any further liabilities are also excluded.

14.4. These limitations of liability also apply to the personal liability of READ-COOP SCE's employees, representatives, and agents.

14.5. The limitations of liability outlined above shall not restrict any mandatory statutory liability under applicable regulations, including but not limited to the Austrian Product Liability Act.

15. Warranty

15.1. If you are a consumer residing in the European Union, you are entitled to statutory warranty rights under applicable consumer protection laws. These rights remain unaffected by this warranty clause and include:

- a. The right to have defective services or goods repaired or replaced free of charge.

b. The right to a price reduction or refund if repair or replacement is not possible or cannot be carried out within a reasonable time.

15.2. READ-COOP provides its Products and Services with a warranty that they will conform to the descriptions provided in our documentation and marketing materials. This warranty is valid for a period of 24 months from the date of delivery or for the entire contract term when providing subscriptions.

15.3. To make a warranty claim, please contact us at office@transkribus.org with a description of the issue and proof of purchase. We may request additional information to process your claim. We encourage you to report and provide a detailed description of defects as soon as they are identified.

15.4. This warranty does not cover:

- a. Issues caused by misuse, neglect, alterations, or unauthorised modifications of the service.
- b. Problems arising from non-compliance with provided instructions or recommendations.
- c. Service interruptions or performance issues caused by external factors beyond READ-COOPs control, including but not limited to, internet connectivity issues or third-party service failures.
- d. Planned service interruptions for maintenance purposes.
- e. Free services, which are provided "as-is" without any warranty.

15.5. In case of any inconsistency between this clause and applicable law, the latter shall prevail.

15.6. You may support READ-COOP in the elimination of defects free of charge, particularly by providing READ-COOP with all necessary documents, data and other information useful for the elimination of defects.

16. User Responsibility and Indemnification

16.1. If you have a dispute with one or more users or third parties, you agree to release READ-COOP from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

16.2. You agree to indemnify, defend, and hold harmless READ-COOP, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees) ("**Losses**") arising out of or in connection with any third-party claim resulting from:

- a. you or any of your users' violation of these GT&C or applicable law;
- b. any claims that your User Content, including its use by READ-COOP or its subcontractors, infringes or violates any third-party rights, including but not limited to intellectual property or data protection rights. This indemnification extends to any administrative fines or other regulatory or judicial orders and claims.

16.3. READ-COOP will promptly notify you of any such claim and, where possible, allow you to participate in the defence and settlement of the claim at your own expense.

17. Limitation of User Liability

17.1. Except for your (i) obligation to pay fees, (ii) obligations under clause 16 User responsibility and Indemnification, and (iii) violations of our intellectual property rights, your aggregate liability to READ-COOP, its affiliates, or any third party for any claims arising out of or related to your use of the Services shall be limited to the total amounts paid or payable by you for the Service in the twelve (12) months preceding the main event giving rise to the claim. If you use only the free services, your aggregate liability shall be limited to 500 Euros.

18. Changes

18.1. READ-COOP may unilaterally modify this Agreement to comply with applicable laws or if the changes do not adversely affect your rights or obligations, by publishing the revised terms on our website. For any other changes, READ-COOP will provide prior notice via email or through our software interface. If you do not agree with these changes, you must terminate your account and cease using our Products and Services. Editorial changes or minor updates that do not alter your rights or obligations do not require prior notification. Your continued use of our Products and Services after the effective date of the revised terms constitutes your acceptance of those changes.

19. Complaints Procedure

19.1. The European Commission offers an online platform for dispute resolution. It is available at <https://ec.europa.eu/consumers/odr/>. READ-COOP is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

20. Final Provisions

20.1. Your terms and conditions are not part of this Agreement unless READ-COOP has expressly agreed to them in writing.

20.2. Changes to and additional agreements to this Agreement require a written form. This also applies to a waiver of this clause on the written form.

20.3. You can only offset claims against READ-COOP or assert a right of retention if their counterclaim is acknowledged by READ-COOP or has been legally established.

20.4. Should individual provisions of these GT&C be wholly or partially invalid, this must not affect the validity of the remaining provisions. In this case, a new provision which corresponds or comes closest to the economic purpose of the invalid provision or the alleged will of READ-COOP will be made in place of the invalid provision.

