

Perlego

Order Form

Primary Contact Information (Account Holder)

First Name		<i>First name of account holder</i>
Last Name		<i>Second name of account holder</i>
Phone Number	+370 686 69023	<i>Phone number including country code</i>
Email Address	@vilniustech.lt	<i>Email address of account holder</i>
Role	President	<i>Title of account holder e.g. Head of L&D.</i>

Billing Contact Information

First Name		<i>First name of purchasing individual</i>
Last Name		<i>Second name of purchasing individual</i>
Phone Number	n/a	<i>Phone number including country code</i>
Email Address	ech.lt @vilniust	<i>Email address of purchasing individual</i>
Role	Head of Administration	<i>Title of purchasing individual e.g. purchasing manager.</i>

Customer Information

Customer Name	Lithuanian Research Library Consortium	Name of the Customer the purchaser is operating on behalf of
Registered Business Address	Sauletekio al. 14 LT-10223 Vilnius Lithuania	<i>Registered address of the company</i>

Company Registration Number		<i>Number of the Customer on the local register e.g. 10155026</i>
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Registered Business Name	LITHUANIAN RESEARCH LIBRARY CONSORTIUM	<i>The official title under which a company operates in the market</i>
Registered Billing Address	Sauletekio al. 14, LT-10223 Vilnius LITHUANIA	<i>Only complete if registered billing address is different to your registered business address</i>
VAT Number (if applicable)	n/a	<i>VAT number of registered organisation, enter N/A if not VAT registered</i>

Perlego Order Information:

Invoicing Frequency	Annually	<i>Annual invoice up front by agreed payment date. No later than by 10 December 2025 Perlego shall issue to the Customer the invoice in the amount indicated in the Total Charges as per this table in the Order Form. If Perlego fails to issue the invoice to the Customer by the above date, the agreement shall be considered as terminated. In such case Perlego shall lose his right to the reimbursement of any losses.</i>
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Number of User Subscriptions Required	100	<i>Number of Subscriptions required from Perlego (one Subscription can only be used by one user at a time).</i>
Customer Plan	Essentials	<i>Determined by number of User Licences, sets out the included levels of support and assistance resources as per Annex 1</i>
Primary Country of Use	Lithuania	<i>Country the Subscriptions will be used primarily in</i>
Start Date	01-01-2026	<i>Start date of Perlego agreement, please allow 10 days from date of payment received</i>
End Date	31-12-2026	<i>End date of Perlego agreement.</i>
Initial Subscription Term	12	<i>The duration of the initial term of the contract (months)</i>
Individual User Subscription price per year.	€75	<i>The subscription price of an individual end-user account, for a contract duration of 12 months.</i>
Total Subscription Fees	€7500.00	<i>Individual User Subscription price * Number of User Subscriptions Required</i>
Additional set-up fees	€0	<i>Outlined below in the Additional Information section</i>
Total Charges (excl. VAT and bank charges)	€7500.00	<i>Number of Subscriptions * Individual Subscription Price, inclusive of any additional set-up fees</i>

Total Charges (excluding bank charges)	€7500.00	<i>Number of Subscriptions * Individual Subscription Price, inclusive of any additional set-up fees and VAT (if applicable)</i>
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Perlego Information

Contact Person		<i>Perlego point of contact</i>
Company Name	Perlego Ltd	<i>Name of the Vendor the purchaser is operating on behalf of</i>
Company Register Number	Company 10155026	<i>Number of the Vendor on the local register e.g. 10155026</i>
Registered Business & Billing Address	26 Hatton Garden, London EC1N 8BR	<i>Registered and Billing address of the company</i>
VAT Number (if applicable)	VAT 246681777	<i>VAT number of registered organisation, enter N/A if not VAT registered</i>

Additional information

In case of contradiction between the Agreement and Schedules, Annex 2 (The Tender for the Services of Subscription to the Online Research Database PERLEGO, DIGITAL LIBRARY) shall prevail.

