



Vidatum SaaS agreement

DATE

PARTIES

1. Vidatum Limited, a company incorporated in Ireland (registration number 386588) having its registered office at *Unit 7 the Anchorage, Ringsend Road, Dublin 4* (the "**Provider**"); and
2. (the "**Customer**").

AGREEMENT

1. Definitions

- 1.1. In this Agreement, except to the extent expressly provided otherwise the following terms shall have the following meanings:

"Account" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"Agreement" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"Business Day" means any weekday other than a bank or public holiday in Ireland ;

"Business Hours" means the hours of 08:00 to 18:00 GMT/BST on a Business Day;

"Charges" means the following amounts:

- (a) the amounts specified in Part 2 of Schedule 1 (Hosted Services particulars);
 - (b) such amounts as may be agreed in writing by the parties from time to time;
- and
- (c) amounts calculated by multiplying the Provider's standard time-based charging rates (as notified by the Provider to the Customer before the date of this Agreement) by the time spent by the Provider's personnel performing the Support Services (rounded down by the Provider to the nearest quarter hour);

"Customer Confidential Information" means:

- (a) any information disclosed by or on behalf of the Customer to the Provider during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - (i) was marked or described as "confidential"; or



- (ii) should have been reasonably understood by the Provider to be confidential; and
- (b) the Customer Data;

"Customer Data" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer (but excluding analytics data relating to the use of the Platform and server log files);

"Customer Personal Data" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to this Agreement, but excluding *data* with respect to which the Provider is a data controller;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Documentation" means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

"Effective Date" means the date of execution of this Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Hosted Services" means "Oracle Cloud Infrastructure" service from Oracle, as specified in the Hosted Services Specification, which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

"Hosted Services Defect" means a defect, error or bug in the Platform having a material adverse effect on the, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services;



- (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;
- (c) a failure of the Customer to perform or observe any of its obligations in this Agreement and/or
- (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"Hosted Services Specification" means the specification for the Platform and Hosted Services set out in Part 1 of Schedule 1 (Hosted Services particulars) and in the Documentation;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"Personal Data" has the meaning given to it in the Data Protection Laws applicable in Ireland from time to time;

"Platform" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"Schedule(s)" means any schedule(s) contained in this Agreement;

"Services" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;



"Supported Web Browser" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported];

"Term" means 3 years, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Update" means a hotfix, patch or minor version update to any Platform software; and

"Upgrade" means a major version upgrade of any Platform software.

2. Term

2.1. This Agreement shall come into force upon the Effective Date.

2.2. This Agreement shall continue in force for the term subject to termination in accordance with **Clause 18** or any other provision of this Agreement.

3. Hosted Services

3.1. The Provider shall ensure that the Platform will, on or promptly following the Effective Date, automatically create an Instant for the Customer and provide to the Customer access to the Application.

3.2. The Provider hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services for the internal business purposes of the Customer in accordance with the Documentation during the Term.

3.3. The licence granted by the Provider to the Customer under Clause 3.2 is subject to the following limitations:

- a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of the Customer;
- b) the Hosted Services must not be used at any point in time by more than the number of concurrent users specified Vidatum - ITT Appendix B Pricing Schedule v2.xlsx, providing that the Customer may add or remove concurrent user licences in accordance with the procedure set out therein

3.4. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 3.2 is subject to the following prohibitions:



- a) the Customer must not sub-license its right to access and use the Hosted Services;
- b) the Customer must not permit any unauthorised person to access or use the Hosted Services;
- c) the Customer must not use the Hosted Services to provide services to third parties
- d) the Customer must not republish or redistribute any content or material from the Hosted Services;
- e) the Customer must not make any alteration to the Platform
- f) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services

3.5.3 The Customer shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an administrator Account.

3.6. The Provider shall use all reasonable endeavours to maintain the availability of the Hosted Services to the Customer. Availability of the service will be defined in the SLA.

3.7. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

- a) a Force Majeure Event;
- b) a fault or failure of the internet or any public telecommunications network;
- c) a fault or failure of the Customer's computer systems or networks;
- d) any breach by the Customer of this Agreement; or
- e) scheduled maintenance carried out in accordance with this Agreement.

