

Service contract
Crowdworking platform

hereinafter called „**contract**“

between

Max-Planck-Institute for Human Development
Lentzeallee 94
14195 Berlin

hereinafter called „**customer**“

and

...

hereinafter called „**provider**“

together hereinafter called „**parties**“

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SERVICE CONTRACT CROWDWORKING PLATFORM

1. Frame preamble

The provider offers a so-called crowdworking platform accessible and available via the internet. Through this platform, customers can place assignments whilst crowdworkers can execute or process set assignments. Customers are to be enabled to use the capacities of the provider's large number of crowdworkers in order to have set assignments to be carried out quickly and collectively.

The Max-Planck-Institute for Human Development, run by the Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V, is all about human development and educational processes. Scientists from different disciplines — such as psychology, sociology, history, computer and information science or economics — work together in interdisciplinary projects. For example, it examines the role of social and cognitive factors in decision-making and learning, how feelings have changed in the historical context and how history continues to shape the present day. It examines how people stay mentally fit for as long as possible and which impact the environment has on the brain, behaviour and mental health as well as the societal challenges of digitalisation. The "Human and Machine" segment forms a central area of research. In this respect, the main question of how science can help to understand, anticipate and shape the major upheavals caused by artificial intelligence, the Internet and social media is being investigated. A focus is also on the investigating of such changes.

In order to support its research projects and execution of tasks, the institute needs a scalable way to carry out timely projects where feedback of numerous participants is required, especially for surveys, etc. In this respect, it is of central importance to the institute that the provider can make appropriate resources available with sufficient qualifications which can be used for the purposes of the institute. Also of central importance for the institute is the guarantee of the highest scientific standards as well as the free usability of any results generated in the context of work assignment.

In respect of this frame preamble, the parties conclude the service contract.

2. Subject matter of this contract

2.1. The subject matter of this contract is the provision and making available of the crowdworking platform ('the platform') and their featured services within ("services") by the provider for the customer in exchange for a contractually agreed payment.

The functionalities and features of the platform are described in **ANNEX 1 - SERVICE DESCRIPTION**.

2.2. Prerequisite for the use of the services is an adequate and orderly connection of the customer with the platform in accordance with **ANNEX 1 - SERVICE DESCRIPTION**.

3. Specification and principles of performance

3.1. The contractual services result from **ANNEX 1 - SERVICE DESCRIPTION** are specified in each case by individual orders to be placed by the customer to the provider's platform for processing via the provider's crowdworking platform (hereinafter: "Individual orders").

3.2. During the term of this contract, the provider provides the customer with the use of the crowdworking platform or the services via a web user interface within the agreed operating time. In addition, the provider enables the customer to send individual orders accordingly using an API to be provided by the provider to the customer.

3.3. The customer is entitled to place individual orders on the provider's platform at any time during the term of this contract. Individual orders can be cancelled by the customer's declaration to the provider or the corresponding termination of an order on the platform in the sense of a right to abort; In the event of cancellation, the provider will be remunerated for services already performed in accordance with the contract up to the termination of an individual order, with the appropriate application of prov. 7.2.

3.4. There are no contractual relationships between the customer and the crowd workers; only the provider will be the only contractual partner. The provider does not guarantee the customer that individual orders can be processed via the platform; this requires the willingness of crowd workers participating in the platform which is outside the sphere of influence of the provider.

3.5. The provider provides the memory space required for data processing or use of the services, in particular for saving individual orders, via the platform. The provider also provides user documentation as online help.

3.6. If the customer needs support in using the services, in particular when placing individual orders, the provider provides free support services through its customer service via email and hotline.

3.7. The work results from individual orders are made available to the customer by the provider for review and subsequent use. If a work result is unsatisfactory in whole or in part, the customer will inform the provider within a reasonable period of time and in text form about the deficiency of the service provision. If a time specified in a single order for the provision of services does not preclude rectification, the provider is entitled to post the individual order in whole or in part on the platform again in order to provide the customer with improved work results.

4. Customer's duty to cooperate

4.1. The customer appoints a contact person to the provider who can provide the information necessary for the implementation of this contract and who acts as the central contact. The contact person designated by the customer is authorized to accept declarations relating to the contract.

4.2. The customer ensures that his IT systems meet the respective system requirements of the provider for using the services. This applies in particular to the internet browser used. The system requirements that apply when the contract is concluded result from the specification overview according to **ANNEX 1 - SERVICE DESCRIPTION**.