Please read this Order Form and our Terms and Conditions carefully before proceeding. Our Agreement consists of this Order Form, the Perlego Terms and Conditions and the other documents incorporated into this Agreement as described in the Perlego Terms of Service. By executing this Order Form you accept this Agreement on behalf of the Customer indicated in this Order Form as a legally binding contract with Perlego (as defined in the Terms and Conditions).

Authorisation

Signature below indicates agreement and acceptance of the above terms.

Signed by
for and on behalf of Perlego
03-12-2025
Date

Signed by
for and on behalf of Lithuanian Research Library
Consortium
03-12-2025
Date

Perlego Terms and Conditions

Agreement:

Definitions:

[1] The definitions and rules of interpretation in this clause apply in this agreement.

[1.1] **Agreement:** these Terms and Conditions (including schedules and annexures), the Order Form, and the documents incorporated by reference into them.

[1.2] **"Authorised Users"** means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.

[1.3] **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks are open for business.

[1.4] **"Confidential Information"** means information that is proprietary or confidential and clearly labelled as such or identified as Confidential Information or would reasonably be considered to be confidential in the circumstances of its disclosure.

[1.5] **"Controller, processor, data subject, personal data, personal data breach, processing"** and **"appropriate technical and organisational measures"** is as defined in the Data Protection Legislation.

[1.6] **"Customer"** means the organisation defined as Customer in the Order Form.

[1.7] **"Customer Data"** means the data inputted by the Customer, Authorised Users, or Perlego on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services, data visible by means of the License Manager, and Usage Data.

[1.8] **"Data Protection Legislation"** means the data protection legislation relating to the processing and security of personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

[1.9] **"Documentation::"** the document made available to the Customer by Perlego which sets out a description of the Services and the user instructions for the Services.

[1.10] **"eContent"** means digital versions of certain ebooks and/or other content and certain proprietary electronic resources, to which access is made available by means of the Services.

[1.11] **"Fees"**: means the Subscription Fees and, as applicable, the Set-up Fee (and any VAT or other taxes applicable on the same).

[1.12] **"Initial Subscription Term"**: the initial term of this Agreement as set out in the Order Form.

[1.13] **"Intellectual Property Rights"**: patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all

similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

[1.14] "License Manager" means a dashboard user interface provided as part of the Services, by means of which Customer can view details of Authorised Users' interactions with eContent.

[1.15] "Normal Business Hours" means 09.00 to 17.00 local UK time, each Business Day.

[1.16] "Order Form" means the Perlego Order Form in Schedule 1.

[1.17] "Perlego" means Perlego Ltd registered under company number: 10155026 and whose registered office is at 26 Hatton Garden, London, EC1N 8BR.

[1.18] "Renewal Period" means the period described in clause 12.1.

[1.19] "Services": the access to software, eContent and the Licence Manager via the subscription services provided by Perlego to the Customer under this Agreement by means of www.perlego.com or any other website notified to the Customer by Perlego from time to time, as more particularly described in the Documentation and the support and assistance services (as determined by the Customer's Plan).

[1.20] "Start Date" means the date specified in the Order Form.

[1.21] "Set-up Fee": a one-off charge for set-up of the Services, as specified in the Order Form.

[1.22] "Subscription Fees" means the subscription fees payable by the Customer to Perlego for the User Licenses, as set out in Schedule 1 and Schedule 2.

[1.23] "Software": the online software applications provided by Perlego as part of the Services, including the Perlego eReader software and its digital rights management contents and software code.

[1.24] "Subscription Term" has the meaning given in clause 12.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

[1.25] "Plan": the level of support and assistance services included in the Services, as determined by reference to the number of User Licences, specified on the Order Form and more fully detailed in Annex 1 (or as updated and by Perlego from time to time, including in the Documentation).

[1.26] "UK Data Protection Legislation": all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

[1.27] "Usage Data" means data regarding Authorised Users' use of the Services;

[1.28] "User Licenses" means the user subscriptions purchased or to be purchased by the Customer pursuant to clause 6.1 which entitle Authorised Users to access and use the Services in accordance with this agreement. Each User License shall be a separate contract with its own term but governed by the provisions of this agreement.