21. Applicable Law

21.1. This Agreement is governed exclusively by the law of the Republic of Austria excluding all bilateral and/or multilateral agreements concerning the purchase of movable property. Particularly excluded are the UN Convention on Contracts for the International Sale of Goods (CISG), the conflict of laws rules of the International Private Law (IPRG) and application of Rome I. If you are a consumer within the meaning of the Austrian Consumer Protection Act (KSchG, BGBl. No 140/1979), mandatory statutory consumer protection regulations under the law of the country in which the consumer has their habitual residence remain unaffected.

22. Jurisdiction

22.1. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement is Innsbruck, provided that one of the following applies: (i) the contracting parties are entrepreneurs, (ii) you have no general place of jurisdiction in Austria or in another EU Member State, (iii) your permanent residence was transferred to a foreign country after these GT&C came into force, or (iv) your residence or habitual residence is unknown at the time of the complaint.

23. Contact Information

23.1. If you have any questions or concerns about these GT&C, please contact READ-COOP at:

READ-COOP SCE (with limited liability)

Kranebitter Allee, 22 6020 Innsbruck

Austria / Europe

E-Mail: info@transkribus.org

Exhibit I: Definitions

"**Additional Package**," "**Additional Credit Package**" or "**Credit Package**" refers to supplementary packages expressly designed to add flexibility within the framework of all Subscription plans or dedicated projects. These packages offer additional credits, ensuring the uninterrupted advancement of your project, regardless of its scale or extent. These packages do not expire, and you accept that with their purchase the service that they constitute has been rendered in full.

"**Business Days**" are Monday to Friday, except public holidays, in Tyrol, Austria.

"**Credits**" are the virtual unit of value that enables a certain level of access to our platform and regulates to what extent you are able to use the platform. The extent of feature accessibility depends on the recognition engine used and whether the Material being processed is printed or handwritten. Additional Credit Packages can be purchased through our online shop according to the latest version of our [pricing model](#).

To check the most recent applicable consumption rate of credits per page for the various features and engines, please visit our [website](#). If you use the metagrapho API, a [discount factor](#) is applied to the credit consumption per page.

The expiration of credits obtained through a Subscription occurs at the end of each billing cycle, whether monthly or yearly. Additionally, any Add-on Credit Packages do not expire and with the receipt of such credits, the service has been rendered in full. For detailed information on expiration, processing speed, and shareability, please refer to this [link](#).

"**Credit Allowance**" refers to the quantity of credits allocated to you upon the purchase of a Transkribus subscription. The specific allowance may differ based on the type of subscription selected. It is important to note that any remaining balance expires at the conclusion of each billing cycle.

"**Confidential Information**" refers to any non-public, proprietary information disclosed by one party (hereinafter referred to as the "Disclosing Party") to the other party (hereinafter referred to as the "Receiving Party") during the term of this Agreement. Confidential Information may include, but is not limited to, trade secrets, business plans, financial data, technical specifications, and any other information marked as confidential or disclosed under circumstances indicating its confidential

nature. The Receiving Party agrees to maintain the confidentiality of such information and not to disclose, reproduce, or use it for any purpose other than as expressly authorised by this Agreement.

"Customer" refers to the person or entity ordering or subscribing to the Products or Services of READ-COOP as a contracting party to READ-COOP.

"Storage Allowance" refers to the designated storage capacity assigned to you upon acquiring a Subscription or opting for the Free subscription. Specific storage quantities are detailed in the feature descriptions of various subscription plans available on our [website](#).

"Training Data" refers to sufficiently high-quality existing pairs consisting of an image and any other generated data corresponding to it, such as transcripts, layout data etc., which you have transmitted to the READ-COOP servers or produced there in order to train models and thus improve and adapt the recognition results of Transkribus or its components.

"Handwritten Material" refers to all Pages (images) predominantly or significantly composed of handwritten content.

"Managed Projects" refers to custom services provided by READ-COOP to the Customer, which may include automatic transcription, publishing, information extraction, and other related services. These services are carried out by READ-COOP on behalf of the Customer and are governed by specific terms and conditions that supplement the General Terms and Conditions of READ-COOP. In the event of any conflict, the specific terms will prevail over the general terms.

"Material" refers to images and other data which you have uploaded to the READ-COOP servers in order to have them stored, displayed or processed using software by READ-COOP.