4.3. The customer is responsible for an appropriate and sufficient description of the individual orders. This also applies to the definition of any quality parameters for order execution, e.g. requirements for the work results or the relevant crowdworkers, the duration of the order execution and - where relevant - remuneration modalities.

4.4. The client will refrain from any improper use of the services. Use of the services for illegal purposes and / or the transmission of illegal content via the crowdworking platform is prohibited.

4.5. The access data to the customer's crowdworking platform must be kept secret. Disclosure to unauthorized third parties is prohibited. The customer must ensure that all persons to whom access data are provided for the intended use of the services for the customer's purposes (e.g. responsible customer employees) also keep the access data secret.

5. Availability

5.1. The provider provides access to the crowdworking platform and the services during the term of this contract in the operating time specified in **ANNEX 2 - SERVICE LEVEL** for use by the customer ("operating time").

5.2. The availability of the services is also based on the stipulations in **ANNEX 2 - SERVICE LEVEL**.

6. Service and Support

6.1. The provider will maintain the software on which the services are based during the term of this contract and will provide the currently released program status or the latest service for use by the customer. The maintenance includes the maintenance and restoration of operational readiness, the diagnosis and elimination of defects as well as measures to expand functions.

6.2. The customer is obliged to notify the provider of functional failures and other malfunctions of the services immediately and as precisely as possible.

6.3. The provider will deal with disruptions depending on the severity of the disruption within a reasonable period. Details are given in **ANNEX 2 - SERVICE LEVEL**.

6.4. The provider also provides the customer with telephone user support and user support via e-mail during the service period in accordance with **ANNEX 2 - SERVICE LEVEL**.

7. Remuneration

7.1. Access to the provider's crowdworking platform is free of charge. An access, provision and / or other operating fee is not agreed.

7.2. For the execution of individual orders by crowdworkers, the customer pays the provider an order-specific and case-specific remuneration. Only individual orders carried out in accordance with the contract and individual orders are subject to remuneration; remuneration for poor work results is not owed. Details of the remuneration model and the amount of the remuneration are standardized in **ANNEX 3 - PRICE AND CONDITIONS SHEET**.

7.3. After the respective work results from the individual orders have been made available, the invoice is billed monthly in retrospect with a comprehensible and broken down overview of the services provided under a single order in accordance with the contract. The customer will examine and communicate any complaints about the billing within a reasonable time.

7.4. All prices mentioned are exclusive of the applicable statutory sales tax.

7.5. The remuneration regulations in accordance with prov. 7 are final. Subject to any special regulations on the occasion of individual orders, further remuneration has not been agreed and is not owed.

8. Rights of use and intellectual property

8.1. The provider is and remains the owner of all existing property rights to the platform.

8.2. The provider grants the customer an unlimited right of use in terms of time, space and content for all rights to the services or work results provided for the customer via the platform and the crowdworkers. This granting of rights relates to both copyright usage rights and other industrial property rights. The granting of rights applies to all types of use, in particular to reproductions, distributions, performances, public reproductions, processing and redesign of any copyrighted works or other property rights. The granting of rights includes in particular the right of the customer to grant third parties, in particular companies and institutions associated with the customer, the corresponding rights to the same extent. The provider waives the right to be named and named as the author of the works created by him or the crowdworkers and takes care of a corresponding waiver of rights by the crowdworkers involved in the creation of the work.

8.3. The provider guarantees that all works and work results created via the platform for the customer do not contain any illegal content, in particular do not infringe third-party copyrights, personal rights or other property rights or are in any way relevant under criminal law.

9. Liability

9.1. The provider shall have unlimited liability for damage caused intentionally and through gross negligence.

9.2. The provider is not liable for slightly negligent breaches of duty, unless damage to life, limb or health or guarantees are affected or claims under the Product Liability Act are affected. Liability for the breach of obligations, the fulfilment of which enables the proper execution of the contract in the first place and on the observance of which the customer can regularly rely ("contractual obligations") remains unaffected. The same applies to breaches of duty by agents of the provider.

9.3. As far as according to the above prov. 7.2 there is liability for the slightly negligent violation of essential contractual obligations, this is limited to the typical and foreseeable damage typical for transactions of the same type, provided that the damage does not consist in the violation of a guarantee or life, limb or health or claims according to Product Liability Act concerns.