[1.25] A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

[1.26] A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

[1.27] A reference to writing or written includes e-mail.

[1.28] Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

[1.29] A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

[2] User subscriptions:

[2.1] Subject to the Customer purchasing the User Licences in accordance with Clause 3.2 and Clause 9.1 and abiding by the restrictions set out in this Clause 2 and the other terms and conditions of this Agreement, Perlego hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to access and use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

[2.2] In relation to the Authorised Users, the Customer undertakes that:

a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Licences specified in the Order Form or that it has purchased from time to time;

b) the Authorised Users will access eContent primarily from the territory specified in the Order Form as the Primary Country of Use, but may be accessed from other territories on an infrequent basis (as determined by Perlego at its discretion);

c) it will not allow or suffer any User Licence to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

d) it will ensure that none of the Authorised Users makes any mass, automated or systematic extractions from the Services;

e) each Authorised User shall keep a secure password to access the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep this password confidential; and

f) it shall ensure that the Authorised Users adhere to the requirements set out in this Agreement and the Perlego end user terms of use in effect from time to time, and shall ensure that the Authorised Users confirm their acceptance to such terms of use in advance of accessing the Services.

[2.3] The Customer shall not and shall procure that Authorised Users shall not access, store, distribute or transmit any viruses or other malware, or any material during the course of its use of the Services that:

a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

b) facilitates illegal activity;

c) depicts sexually explicit images;

d) promotes unlawful violence;

e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

f) is otherwise illegal or causes damage or injury to any person or property;

and Perlego reserves the right, without liability or prejudice to its other rights or obligations to the Customer, to disable (or temporarily suspend) the Customer's access to the Services. Without limitation, any breach of this clause shall constitute a material breach of this Agreement.

[2.4] The Customer shall not and shall procure that Authorised Users shall not:

a) attempt to access the eContent otherwise than by means of the Perlego eReader or other proper method comprised in the Services;

b) not to perform any actions in, with or upon the Software that are performed for the purpose of subverting digital rights management for eContent;

c) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or

ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

d) access all or any part of the Services, eContent in order to build a product or service which competes with the Services; or

e) subject to clause 19.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, eContent available to any third party except the Authorised Users, or

f) attempt to obtain, or assist third parties in obtaining, access to the Services, eContent, other than as provided under this clause 2; and

[2.5] The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, eContent and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Perlego.

[2.6] The rights provided under this Clause 2 are granted to the Customer only, and shall not be considered granted to any third party including any subsidiary or holding company of the Customer. For the avoidance of doubt, this does not affect the Customer's authority to grant access to the Services and the eContent to Authorised Users of any such subsidiary or holding company.

[2.7] If the Services comprise access to a mobile application for viewing eContent, the Customer acknowledges that access to such application will require acceptance by Authorised Users of additional terms of use.

[3] Additional User Licences:

[3.1] Subject to Clause 3.2, the Customer may, from time to time during the Subscription Term, purchase additional User Licences in excess of the number set out in the Order Form and Perlego may grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.

[3.2] If the Customer wishes to purchase additional User Licences, the Customer shall notify Perlego in writing. If Perlego approves the Customer's request to purchase additional User Licences, the Customer shall, within 30 calendar days of the date of Perlego's invoice, pay to Perlego the relevant fees for such additional User Licences as set out in the Order Form. If such additional User Licences are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be charged at Perlego's standard monthly subscription term of €12 per person, per month, from the date of activation by Perlego for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

[3.3] If the additional User Licences purchased changes the Customer's Plan, from the date of payment of the relevant fees for the additional User Licences purchased, the Services will be amended accordingly.

[4] Services:

[4.1] Perlego shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

[4.2] Perlego shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- a)** planned maintenance carried out during the maintenance window outside Normal Business Hours; and
- b)** unscheduled maintenance performed outside Normal Business Hours, provided that Perlego has used reasonable endeavours to give the Customer notice in advance.

