



## Memorandum of Agreement (“MOA”) for purchasing UBTCLLOUD as a service (software license)

### Palacký University Olomouc (“UP”)

a public higher education institution established by the Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Some Other Acts (the Higher Education Act), as amended

Registered office: Křížkovského 511/8, 779 00 Olomouc, Czech Republic

Identification number: 61989592

Tax Identification number: CZ61989592

Banking details: [REDACTED]

Bank account No.: [REDACTED]

Representative: prof. MUDr. Martin Procházka, Ph.D., rector

Person authorized to act in technical matters: [REDACTED]

and

### NSDevil Co., Ltd. (“NSD”)

Registered office: 27, Dunchon-daero 457beon-gil, Jungwon-gu, Seongnam-si, Gyeonggi-do, Republic of Korea

Identification number: 314-86-29725

Banking details: [REDACTED]

Bank account: [REDACTED]

Representative: [REDACTED]

Person authorized to act in technical matters: [REDACTED]

are going to purchase the UBTCLLOUD SaaS for language assessment enhancement.

Both parties must follow the instructions below.

- Instructions -

**“UP”: Purchases the UBTCLLOUD SaaS.**

**“NSD”: Provides support and consultation, cooperation for implementing UBTCLLOUD.**

- Cooperation details -

- “UP” shall purchase the UBTCLLOUD license from “NSD”.
- “NSD” shall set the UBTCLLOUD up for the “UP” within 1 month from the effective day of the MOA.
- “NSD” shall give a training program to “UP” for its implementation.
- “NSD” shall donate (30) pcs. of Whale browser-based equipment for the UBTCLLOUD to the “UP”.
- Both “Parties” shall use their own resources for its successful implementation.

In South Korea, Date: 10.07.2023

In Olomouc, Date: 28.08.2023

NSDevil Co., Ltd.  
[REDACTED]

Palacký University Olomouc  
Rector  
**prof. MUDr. Martin Procházka, Ph.D.**



## Detailed Regulations for the MOA

Palacký University Olomouc (“UP”) in Czechia and NSDevil Co., Ltd. (“NSD”) in South Korea have prepared this MOA for proceeding the assessment enhancement project based on the UBTCLOUD (“Project”) between “NSD” and “UP” utilizing the Whale browser-based devices with following terms and conditions. (“Parties”: “UP” and “NSD”)

### Article 1 (Purpose)

This detailed regulation has the purpose of cooperation for various items in the test utilizing the Smart devices and an education derived, using the best resources and ability of “Parties” in Czechia and South Korea.

### Article 2 (Basic Principle)

The “Parties” shall cooperate so that they could create mutual common profit through the Project, for enhancing the assessment based on online exam platform (UBTCLOUD) and building the environment for the future Korean language assessment such as TOPIK exam.

### Article 3 (Good Faith)

The “Parties” shall faithfully perform this detailed regulation based on the principle of good faith.

### Article 4 (Cooperation and payment)

Scope of services to be performed by the Parties shall be as following and shall be expanded to other fields step by step.

1. “NSD” shall provide total 3 years UBTCLOUD license (1 year license of UBTCLOUD + 2 years additional license of UBTCLOUD)
2. “NSD” shall provide information and training program, technical support for UBTCLOUD implementation.
3. “NSD” shall donate additional equipment such as Whale browser based smart devices (Total 30 pcs. of [Whalebook] or [Whaletab]).
  - A. The donation process shall start after the payment according to par. 4 (A.) below was completed.
  - B. The delivery cost (local delivery cost in South Korea, International delivery cost from South Korea to Czechia) and tax for custom clearance shall be paid by “NSD”. The local delivery from the Czech custom office to the “UP” shall be handled by “UP”.
4. “UP” shall purchase UBTCLOUD license from “NSD”.
  - A. Total amount of license cost: 28,300 USD.
    1. The payment will be made on the basis of a properly issued tax document (invoice), containing all the required data, and due within 30 calendar days from the day of the provable delivery of the invoice to the “UP”. The invoice shall be issued by the “NSD” no sooner than after the delivery of the license.
  - B. “UP” shall support the documents for the custom clearance for the donation goods delivery.

### Article 5 (Validity)

This detailed regulation shall be effective for 3 years from the Effective Date of the MOA.

### Article 6 (Confidentiality)

The “Parties” shall use the materials and information exchanged by each other only for the performance of this detailed regulation and shall not provide nor reveal them to a 3<sup>rd</sup> party.



However, the “**Parties**” may disclose some information to 3<sup>rd</sup> parties, according to mutual agreement, when necessary, for public relations, marketing, collaborative R&D, and activities for earning profit.

#### **Article 7 (Modification)**

The “**Parties**” may modify the contents of this detailed regulation via written amendments numbered in ascending order, expressly declared as amendments and signed by the authorized representatives of the Parties.

In matters explicitly unregulated by this MOA, this contract is governed by the Civil Code and Czech laws and regulations.

### **Miscellaneous**

#### **Article 1 (Effective Date)**

The Parties acknowledge that this contract, including all its Annexes, is subject to mandatory disclosure pursuant to the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended.

This Contract shall enter into force on the day it is signed by the last Contracting Party and shall be effective on the day the UP discloses this Contract in the Register of Contracts pursuant to the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended.

#### **Article 2 (Preservation of this detailed regulation)**

This detailed regulation shall be made in two original copies and one copy shall be kept by each party.