

DreamApply and Services Agreement

This services agreement (“Agreement”) has been concluded between

Dream Group OÜ, a limited liability company established in Estonia (“Provider”), represented by a member of the management board, Mr Sten Rinne;

and

Institution (“Institution”), represented by a person having a right to represent the Institution by law or by contract (details of the Institution and the representative are brought out in Annex 1);

Provider and Institution hereinafter also referred to individually as “Party” and jointly as “Parties”.

Whereas:

(i) the Institution wishes to implement a Software as a Service (SaaS) “DreamApply” for managing student applications and confirms that DreamApply meets the Institution’s expectations and needs;

(ii) the Provider has presented the Institution with a price offer for provision of Services (“Price Offer”) and initial cost estimate for Support for the Institution (“Cost Estimate”). The Price Offer and Cost Estimate are brought out in Annex 1;

(iii) the Institution has accepted the Price Offer and Cost Estimate and is aware that the extra hours spent on providing the Support for the Institution will increase the amount of the Cost Estimate;

the Parties have agreed as follows:

1. GENERAL

1.1. Capitalised words and phrases used in the Agreement shall have the same meanings as in the General Terms and Conditions made available on the DreamApply web site at <https://staging-web-dcom.dreamapply.dev/terms/>, unless new terms or definitions are introduced in the text of the Agreement. The General Terms and Conditions form inseparable part of the Agreement.

1.2. The Agreement governs the provision of the DreamApply, Services and Support to the Institution. The Provider is obliged to follow the instructions of the Institution as long as they are reasonable, in accordance with the Agreement, and are not breaching any laws or against the general practice in the field.

1.3. The terms of the Agreement are the General Terms and Conditions (accessible from: <https://staging-web-dcom.dreamapply.dev/terms/>) and any Special Terms contained herein, as well as all current and future Annexes to the Agreement.

2. OBJECT OF THE AGREEMENT

2.1. The Provider shall make the DreamApply available to the Institution and provide the Institution with Services in accordance with the Agreement and the Annexes. The Annexes form an inseparable part of the Agreement.

2.2. The Institution shall use the DreamApply and Services in accordance with the Agreement and the Annexes and shall remunerate the Provider for such use as agreed therein.

2.3. The Institution grants Provider the permission to use the name of the Institution in its materials to indicate that the Institution is its client.

3. FEES AND PAYMENT

3.1. Service fee including its special conditions for using the DreamApply is brought out in Annex 1.

3.2. Additional fees.

3.2.1. Support. Support services which are not part of the Annex 1, will be charged based on an hourly fee. The cost of the hourly fee will be visible from <https://staging-web-dcom.dreamapply.dev/pricing/> . For additional Support hours, Time Tracker reports will serve as the basis of invoicing.

3.2.2. Development fee. The fees for further Development, which are not part of the Annex 1, will be agreed separately between the Parties.

3.2.3. Additional fee for exceeding the limits. Exceeding one of the limits brought out in Annex 1 (storage limit, volume of applications, etc) will incur an additional fee according to Annex 1 and/or price list. The Provider will notify the Institution in case one of the limits has been exceeded.

3.3. Late payments. Any amount owing by the Institution to the Provider hereunder which is not paid by the Institution on its due date, shall bear an additional 0,05% interest per day. This rate applies to any period after a judgment as well as before a judgment. In addition the Provider has the right to invoice the Institution 50 euros for claim debt recovery costs on late payments.

4. USER CONTENT

4.1. The Provider will take reasonable measures to safeguard the Institution's User Content, the DreamApply and the DreamApply's configuration against being lost or corrupted, as described in the SLA (see Annex 2).

4.2. The Institution has the right to make and preserve periodic backups of its User Content on its own servers.

5. COOKIE AND PRIVACY POLICY

5.1. The Institution is responsible of creating and updating privacy and cookie policy according to binding international and national law (of the country of the Institution) and the Institution's practice. The Institution shall inform the Provider about the Providers additional obligations raising from the national law (of the country of the Institution). The Provider shall give necessary input where needed and requested by the Institution.

6. CONFIRMATIONS

6.1. Each Party and its representatives, as the case may be, confirm and represent that:

6.1.1. he/she/it will act in good faith, follow good business practices and binding international and national data protection laws, and avoid damage to the other Party;

6.1.2. he/she/it will refrain from harming the business and reputation of the other Party;

6.1.3. all the data and confirmations it has submitted or given are accurate, correct, complete and relevant.

6.2. Institution and its representative, as the case may be, confirms and represents that:

6.2.1. it will use the DreamApply, Services, the Results and any related resources in a manner that is in accordance with their intended purpose of use;

6.2.2. it will not infringe any IPRs or any other rights, title and interest of the Provider;

6.2.3. it either owns the User Contents and any IPRs or any other rights, title and interest therein and thereto, or has the necessary licenses, rights, consents, and permissions to use and authorise the Provider to use the User Contents as described in the Agreement;

6.2.4. the use of the User Contents as described in the Agreement does not and will not: (a) infringe, violate, or misappropriate any third-party right; (b) violate any applicable laws or regulations; or (c) require obtaining a license from or paying any fees and/or royalties by Provider to any third party;

6.2.5. it will not use the DreamApply to post, host, or transmit unsolicited emails or other infringing materials;

6.2.6. it will not attempt to overload, hack or otherwise knowingly disrupt the normal operation of the DreamApply;

6.2.7. it will not conduct or permit any load, security or penetration testing on the DreamApply without prior written consent from the Provider;

6.2.8. it makes sure that the admissions process in the DreamApply is in accordance with its needs and the requirements arising from any applicable laws;

6.2.9. it will not use the DreamApply in any other illegal way.