[4.3] The provisions of clause 4.2 shall not apply where Service unavailability or outage is due to an act or omission of the Customer or otherwise is caused by Perlego's cloud service providers.

[4.4] Perlego will, as part of the Services, provide the Customer with Perlego's standard customer support services during Normal Business Hours in accordance with Perlego's standard support services policy and processes in effect from time to time during the term of this Agreement.

[5] Changes to eContent:

[5.1] The Customer acknowledges that Perlego may, at any time and with or without prior notice, remove eContent from the Services if the eContent is withdrawn by the relevant publisher or Perlego determines that, in its sole discretion, it does not possess the appropriate or necessary rights or for legal or regulatory reasons is no longer able to provide the Authorised Users with access to such eContent. If Perlego removes any eContent from the Services, it will use reasonable endeavours to replace it with alternative similar content.

[5.2] Customer acknowledges that Authorised Users should be advised by the Customer to maintain back-up copies of any notes they may incorporate to personalise the Perlego experience to avoid these being lost if Perlego removes any eContent. Except where removal is required sooner to avoid a breach of law or infringement of Intellectual Property Rights, Perlego will use all reasonable endeavours to provide not less than 30 days' advance notice of any planned removal of eContent.

[6] Customer Data:

[6.1] Perlego shall follow its archiving procedures for Customer Data from time to time, as such procedures may be amended by Perlego in its sole discretion from time to time. In the event of any loss or damage to Customer Data, Perlego shall use commercially reasonable endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Perlego in accordance with its archiving procedure. Without prejudice to Clause 6.7, Perlego shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any other third party which is not a third party processor.

[6.2] Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

[6.3] The parties acknowledge that:

a) to the extent that Perlego processes any personal data on the Customer's behalf for the purposes of displaying data in the Licence Manager (such personal data in such circumstances being Customer Personal Data), the Customer is the data controller and Perlego is the data processor of any Customer Personal Data, for the purposes of the Data Protection Legislation;

b) except as provided in sub-clause (a) above, any Customer Personal Data shall be processed by Perlego in accordance with Perlego's privacy policy available at <https://www.perlego.com/privacy-policy>; and

c) the Customer Personal Data may be transferred or stored by Perlego outside the UK or EEA or the country where the Customer and the Authorised Users are located to carry out the Services and Perlego's other obligations under this Agreement, provided that such transfer or storage is in accordance with applicable Data Protection Legislation and clause 6.4 (b) below

[6.4] Without prejudice to the generality of Clause 6.2, Perlego shall, in relation to any Customer Personal Data:

a) process that Customer Personal Data only on the documented written instructions of the Customer unless Perlego is required by the laws of any member of the European Union or by the laws of the European Union applicable to Perlego and/or Domestic UK Law (where **Domestic UK**

Law means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (**Applicable Laws**). Where Perlego is relying on Applicable Laws as the basis for processing Customer Personal Data, Perlego shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Perlego from so notifying the Customer;

b) not transfer any Customer Personal Data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

- i)** the receiving jurisdiction is deemed to guarantee an equivalent level of protection as established from time to time by the European Commission; or
- ii)** the Customer or Perlego has provided appropriate safeguards to ensure an equivalent level of protection is met in relation to the transfer; and
- iii)** the data subject has enforceable rights and effective legal remedies;

c) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

d) notify the Customer without undue delay on becoming aware of a personal data breach;

e) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Customer Personal Data; and

f) maintain complete and accurate records and information to demonstrate its compliance with this Clause 6 and immediately inform the Customer if, in the opinion of Perlego, an instruction infringes the Data Protection Legislation.

[6.5] Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

[6.6] The Customer shall ensure that Authorised Users have consented to the transfer to and from Perlego, and processing by Perlego, of the Customer Personal Data for the purposes of this Agreement.

[6.7] The Customer consents to Perlego appointing as third-party processors of Customer Personal Data under this Agreement those processors identified at <https://www.perlego.com/privacy-policy#service-providers>. Perlego confirms that it has entered or (as the case may be) will enter with the third-party processor into a written Agreement incorporating terms which are substantially similar to those set out in this Clause 6. As between

the Customer and Perlego, Perlego shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to Clause 6.4.