3.8. The Customer must comply with **Schedule 2 (Acceptable Use Policy)**, and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an administrator Account comply with Schedule 2 (Acceptable Use Policy).

3.9. The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

3.10. The Customer must not use the Hosted Services:

- a) in any way that is unlawful, illegal, fraudulent or harmful; or
- b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.



3.11. For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

3.12. The Provider may suspend the provision of the Hosted Services if any undisputed amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

4. Maintenance Services

4.1. The Provider shall provide the Maintenance Services to the Customer during the Term.

4.2. The Provider shall where practicably give to the Customer at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this main body of this Agreement.

4.3. The Provider shall give to the Customer at least 10 Business Days' prior written notice of the application of an Upgrade to the Platform.

4.4. The Provider shall give to the Customer written notice of the application of any security Update to the Platform and at least 10 Business Days' prior written notice of the application of any non-security Update to the Platform.

4.5. The Provider shall provide the Maintenance Services with reasonable skill and care.

4.6. The Provider may suspend the provision of the Maintenance Services if any undisputed amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

5. Support Services



- 5.1. The Provider shall provide the Support Services to the Customer during the Term in accordance with the Provisions of the Service Level Agreement set out at Schedule 3 of this agreement.
- 5.2. The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this main body of this Agreement.
- 5.3. The Provider shall provide the Support Services with reasonable skill and care.
- 5.4. The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- 5.5. The Provider shall respond promptly to all requests for Support Services made by the Customer through the helpdesk. In that regard the Provider shall at all times comply with the response requirements as set out and defined in the SLA and schedules thereto.
- 5.6. The Provider may suspend the provision of the Support Services if any undisputed amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

6. Customer Data

- 6.1. The Customer hereby grants to the Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in this Agreement.
- 6.2. The Customer warrants to the Provider that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, under any applicable law in this jurisdiction.



6.3. The Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.

6.4. Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavours to] restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 6.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

6.5. After termination or expiration of this Agreement or the applicable Subscription Service, upon Customer's written request, Vidatum will remove all data relating to the customer using the Oracle Cloud Infrastructure toolset. To do this Oracle recommends:

- a) delete all backups of the database using the RMAN backup tool (this is the same tool used to configure the database backups)
- b) delete all customer by terminating the Oracle instance and removing the boot volume. Once the Oracle instance has been terminated the action cannot be undone. Terminating an instance permanently removes all runtime data.

Vidatum will provide the Customer with documentary evidence to confirm the successful deletion of the backups and the Oracle Instance.

6.6. After termination or expiration of this Agreement or the applicable Subscription Service, upon Customer's written request, Vidatum will return all customer data held within the Vidatum Academic system in Vidatum's standard database export format at no additional charge. For clarity the Vidatum Academic application stores all information related to the system including uploaded files in a single Oracle database instance.

7. No assignment of Intellectual Property Rights

7.1. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

8. Charges



- 8.1. The Customer shall pay the Charges to the Provider in accordance with this Agreement.
- 8.2. If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 8.2.
- 8.3. All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.
- 8.4. The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of this Agreement, providing that no such variation shall result in an aggregate percentage increase in the relevant element of the Charges during the Term that exceeds 2% per annum over the percentage increase, during the same period, in the Consumer Prices Index (all items) published by the UK Office for National Statistics

9. Payments

- 9.1. The Provider shall issue invoices for the Charges to the Customer in advance of each yearly period to which they relate.
- 9.2. The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 9, providing that the Charges must in all cases be paid before the commencement of the period to which they relate.
- 9.3. The Customer must pay the Charges by bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).
- 9.4. If the Customer does not pay any undisputed amount properly due to the Provider under this Agreement, the Provider may:



- a) charge the Customer interest on the overdue amount at the rate of 2% per annum (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
- b) claim interest and statutory compensation from the Customer pursuant to the S.I. No. 580/2012 - European Communities (Late Payment in Commercial Transactions) Regulations 2012.

