



Special Module Terms - Overleaf

The following terms and conditions shall apply as relevant to the Products we have agreed to provide to you as set out in the Order Form.

1. Responsibility for End Users

Where this Agreement envisage the use of the Products by Non-Staff Users, any obligation to procure such users' compliance with the terms of this Agreement shall be construed as an obligation to use all reasonable efforts to procure such compliance. The relationship between us and Non-Staff Users shall be exclusively governed by the End User Terms and we shall have no liability whatsoever for any Loss suffered or incurred by any Non-Staff User other than under the End User Terms.

For the avoidance of doubt, you shall be responsible for the use of the Products by Staff Users and references to "you" and similar in this Agreement shall include all such persons, as the context requires.

2. 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.

3. Additional Definitions

End User: If you are an educational organisation, "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 authorised 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.

Non-Staff User: if you are an educational organisation, 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.

Prohibited Content: references also include any content that would violate the Overleaf Acceptable Use Policy at www.overleaf.com/legal#Use.

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

Overleaf Commons

These terms and conditions are specific to subscriptions for Overleaf Commons

Product description	<p>Overleaf Commons is a subscription service for organisations to provide Overleaf premium accounts (“Premium Accounts”) to their users. This service provides streamlined, branded enrolment, a resource center, user support and platform analytics/metrics.</p> <p>Premium Accounts include additional benefits over free Overleaf accounts, as described in the plan comparison table currently available at: https://www.overleaf.com/plans (noting Premium Accounts that are subject to the enhanced admin rights available as part of the “Managed Users” feature are not currently available via Overleaf Commons).</p>
Product Add-ons	<p>“Single Sign-On Integration”, to enable Overleaf to be accessed through your organisation’s preferred authentication method.</p> <p>[Included only if specified in the Order Form]</p>
Format	The Product(s) described above are accessed via the main Overleaf website.
Admin User(s)	The named End User(s) granted administrator privileges to manage use of the Product on your behalf.
Estimated set up time	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 enable the End Users to access (via either internet protocol access or authorised user credentials) and use, subject to the terms at <https://www.overleaf.com/legal>, Premium 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 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 and see metrics and analytics on usage of Overleaf Commons.

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 prioritised 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 their “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.

Overleaf Server Pro

These terms and conditions are specific to subscriptions for Overleaf Server Pro

Product description	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.
Product Add-ons	The “Template Management Service” for publishing and organising project templates The “Secure Compile Environment”, for running LaTeX compiles in a secure sandboxed environment. [Each included only if specified in the Order Form]
Format	The Product and add-ons are provided as a Docker image for local installation.
Overleaf Software	The software, in object code, required to run the Product and provided by us for local installation by you.
Estimated delivery time	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 authorised to be the single authorised point of contact with us regarding the Product and we will only accept enquiries and requests relating to the Product from that authorised point of contact. You may re-designate the single authorised 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;
- Support for any non-current version of the Product 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>).

Overleaf Link

These terms and conditions are specific to subscriptions for Overleaf Link

Product description	<p>Overleaf Link is a subscription service for organisations 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: organisational branding within the Overleaf editor and on template landing pages; submission link(s) from Overleaf to the organisation to enable submissions to e.g. a journal or repository (or multiple journals or repositories); author/editor support; platform analytics/metrics.</p>
Product Add-ons	<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 organisation.</p> <p>“Custom API link” for the linking of Overleaf to your system through a new or bespoke API link.</p> <p>[Each included only if specified in the Order Form]</p>
Format	<p>The Product(s) described above are accessed via the main Overleaf website.</p>
Authors	<p>Overleaf users who create and edit projects on Overleaf based on the Templates associated with the Overleaf Link service.</p>
Admin User(s)	<p>The named End User(s) granted administrator privileges to manage use of the Product on your behalf.</p>
Estimated set up time	<p>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 Order Form.</p>

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 Order Form) (“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/jfrkgycvtvz>. 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 customise 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 customisation 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 organisational 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.

Overleaf Group Account

These terms and conditions are specific to Overleaf Group subscriptions

Product description	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: https://www.overleaf.com/plans . The number and type of Premium Account included with this subscription are as specified on the Order Form.
Product Add-ons	None.
Format	The Product(s) described above are accessed via the main Overleaf website.
Admin User(s)	The named End User granted administrator privileges to manage use of the Product on your behalf.
Managed Accounts	Premium Accounts that are subject to the enhanced admin rights available as part of the “Managed Users” feature
Estimated set up time	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 enable the End Users to access (via authorised user credentials) and use, subject to the 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 and, in the case of subscriptions that include the “Managed Users” feature, if activated, to close and exercise the other enhanced admin rights in respect of Managed Accounts.

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 prioritised 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, unless otherwise agreed.

Unless otherwise described in the Documentation, End Users’ Content may continue to be accessible by the respective users via their “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.