[6.8] Perlego may, at any time on not less than 30 calendar days' notice, revise Clause 6.4 by replacing it with any applicable controller to processor standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

[7] Perlego's Obligation:

[7.1] Perlego shall provide the Services substantially in accordance with the Documentation.

[7.2] The obligation at Clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Perlego's instructions, or modification or alteration of the Services by any party other than Perlego or Perlego's duly authorised contractors or agents. If the Services do not conform substantially in accordance with the Documentation Perlego will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the obligation set out in Clause 7.1. Notwithstanding the foregoing, Perlego:

a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; that any level of eContent will be available for use by Authorised Users; or that the Services, eContent, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over third party communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

[7.3] This Agreement shall not prevent Perlego from entering into similar Agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

[8] Customer's Obligation:

The Customer shall:

a) provide Perlego with:

i) all necessary cooperation in relation to this Agreement; and

ii) all necessary access to such information as may be required by Perlego, to enable Perlego to provide the Services, including but not limited to Customer Data, security access information and configuration services;

b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;

d) ensure that the Authorised Users use the Services and the Documentation in accordance with this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

e) ensure that its network and systems comply with the relevant specifications provided by Perlego from time to time; and

f) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Perlego's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

[9] Charges and payment:

[9.1] The Customer shall pay the Fees to Perlego for the User Licences in accordance with this Clause 9 and the Order Form.

[9.2] The Customer shall on the Start Date provide to Perlego valid, up-to-date and complete approved purchase order information acceptable to Perlego and any other relevant valid, up-to-date billing details and Perlego shall invoice the Customer as set out in the Order Form and the Customer shall pay each invoice within 28 calendar days after the date of such invoice.

[9.3] Time shall be of the essence regarding payment specified in this Clause 9. If Perlego has not received payment within 28 Business Days after the due date, and without prejudice to any of Perlego's other rights and remedies:

a) Perlego may, on no less than 5 Business Days' notice to the Customer and without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Perlego shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current base lending rate of National Westminster Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

[9.4] All amounts and fees stated or referred to in this Agreement:

a) are, subject to Clause 13.3(b), non-cancellable and non-refundable;

b) are inclusive of value added tax, which shall be added to Perlego's invoice(s) at the appropriate rate of 0% on the basis that the Customer is established outside the UK, and has indicated that the Services are procured under the provision of Article 35(2)(17) of the Law on Public Procurement; and

c) are exclusive of any other fees, duties, charges (worldwide) which may be imposed or charged in connection with the provision of the Services, including (without limitation) any fees, duties, charges or taxes imposed by local laws, for which the Customer shall be solely liable and responsible.

[9.5] Should the Customer wish to extend the contract past the dates indicated in the Order Form, Perlego shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Licences purchased pursuant to Clause 3.2, at the start of each Renewal Period upon 60 calendar days' prior notice to the Customer and the Order Form shall be deemed to have been amended accordingly.

[10] Intellectual Property Rights:

The Customer acknowledges and agrees that Perlego and/or its licensors own all Intellectual Property Rights in the Services, the eContent and the Documentation. Except as expressly stated herein at Clause 2.1, this Agreement does not grant the Customer any rights to, under or in, any

**V1.0 - These updated terms and conditions supersede all previous agreements.*

Intellectual Property Rights, or any other rights or licences in respect of the Services, the eContent or the Documentation.

[11] Confidentiality:

Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the other use, disclose or copy the other party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Agreement and shall not suffer or allow such Confidential Information to be used or disclosed. The Customer will publish Perlego tender, the concluded Agreement and modifications to it, except for the information that Perlego indicated in the tender as confidential and personal information, in the Central Public Procurement Information System (CVP IS).

[12] Indemnity:

[12.1] The Customer shall defend, indemnify and hold harmless Perlego against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, eContent and/or Documentation which is not in accordance with this Agreement, provided that: the Customer is given prompt notice of any such claim;

a) Perlego provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

b) the Customer is given sole authority to defend or settle the claim.