10. Provider's confidentiality obligations

10.1. The Provider must:

- a) keep the Customer Confidential Information strictly confidential;
- b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in this Agreement;
- c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
- d) act in good faith at all times in relation to the Customer Confidential Information]; and
- e) not use any of the Customer Confidential Information for any purpose other than specified under this agreement or permitted by law

10.2. Notwithstanding Clause 10.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.



10.3. This Clause 10 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

- a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- b) is or becomes publicly known through no act or default of the Provider; or
- c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

10.4. The restrictions in this Clause 10 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

10.5. The provisions of this Clause 10 shall continue in force for a period of 7 years following the termination of this Agreement, at the end of which period they will cease to have effect.

11. Data protection

11.1. Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

11.2. The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement.

11.3. The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement, the Personal Data of data subjects falling within the categories specified in Part 1 of Schedule 3 (Data processing information) and of the types specified in Part 2 of Schedule 3 (Data processing information); and the Provider shall only process the Customer Personal Data for the purposes specified in Part 3 of Schedule 3 (Data processing information)



- 11.4. The Provider shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 11.
- 11.5. The Provider shall only process the Customer Personal Data in accordance with applicable Data Protection legislation and on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to any place outside the European Economic Area), as set out in this Agreement or any other document agreed by the parties in writing.
- 11.6. The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.
- 11.7. Notwithstanding any other provision of this Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information.
- 11.8. The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 11.9. The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data, including those measures specified in Part 4 of Schedule 3 (Data processing information).
- 11.10. The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Customer may terminate this Agreement on 21 days' written notice to the Provider, providing that such notice must be given within the period of 7 days following the date that the Provider informed the Customer of the intended changes. The Provider shall ensure that each third party processor is subject to the equivalent legal obligations as those imposed on the Provider by this Clause 11.



- 11.11. The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 11.12. The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. The Provider shall report any Personal Data breach relating to the Customer Personal Data to the Customer within 24 hours following the Provider becoming aware of the breach. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 11.12.
- 11.13. The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 13 and the Data Protection Laws.
- 11.14. The Provider shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 11.15. The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 11. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 11.15.
- 11.16. If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the



parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

12. Warranties

12.1. The Provider warrants to the Customer that:

- a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and
- c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

12.2. The Provider warrants to the Customer that:

- a) the Platform and Hosted Services will conform in all material respects with the Hosted Services Specification;
- b) the Hosted Services will be free from Hosted Services Defects;
- c) the application of Updates and Upgrades to the Platform by the Provider will not introduce any Hosted Services Defects into the Hosted Services;
- d) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
- e) the Platform will incorporate security features reflecting the requirements of good industry practice.

12.3. The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under English law.



12.4. The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person.

12.5. If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

- a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- b) procure for the Customer the right to use the Hosted Services in accordance with this Agreement.

12.6. The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

12.7. All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

13. Acknowledgements and warranty limitations

13.1. The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

13.2. The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

13.3. The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.



13.4. The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

14. Limitations and exclusions of liability

14.1. Nothing in this Agreement will:

- a) limit or exclude any liability for death or personal injury resulting from negligence;
- b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- c) limit any liabilities in any way that is not permitted under applicable law; or
- d) exclude any liabilities that may not be excluded under applicable law.

14.2. The limitations and exclusions of liability set out in this Clause 16 and elsewhere in this Agreement:

- a) are subject to Clause 14.1; and
- b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

14.3. Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

14.4. The Provider shall not be liable to the Customer in respect of any loss of profits or anticipated savings.



- 14.5. Neither party shall be liable to the other party in respect of any loss of revenue or income.
- 14.6. Neither party shall be liable to the other party in respect of any loss of use or production.
- 14.7. Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.
- 14.8. Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software; provided always that this Clause 14.8 shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 6.3 and Clause 6.4.
- 14.9. Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.
- 14.10. The liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed £5million.

15. Force Majeure Event

- 15.1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 15.2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:
- a) promptly notify the other; and
 - b) inform the other of the period for which it is estimated that such failure or delay will continue.