6.3. Breach of any confirmations listed in this section "Confirmations" is considered a material breach of the Agreement.

7. DATA PROTECTION

7.1. The Provider confirms that persons employed who have access to data inserted by the applicants (students) shall not collect,

process or use personal data without authorization (confidentiality).

7.1.1. Whenever the Institution will require the Provider to provide Support in order to solve a certain situation in which they need help, it is seen as direct request and consent to the Support provider (the Provider) to have access to the account (and personal data) in question as long as the situation is solved.

7.2. The Provider confirms that persons employed are trained regularly about data protection.

7.3. The Institution decides the duration of storing the data and is required to notify Provider when the stored data (which no longer is necessary) needs to be deleted. The Institution shall inform the Provider in writing when there is necessity to delete user data collected into DreamApply.

7.4. Upon request the Provider shall forward to the Institution the latest version of the Data Protection and Storage documentation.

7.5. The Provider shall appoint Data Protection Officer. The Data Protection Officer appointed and his/her contact details are brought out on the official webpage of the Provider under contacts.

7.6. The Provider does not use any subcontractors, who have access to the data inserted, for the means of processing the applicants and/or Institution data. The Provider confirms that data never leaves Providers servers and stays in the EU at all times. The Provider is the owner of the servers where DreamApply runs and data is stored and the Provider does not share this responsibility with a "hosting provider".

8. TERM AND TERMINATION

8.1. The Agreement enters into force either with (a) signing the Agreement, or (b) paying the Service fee, or (c) the start of using of the public parts of the DreamApply and Services, whichever of those events occurs first, and shall remain in force until terminated.

8.2. The Agreement can be terminated by either Party without cause upon a prior written notice to the other party of at least 1 (one) year.

8.3. The Agreement can be terminated by either Party with immediate effect in case of a material breach of the obligations arising out of the Agreement by the other Party, as defined in the Agreement or in the applicable law. In case of material breach the party has an obligation to inform the breaching party to terminate the breach, in case the breaching party will not terminate the breach within 30 days the other party has the right to terminate the Agreement unilaterally and extraordinary.

8.4. Upon termination of the Agreement, the Provider will close all then current Instances and permanently delete all active Member Accounts of the Institution, including all User Content therein or related thereto in accordance with the Agreement within reasonable time. The parties agree that on the termination of the Agreement, the Provider shall destroy all the personal data and confirm to the Institution that it has done so, unless legislation imposed upon the Provider prevents it from returning or destroying all or part of the personal data transferred. In that case, the Provider warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

9. FINAL CLAUSES

9.1. The Agreement supersedes and replaces any and all previous agreements between the parties.

9.2. If any provision of the Agreement is illegal and unenforceable in whole or in part, the remainder of the Agreement shall remain enforceable to the extent permitted by law.

9.3. Agreement negotiations. In case the Institution wishes to negotiate the provisions of the Agreement and/or in the Annexes, the Provider reserves the right to apply an extra fee by notifying the Institution beforehand.

9.4. Amendments. All amendments, modifications, or supplements to the Agreement shall be made at least in a format which can be reproduced in writing (e.g. e-mail, Skype etc) and shall form an inseparable part of the Agreement.

9.5. Language. Unless expressly agreed otherwise between the Parties, Services shall be provided and all communication between the Parties shall be conducted in English.

9.6. Governing law. The Agreement is governed by and construed in accordance with the laws of the country of registration of the defending Party, without regard to the conflicts of law provisions therein.

9.7. Settlement of disputes. Any dispute arising out of or in connection with the Agreement including any question regarding its existence, validity or termination, shall be resolved mutually and in good faith by the parties. Any dispute arising under the Agreement which is not settled by direct negotiations of the parties if not settled between the Parties amicably, shall be settled in accordance with the jurisdiction of the country of registration of the defending Party.

9.8. Signatures. By signing the Agreement, each Party (and its representatives, as the case may be) confirms and represents that it has full legal capacity and authorisation to enter into the Agreement and that the content of the provisions of the Agreement is clear, transparent and conforms to the will of the Parties. Paying the Service fee by the Institution is considered equal to signing.

9.9. Entering into force. The Agreement will enter into force upon signing the Agreement or paying the Service fee (by the Institution). By signing the Agreement or paying Service fee the Institution confirms that the Institution has read the Agreement and its Annexes, has understood and will follow the provisions therein.

10. CONTACTS

10.1. The contacts of the Parties for the purposes of the Agreement are in the Annex 1. In case the contact person appointed by the Institution and brought out in Annex 1 for the purposes of the Agreement will change, the Institution will notify within 5 working days the name of the new contact person via e-mail the Provider.

Annexes:

Annex 1 – Price Offer

[Annex 2 – SLA \(https://staging-web-dcom.dreamapply.dev/service-level/\)](https://staging-web-dcom.dreamapply.dev/service-level/)