9.4. The regulations of this prov. 9 apply accordingly to the liability of the customer.

10. Force majeure clause

10.1. The provider is released from the obligation to perform under this contract if and insofar as the non-performance is due to the occurrence of force majeure after the conclusion of the contract.

10.2. As circumstances of force majeure apply for example wars, strikes, riots, expropriation, storms, floods and other natural disasters as well as other circumstances for which the provider is not responsible (in particular water ingress, power failures and interruption or destruction of data-carrying lines).

10.3. Each contracting party must inform the other contracting party immediately and in writing of the occurrence of a force majeure event and inform the other contracting party in the same way as soon as the force majeure event no longer exists.

11. Confidentiality

The provider will keep secret all information of the customer that needs to be kept secret in the context of the cooperation of the parties, that means to protect with the care of a prudent businessman from unauthorized persons, in particular persons not involved in the provision of services, and do not use such information for purposes other than the execution of the contract and the provision of services.

11.2. All information of the customer, regardless of its form, needs to be kept confidential, which is either marked in writing as requiring confidentiality or whose confidentiality results from its nature, in particular company and business secrets, including samples, models, etc.

11.3. Information that the provider can demonstrate that it is either not subject to confidentiality

- was already legally known to the provider at the time of receipt and without restriction by a confidentiality obligation, without this information being provided directly or indirectly by the provider,

- have been made available to the provider by a third party in a lawful manner and without restriction through a confidentiality obligation, or

- have become public knowledge after receipt without the intervention of the provider. The provider bears the burden of proof for the existence of these exceptions.

11.4. The provider undertakes to include only those employees or third parties, including and in particular crowdworkers, in the provision of services that the provider has previously committed to confidentiality to the same extent. Contractual regulations on the requirements for any subcontracting remain unaffected.

11.5. The confidentiality obligations continue to apply after the end of this contract.

12. Data protection

12.1. Within the framework of the contract and the use of the services, the customer will observe the data protection obligations incumbent on the customer, in particular in accordance with the GDVO and the BDSG. Insofar as the customer should transmit personal data to the provider within the scope of the execution of the contract or use of the service, the customer is responsible for a corresponding transmission authorization.

12.2. The provider is responsible for securing the platform and its services in accordance with data protection and data security. The provider is particularly responsible for obtaining any data protection consent and the provision of data protection information in relation to crowdworkers connected to the platform. The provider must ensure that any data to be transmitted from the provider to the customer can be provided by crowd workers in compliance with data protection regulations.

13. Contract term, termination

13.1. The contract period begins with the conclusion of this contract (date of signature of the last signatory is decisive) and is concluded for a 3 year period.

13.2. The contract can be terminated with three months' notice to the end of a calendar year, but at the earliest to the end of the calendar year following the conclusion of the contract.

13.3. The right to terminate for good cause remains unaffected.

13.4. Terminations under this contract must be made in writing.

13.5. For individual orders placed under the validity of this contract, the provisions of this contract also apply in the event of termination until they are processed. However, the customer is entitled to request the termination of further execution of individual orders not yet being processed at the time this contract was terminated; A remuneration is then paid for the services performed in accordance with the contract until an individual order is cancelled.

14. Final provision

14.1. German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German private international law.

14.2. Verbal collateral agreements do not exist. Changes or additions to this contract must be in writing in order to be effective and must be signed by representatives of both parties (§ 126 BGB). This formal requirement can only be waived by a declaration signed by both parties.

14.3. Should individual provisions of this contract or a service certificate be or become ineffective in whole or in part, this does not affect the effectiveness of the remaining provisions. Instead of the ineffective provision, the parties undertake to agree on the regulation that comes as close as possible to the economic purpose of the ineffective provision.

14.4. The place of jurisdiction is Berlin.

15. Annexes

Annex 1 — SERVICE DESCRIPTION

Annex 2 — SERVICE LEVEL

Annex 3 — PRICE AND CONDITIONS SHEET

Max-Planck-Gesellschaft zur Förderung
der Wissenschaften e.V.

(...)

Berlin, the [...]

(...), the (...)

Stamps, signatures

Stamps, signatures

Names in plain text

Names in plain text

ANNEX 1 — SERVICE DESCRIPTION

1. Size of participation pool

- 1.1. Participant pool of around 70.000 or more.
- 1.2. Around 10.000 workers at any given time.
- 1.3. Accessibility to active users.