- 15.3. A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

16. Termination

- 16.1. If the contract continues beyond the original term agreed then either party may terminate this Agreement by giving to the other party at least 90 days' written notice of termination.
- 16.2. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.
- 16.3. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- a) the other party:
 - i. is dissolved;
 - ii. ceases to conduct all (or substantially all) of its business;
 - iii. is or becomes unable to pay its debts as they fall due;
 - iv. is or becomes insolvent or is declared insolvent; or
 - v. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or



- d) if that other party is an individual:
 - i. that other party dies;
 - ii. as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - iii. that other party is the subject of a bankruptcy petition or order.

17. Effects of Termination

17.1. Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3.11, 8, 10.2, 10.4, 12, 12.1, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13, 12.14, 12.15, 12.16, 12.17, 16, 19, 22 and 23.

17.2. Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

17.3. Within 30 days following the termination of this Agreement for any reason:

- a) the Customer must pay to the Provider any undisputed charges in respect of Services provided to the Customer before the termination of this Agreement; and
- b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this Agreement,

without prejudice to the parties' other legal rights.

18. Notices

18.1. Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 19.2 and Part 3 of Schedule 1 (Hosted Services particulars)):



- a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
 - b) sent by recorded signed-for post, in which case the notice shall be deemed to be received from the stated time of recorded receipt, providing always that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.
- 18.2. The Provider's contact details for notices under this Clause 18 are as set out in paragraphs 1 & 2 of this agreement or are as follows:
- 18.3. The addressee and contact details set out in Clause 19.2 and Part 3 of Schedule 1 (Hosted Services particulars) may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 19.

19. Subcontracting

- 19.1. The Provider must not subcontract any of its obligations under this Agreement without the prior written consent of the Customer, providing that the Customer must not unreasonably withhold or delay the giving of such consent.
- 19.2. The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.
- 19.3. Notwithstanding the provisions of this Clause 19 but subject to any other provision of this Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

20. General

- 20.1. No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.
- 20.2. If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would



contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

20.3. This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

20.4. Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

20.5. This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

20.6. Subject to Clause 14.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

20.7. This Agreement shall be governed by and construed in accordance with English Law.

20.8. The courts of Ireland shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

21. Interpretation

21.1. In this Agreement, a reference to a statute or statutory provision includes a reference to:

- a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- b) any subordinate legislation made under that statute or statutory provision.

21.2. The Clause headings do not affect the interpretation of this Agreement.



21.3. References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

21.4. In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

Director of IT Services

Director / Secretary

Director

Director / Secretary



Schedule 1

Part 1 (Hosted Services particulars)

The Supplier provides Vidatum Projects, its Research Management Information and Timesheet software, as a service to The Customer through a URL within a hosted server environment. The Supplier hosts Vidatum Projects as a subscription service with Oracle Cloud.

Oracle Cloud Service

The Supplier procures the “Oracle Cloud Infrastructure” service from Oracle. The Database service offers autonomous and user-managed Oracle Database cloud solutions; The Supplier utilises user-managed. User-managed solutions are bare metal, virtual machine, and Exadata DB systems that we customise with the resources and settings that meet the needs of Vidatum Projects.

Using this service, the Supplier has full access to the features and operations available with the Oracle database, but Oracle owns and manages the infrastructure.

Cloud Service Specifications

Vidatum is providing a “VM.Standard2.1” configuration machine to host Vidatum Projects. A “VM.Standard2.1” consists of the following specifications:

Processor: 2.0 GHz Intel® Xeon® Platinum 8167M

OCPU: 1

Memory (GB): 1

Storage: 1TB

Oracle Cloud Data Region

In Oracle Cloud Services, there is the concept of a region, each region is then divided into an availability domain. Availability domains are physical data centres where the cloud instance is held. The region details for Vidatum Projects is as follows:

Region Name	Region Identifier	Region Location	Region Key	Realm Key	Availability Domains
-------------	-------------------	-----------------	------------	-----------	----------------------



UK South (London)	uk-london-1	London, United Kingdom	LHR	OC1	3
----------------------	-------------	---------------------------	-----	-----	---

Database Backup

The Supplier will use the Oracle Cloud infrastructure to back up the database from cloud instance (the server) to their cloud storage (which is replicated across three separate data centres). This configuration means that there is no chance that there will be data loss in the event of a data centre going offline. Oracle have developed a library which allows Oracle databases to be backed up directly to the offline storage (which is in a separate location) using their backup tool RMAN.