"Member," "Membership," or "Membership Status" refer to both individuals and institutions holding READ-COOP shares and are bound by our [Statutes](#). Members hold a unique position within the cooperative as key stakeholders, enjoying special benefits, and have exclusive access to all features. Both private individuals and institutional entities are eligible to join the cooperative. For more information on membership, please refer to <https://readcoop.org/>.

"Metagrapho API" refers to the application programming interface that READ-COOP provides to you as described in Section 3.4.

"Order" refers to the formal request or transaction initiated by a User or Customer to acquire Products or Services from READ-COOP. The Order encompasses detailed information such as the type and quantity of Products or Services, pricing, billing details, and other relevant terms and conditions. Upon confirmation and acceptance by READ-COOP, the Order establishes a binding contractual agreement between you and READ-COOP for the specified Products or Services within the online purchase process.

"Page" refers to an individual image file concerning processing and billing, with a one-to-one correspondence where 1 page of the physical original equals 1 digital image.

Personal Data refers to any information relating to an identified or identifiable individual (the **"Data Subject"**) that is protected under the General Data Protection Regulation (EU 2016/679) (**"GDPR"**). An identifiable individual is one who can be recognized, directly or indirectly, through identifiers such as a name, identification number, location data, online identifier, or by one or more factors specific to their physical, physiological, genetic, mental, economic, cultural, or social identity.

"Printed Material" refers to Material which exclusively or to a large extent contains printed or typewritten text.

"Premium Member" refers to Members possessing a higher quantity of shares, thereby affording them privileged access to and utilisation of our processing infrastructure.

"Processed Material" includes all Material that has been subjected to processing through the Transkribus API or any other interface offered by Transkribus.

"Products and Services" refers to a wide range of offerings provided by READ-COOP, including but not limited to those specified in the following list: Transkribus Web Application, Transkribus Expert Client, , ScanTent, DocScan App, API, and Transkribus Sites. This term signifies the various software applications, tools, and resources available to you as part of the READ-COOP offering.

"Quote" refers to an offering document that delineates the Products and Services to be delivered to you by READ-COOP. The Quote encompasses a comprehensive description of the ordered items, Service specifications, quantity, price, Service levels, payment terms, Subscription Term, and other relevant terms and conditions. Once both you and READ-COOP have accepted and agreed upon the terms within the Quote, it becomes an integral part of this Agreement. In the event of any inconsistency between the Quote and this Agreement, the terms of the Quote prevail.

"User" refers to individuals, entities, or any authorised parties who access, operate, or use the Transkribus software, its features, or related services, including but not limited to transcription, text recognition, data export, and document management functionalities, in accordance with this Agreement.

User Content refers to all materials you provide, upload, or generate through READ-COOP services, including Material, Processed Material and Training Data, as defined in this Agreement.

"ScanTent" is a scanning aid that allows Customers to scan documents, using the included DocScan app on their smartphone (smartphone not included), and to upload them directly to Transkribus.

"Sites Subscription" refers to a paid Service that allows Users to publish digital Collections on Transkribus Sites. This subscription provides expanded access beyond the complimentary 1,000 pages offered with Scholar and Organization Subscriptions, allowing users to publish more Material on their custom Transkribus Sites platform. Pricing details and subscription tiers are available on the official READ-COOP [pricing website](#).

"Subscriptions" or **"Subscription"** refers to the range of subscription plans offered by READ-COOP, which can be found in further detail [here](#). These subscription plans include both monthly and yearly options and are designed to cater to a variety of user needs and preferences. Each subscription comes with a predetermined Credit Allowance, which can be customised to align with your specific needs and their individual projects, ensuring flexibility and adaptability.

"Third-Party Applications" refers to any application, component, library, plugin or other software provided by a third party which enables you to use or access READ-COOP Products and Services. These are, for example, recognition plugins for Third-

Party Applications for which you have to use your own API credentials. Third-Party Software also includes software that was supplied by READ-COOP in the form of Code Parts or similar, but that has been modified and/or adapted by you or others.

"Transkribus" refers to the main Software Service of READ-COOP, which provides you with a user interface for the processing with machine learning algorithms of historical documents as well as for the publishing and searching of those documents. You can train your own AI models that fit your specific documents. Transkribus also enables you to enrich your material with metadata, and collaborate with others.