2. Scalability

- 2.1 The service allows access to a global, on-demand, 24x7 workforce.
- 2.2. The service provides a messaging service on the platform, that allows sending emails to multiple participants easily.

3. Flexibility

- 3.1. By using the service, the customer is able to create and submit virtually any task that can be completed using a computing device connected to the internet.
- 3.2. The service provides integration with both custom-based templates and applications as well as third party services like Qualtrics or SurveyMonkey.
- 3.3. The service provides the possibility to create separate batches of workers so to divide the workflow according to the customer needs.

4. Speed of recruitment

- 4.1. Low latency between crowd task posting and execution (under 1 hour).
- 4.2. Efficient task design through GUI or API, and that does not require third parties involvement.

5. Heterogeneity of participation pool

- 5.1. Participation pool includes people from a large range of recorded demographics, including age, gender, nationality, education, language and background. (Failure to access a heterogeneous population will jeopardize the ecological validity of the results and the generalization of the conclusions.)
- 5.3. Demographics of participant pool are transparent and easily accessible.

6. Scope

- 6.1. Flexibility in changing filters so to micro-target different crowdworking populations of interest, based on demographics, geography, past accomplishments, language, age group, quality of previous work etc., at no additional cost.
 - 6.1.1. Ability to pre-screen participants who agreed to do deception.

6.1.2. Ability to blacklist participants e.g. who did not make enough effort in the study or answered randomly.

6.2. Crowdfunding base is mainly based in English-speaking countries (Canada, US, UK, India, Europe etc).

6.3. Access to worldwide as well as national population.

6.4. Reachability and acceptance of service in targeted groups.

7. Multiple data collection streams

7.1. The service provides multiple streams of data collection and be flexible to the experimental design used.

7.2. Ability to post tasks with different methods, including surveys, stimuli presentation, tweets, audio visual material, custom based applications, text, pictures, videos etc.

7.3. built-in tools for multi-party studies, enabling continuous running of follow up studies on the same sample of participants without having to create a new study and trace them manually.

8. Ease of integration with JavaScript and custom developed web applications

8.1. The service provides an easy integration with JS based and other applications. (Many applications will be custom-built by the customer. Many of them, e.g. Empirica, offer functionalities that are optimized for use with AMT participants and procedures.)

9. Efficiency

9.1. The prospective service offers very transparent fee policies.

9.2. The prospective service takes a small cut compared to other platforms, ensuring that most of what experimenters pay end up compensating participants for their time and effort.

9.3. Reduction of fixed costs. service employs a “paying only for what you use” structure to significantly lower costs.

10. Ease of payment of participants

10.1. Participants will be paid both for time spent and performance achieved.

10.2. Participation fees will be easily paid via the prospective service without the need to know participants' contact details.

10.3. Bonuses based on performance are equally easy to assign via GUI or API.

10.4. Receipts and Payment summaries are easily accessible and include a clear overview.

11. Easy management of crowdworkers

11.1. The service provides the customer with the possibility to screen, filter and review workers in a simple and intuitive way, at no extra cost.

11.2. It offers the possibility to experimenters to assign workers qualifications to have fine grain control over which Workers are allowed to view and work on the experimenters' tasks.

11.3. It offers the possibility to create own custom qualification types, to qualify and manage the workforce.

11.4. Expectations to reference of employers and their accomplishments.

12. Support

12.1. Timely support provided by platform staff in case of questions.

12.2. Support team that comes with extensive training and experience in scientific research.

13. Ethics and Participant's Safety

13.1. Data must be anonymous. Participant's IDs does not reveal personal information.

13.2. Participants privacy must be valued and their identity is not disclosed.

13.3. Participants have the right to complain to the experimenter directly (best via private message) to solve misunderstandings and problems fast.

13.4. Participants are paid according to minimum wage standards, high enough to ensure participants motivation as well as diversity over different socioeconomic groups.

13.5. Similarly, the researcher's privacy and identity are not be disclosed. Easy communication with study participants safely with in-app messaging system is a plus. This helps protect the privacy of participants on the platform, without taking away the ability to communicate with them.

14. Easy workflow

14.1. The service offers a way to effectively manage labour and overhead costs associated with hiring and managing a temporary workforce.

14.2. It leverages the skills of distributed workers on a pay-per-task model, to significantly lower costs while achieving results that might not have been possible with just a dedicated team.