Oracle Cloud Services Agreement

The Supplier is bound by the Oracle Cloud Services Agreement. Details of this agreement are available upon request or at the following URL <http://www.oracle.com/us/corporate/contracts/saas-csa-uk-2069269.pdf>.

Part 2 (Charges)

The Charges for the Services will be as set out in the table below, subject to the Provider delivering the Dependent Deliverables.

Payment Milestones	Payment Date	Dependent Deliverables	Value
-----------------------	--------------	------------------------	-------



Schedule 2 (Acceptable Use Policy)

Please read this acceptable use policy ("policy", "AUP") carefully before using Vidatum Academic Timesheets website service operated by Vidatum ("us", "we", "our").

Services provided by us may only be used for lawful purposes. You agree to comply with all applicable laws, rules, and regulations in connection with your use of the services. Any material or conduct that in our judgment violates this policy in any manner may result in suspension or termination of the services or removal of the user's account with or without notice.

Prohibited use

You may not use the services to publish content or engage in activity that is illegal under applicable law, that is harmful to others, or that would subject us to liability, including, without limitation, in connection with any of the following, each of which is prohibited under this AUP:

- Phishing or engaging in identity theft
- Distributing computer viruses, worms, trojan horses or other malicious code
- Promoting or facilitating violence or terrorist activities
- Infringing the intellectual property or other proprietary rights of others

Enforcement

Your services may be suspended or terminated with or without notice upon any violation of this policy. Any violations may result in the immediate suspension or termination of your account.

Reporting violations



To report a violation of this policy, please contact us at info@vidatum.com.

We reserve the right to change this policy at any given time, of which you will be promptly updated. If you want to make sure that you are up to date with the latest changes, we advise you to frequently visit this page.

Schedule 3 Service Level Agreement

The supported software

The terms “Licenced Software” and “Vidatum Software” shall be taken to mean software that is purchased by The Client from Vidatum Technologies Ltd (Vidatum). The scope of this Agreement shall include such Vidatum Software that has been supplied to the customer, except any software specifically excluded and notified as such in writing to the customer.

Unless specified in writing elsewhere this Agreement provides for the support of one source database schema and one Vidatum published instance of the same schema.

The term “**Third Party Software**” shall be taken to mean software that is the Copyright of an organisation or individual other than Vidatum or The Client whether such software has been supplied to the Customer by Vidatum. Such software shall be excluded from the scope and terms of this Agreement.

Standard support services Contracted Hours: The Contracted Hours for the supply of Software Support Services are 09:00 – 17:30 hours on Business Days.

Scope of Standard Support Services:

In providing the Standard Support Services the Vidatum shall:

1. Remedial Support Services:

Undertake Remedial Support Services meaning support carried out in response to a request from the customer to restore the software to good operating condition.

2. Preventative Support Services:

At its sole discretion undertake and complete Preventative Support Services. This includes, but is not limited to, the provision of minor software amendments, software patches and update services for documentation, standard database maintenance operations.

3. Revisions and Versions:

At its sole discretion supply all Revisions free of charge and Versions, at a discounted rate, acceptable to the customer, together with such files, scripts and documentation that may be required to upgrade the Vidatum software and the data schema. Vidatum shall only provide Standard Support Services for any current and immediately preceding Versions used by the customer where a valid upgrade option has been offered by Vidatum.

"Revisions" shall be defined as minor improvements made to the Licensed Software by Vidatum;



" Versions" shall be defined as new versions of the Licensed Software, which go beyond making minor improvements to existing versions by, for example, introducing new functions.

Exclusions from the scope of standard support services:

The following are not included in the Software Support Services. If any of these services

Are supplied, by prior agreement between Vidatum and the customer, they will be charged for at our current daily rate charge plus expenses.

1. Formal Training Sessions for the customer's staff in the correct use of the Licensed Software.
2. Data migration into or out of the Vidatum system, or manipulation of data within the Vidatum System, other than by use of the functionality included in the Licensed Software.
3. Cosmetic or material changes to:
 - the Supported Software, its user interfaces or its functionality
 - the system configuration, and supporting files, or
 - the data structure, except as required by Preventative or Remedial Support Services or as provided by the supply of Revisions.
4. Remedial Support Services arising from the re-installation, moving or removing of the Licensed Software by a person not approved by Vidatum to undertake that work or in a manner that is neither described in Vidatum documentation nor has been explicitly approved in writing by Vidatum.
5. Remedial or Preventative Support for Third Party Software unless separately and explicitly agreed with the client.
6. Configuration or customisation of new or upgraded versions of Vidatum web and intranet products unless otherwise approved in writing by Vidatum.
7. Expenses, other than staff time, incurred by Vidatum staff in visiting customers' premises to install, setup, configure or troubleshoot an upgrade to a new version or revision of registered Vidatum software. The requirement for such a site visit shall be at the discretion of Vidatum, but the visit will not take place without prior notification to the customer.
8. Remedial Support Services arising from changes, alterations, additions or modifications to the Licensed Software, to the associated data or database configuration, or to the environmental parameters, by a person not approved by Vidatum to undertake that work or in a manner that is neither described in Vidatum documentation nor has been explicitly approved in writing by Vidatum.
9. Remedial Support Services arising from corruption or damage to the Licensed Software, or to the associated data or database configuration, which is the result of a software virus.
10. Remedial Support Services arising from a negligent act or misuse or omission of the Client or its employees or agents.



11. Remedial Support Services necessitated by the failure of electrical power, air conditioning, humidity control or any environmental factor.
12. Remedial Support Services necessitated by the operation of the Software other than in accordance with the directions or recommendations of Vidatum, their employees or agents.
13. Remedial Support Services necessitated by circumstances arising from an act of God, by flood or by fire not being the fault of Vidatum.

The client may request additional support services

At the customer's request Vidatum may provide Remedial Support in circumstances specifically excluded from the scope of Standard Support Services. However, Vidatum reserve the right to make extra charges for doing so and to seek the customer's agreement to a written estimate of these charges before commencing the supply of any support services.

Vidatum assistance in restoration of data

Where there is a requirement to restore or rectify lost or corrupted Data, to the extent that it is able, Vidatum shall provide every reasonable assistance to the customer in such restoration or reconstruction. It should be noted that the provision of backed up data for such restoration or rectification is the sole responsibility of the customer.

Customers' obligations

As a condition for the provision of Support Services by Vidatum, the customer shall agree to:

- **Competence of Software Users**
Ensure that all administrative users of the system are competent in basic computer operations including use of Windows Explorer and to take all reasonable steps to ensure that staff who are, or will become, regular users of the software shall have received relevant Vidatum Training.
- **Prompt Notification of Problems**
Notify Vidatum as soon as is reasonably practical of any problem that affects the normal operation of the system, and for which assistance from Vidatum is required. Thereafter to operate the system according to any guidelines given by Vidatum during the provision of the Support Services; and to take all due care not to make changes to the system that may materially affect the problem condition, or the operating environment, as reported to Vidatum, except with the agreement of Vidatum.

Please note that Support cannot be guaranteed if requests are not notified directly to Vidatum Customer Services by one of the normal channels identified in Section 7.

Subject to compliance with the customer's operating and security requirements, ensure that Vidatum Projects System's Support personnel have access to the Systems running the Licensed Software at all reasonable time for the purpose of providing Standard Support Services. In this context "access" shall be deemed to include:

- the ability to log in to the Systems with Administrator rights but, during periods of Administrator login, the customer shall have the right to nominate a competent person to monitor the actions taken by employees or agents of Vidatum.



- the ability to log in to the System remotely by any electronic means previously agreed between the client and Vidatum

Where remote access is unavailable, time and expenses will be charged for any visits to Customers' premises required for support purposes.