14.3. Flexible user interface or direct integration with a simple API.

15. Fully developed review system

15.1. Apparatus aimed at improving the quality of the experiments offered and the work produced by paid volunteers.

15.2. Supporting online communities, allowing to increase the visibility of fair experiments and down weight the visibility of unfair ones. At the same time these communities offer direct feedback from the workers to the experimenters.

15.3. The platform provides a simple way to reject low quality submissions. The dispute process is clear and easily manageable.

16. Existing Records of data reliability and quality

16.1. The service provides evidence to be equivalent to traditional lab based experiments with the added virtues of scalability and scope.

16.4. Data quality have been assessed in peer reviewed academic publications, investigating attention to instructions and naive to common research tasks.

17. Comparability with existing literature

17.1. A large body of literature in social science, behavioural science, computer science makes use of behavioural experiments with human participants.

17.2. The service is among the most used platforms used by behavioural scientists across countries and disciplines. (Using the service means that results can be interpreted in the light of previous research done using the same modalities as well as the same pool of participants.)

18. Data Processing and Compliance with Data Protection Laws

18.1. Online recruitment platform is GDPR compliant.

ANNEX 2 — SERVICE LEVEL

The provider is obliged to provide the platform or the services during the agreed operating times. Operating times, specific service levels and failure definitions are defined for the service below:

1. Operating and service times

1.1. Access to service: Operating time: Monday to Sunday, 24 hours

1.2. Support: Service time: Monday to Friday, [...] to [...], excluding public holidays *

1.3. Public holidays in the sense of the contract are all national public holidays and those applicable at the customer's registered office.

2. Availability

The provider guarantees high availability for the customer within the operating time with regard to access to the platform or the services. At least [...] % of the service should be available on a monthly average; excusable downtimes are excluded. Availability refers to the customer's ability to access the platform or services over the Internet. The service is

considered unavailable if no access (login) is possible and the cause is the responsibility of the provider.

The availability of the service is calculated according to the following formula per month:

Availability / month (in percent) = ((actual system uptime 1 / month + excusable downtime / month) / scheduled system uptime 1 hour / month) * 100

"Actual system uptime" means the total monthly number of scheduled hours within the uptime during which the service is actually available for use by the CLIENT.

"Scheduled system uptime" stands for the maximum availability in hours within the uptime

The following downtimes are not included in the calculation of availability ("excusable downtimes"):

- Times for planned maintenance during the maintenance window as well as other planned and agreed restrictions on availability (e.g. fire protection exercises, security updates, project-related interruptions);
- Downtimes caused by the fact that the customer did not fulfil his contractual cooperation or did not fulfil it in accordance with the contract;
- causes for which the provider is not responsible, in particular force majeure.

3. Service and Support

The provider provides the customer with support services regarding the use of the platform and services during the service period via email and telephone.

The provider will investigate and fix any faults in the service during the service period in order to enable the customer to use the service properly and in accordance with the contract.

3.1. Priorities: The parties agree on the four priorities listed below to prioritize any errors, problems, malfunctions and / or other relevant deviations from the defined target state of the service that may arise within the scope of the contractual service provision. The urgency of a fault is determined as follows:

3.2. Definition:

a) An error that makes the use of the services impossible or seriously affects it as a whole (e.g. no web access, no access to data).

b) An error that not only negligibly affects the usability of the services and prevents the intended use of the service (e.g. no access to individual functionalities, disruption of individual essential functions).

c) An error that limits the use of the services, but a workaround is possible (e.g. disruption of automation processes that can be compensated for by manual processes).

d) An error in which the use of the services is possible without restrictions or with insignificant restrictions (e.g. failure of insignificant sub-functions, graphic errors, etc.).

3.3. Response and resolution times The response times agreed below depend on the priority of the reported fault: (...)

Within the aforementioned reaction times, the provider must give feedback on affected fault messages; this feedback may already contain a first fault analysis and initial assessment;

there is no binding obligation to do so. The start of a response time depends on the receipt of a fault message within the service time. The provider will promptly rectify a malfunction depending on the urgency.

4. Service Level Credits

In the event of availability and / or other service level shortfalls, the parties agree on the following rules on service level credits (granting credits or credits for the execution of individual orders):

ANNEX 3 — PRICE AND CONDITIONS SHEET

- 1. Remuneration rates and fees**
- 2. Customer billing address**

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