- **Support Materials**

Diagnostic software, documentation, equipment and other materials may be furnished by Vidatum for use by its employees or agents in supplying Standard Support services and these may be stored on the customer's premises. Vidatum grants the customer no licence to use such materials which at all times remain the property of Vidatum. The customer shall properly secure such materials (upon Vidatum confirming their presence) and undertakes not to use them in any manner or make them available to any third party without the consent of Vidatum.

- **Virus Infection**

In addition Customers are strongly advised to have adequate protection in place to prevent infection and damage by any known software Virus.

- **Proxy Access/Firewalls**

Customers are obliged to supply Vidatum staff with suitable support to ensure systems can be accessed and will work through proxies and firewalls, where required.

Requests for Support Services

Notification of Issues

On suspicion or discovery of an issue with the Software, the customer may contact Vidatum Customer Services to advise details of the issue and its impact on work in progress.

Vidatum Customer Services may be contacted:

- Specific web page for the Client
- By email to support@vidatum.com
- By phone, during contracted hours only – NB issues raised by phone will be logged and treated in the same way as the other methods.

Issue Severity

To classify the problem severity* (priority) for each assistance call, user status, system priority and problem have been classified according to the impact on the clients business.

Definitions

Severity Level 1 shall mean a fatal error in the Software that prevents all useful work from being performed.

Severity Level 2 shall mean an error that prevents the use of some non-critical functions of the Software or that the Software or Hardware does not operate as described in the documentation.



Severity Level 3 shall mean a problem or query that causes inconvenience but does not prevent operation of the Software or Hardware.

Severity Level 4 shall mean a minor problem or annoyance that causes no tangible performance issues but implies a feature, system or component which the user would like to be changed. This is then managed on a scheduled basis. It will not form part of our emergency response timeline offer.

Severity Level 5 shall mean refer to a service request or support issue that falls between a support request, issue or service request but are considered minor in nature. It will not form part of our emergency response timeline offer.

Call logging, reporting, review and support Levels provided:

Item	Details
Call logging	Vidatum will provide a resource to efficiently log a support request and route it to the appropriate person. Please note that all calls to our service desk are recorded for training and education purposes.
Reporting	A report containing analysis of call activity will be emailed to the Client each month.
Review	Reviews will be conducted as required, or as requested by the client.

Response by Vidatum customer services

The Vidatum operator, in conjunction with the caller, will determine the severity according to the table below.

The caller can direct the operator to rate the severity higher than indicated by the table, however these requests will be later checked with the client to ensure the severity upgrade request is appropriate and not an abuse of the problem severity table guidelines.

Classification of Severity

Calls are prioritized depending on the severity of the problem or impact to the “Clients” business, and the number of users affected. The service desk will “start to fix” the problem within the following times depending on the priority. If the problem cannot be resolved remotely first then an engineer may be dispatched to site. Vidatum endeavors to work within the following parameters;

Priority	Description	From logged time to: start to fix time	Time interval for remedying defects*
1	critical to solving the University’s tasks and	30 minutes	2 Hours



	where a workaround is not possible.		
2	critical to solving the University's tasks, but where a workaround, according to the Supplier's instructions, is possible.	4 Hours	4 Hours
3	not critical to solving the University's tasks, and where workaround is not possible	8 Hours	24 hours
4	not critical to solving the University's tasks, and where a reasonable workaround, according to the Supplier's instructions, is possible.	Schedule	3 Business days
5	no or trifling importance to solving the University's tasks.	Schedule	5 Business days

*Vidatum Technology Ltd will endeavour to provide corrective action as per the table above. Issue resolving may in extreme cases depend on the severity of the issue and the complexity of the corrective action required to be undertaken, therefore time to completion are guidelines only though we can confirm that we have not exceeded these resolution times without prior agreement from our client (and this is extremely rare).

Exclusion of liability

Vidatum Technology Ltd accepts no responsibility for any actions, proceedings, costs, claims, damages, losses, expenses and demands of whatsoever kind or nature, including infringement of a third party's intellectual property rights, which may be brought against or made by the client in respect of a breach or non-performance by Vidatum of any of the terms and conditions of this Agreement.