[12.2] Perlego shall defend the Customer, its officers, directors and employees against any claim that the Services, Documentation or eContent infringes any United Kingdom patent effective as of the Start Date, copyright, trademark, database right or other Intellectual Property Right, and shall indemnify the Customer for any amounts awarded against the Customer in final judgement or settlement of such claims, provided that:

a) Perlego is given prompt notice of any such claim;

b) the Customer provides reasonable co-operation to Perlego in the defence and settlement of such claim, at Perlego's expense; and

c) Perlego is given sole authority to defend or settle the claim.

[12.3] In the defence or settlement of any claim, Perlego may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

[12.4] In no event shall Perlego, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

a) a modification of the Services by anyone other than Perlego;

b) the Customer's use of the Services or the eContent in a manner contrary to the instructions given to the Customer by Perlego; or

c) the Customer's use of the Services or the eContent after notice of the alleged or actual infringement from Perlego or any appropriate authority.

[12.5] Clause 12.4 and Clause 13.3(b) state the Customer's sole and exclusive rights and remedies, and Perlego's (including Perlego's employees, agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or other Intellectual Property Right.

[13] Limitation of liability:

[13.1] Except as expressly and specifically provided in this Agreement:

a) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

b) the Services and the Documentation are provided to the Customer on an "as is" basis.

[13.2] Nothing in this Agreement excludes the either party's liability for:

a) for death or personal injury caused by negligence; or

b) for fraud or fraudulent misrepresentation.

[13.3] Subject to Clause 13.1 and Clause 13.2:

a) Perlego shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

b) Perlego's total aggregate liability in contract (including in respect of the indemnity at Clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees actually paid for the User Licences during the preceding 12 month period.

[14] Term and termination:

[14.1] This Agreement shall, unless otherwise terminated as provided in this Clause 14, commence on the date of this Agreement and shall continue for the Initial Subscription Term unless, otherwise terminated in accordance with the provisions of this Agreement.

[14.2] Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 5 Business Days after being notified in writing to make such payment;

b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 calendar days after being notified in writing to do so;

c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

d) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

e) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or

[14.3] Perlego may terminate this Agreement with immediate effect by giving written notice to the other party if that the Customer undergoes a change of control, other than in circumstances of an internal corporate reorganisation.

[14.4] On termination of this Agreement for any reason:

a) Customer shall immediately pay Perlego any Fees or other amounts owed to it;

b) Perlego shall disable all accounts set up by Authorised Users;

c) without limitation on Clause 6.3, Perlego shall be entitled to contact Authorised Users by means of the email address associated with their account, to invite them to become individual users of the Perlego service;

d) all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services, the eContent and/or the Documentation;

e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and

f) each party shall return to the other party or destroy, and make no further use of, any property or Confidential Information (and all copies thereof) belonging to the other party, provided that each party may retain such documents and materials containing Confidential Information to the extent required to do so by law or regulation, court order or as required by any regulatory authority.

[14.5] Notwithstanding any termination of this Agreement, the following provisions shall continue in full force and effect, clauses 3.2 (Additional User Licences), 6 (Customer Data), 9 (Charges and payment), 10 (Intellectual Property Rights), 11 (Confidentiality), 12 (Indemnity), 13 (Limitation of liability), 14 (Term and termination) and clauses 17 (Waiver) to 24 (Disputes) (inclusive).

[15] Force majeure:

Each party shall have no liability to the other under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, pandemic, lock-outs or other industrial disputes (whether involving the workforce of that party or any other party), failure of a utility service or transport or telecommunications network or app store, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other party is notified of such an event and its expected duration. Notwithstanding the foregoing, nothing in this clause shall excuse the Customer from any payment obligation under this Agreement.

[16] Variation:

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

[17] Waiver:

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

[18] Rights and remedies:

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

[19] Severance:

[19.1] If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

[19.2] If any provision or part-provision of this Agreement is deemed deleted under Clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

[20] Entire agreement:

[20.1] This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

[20.2] Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

[20.3] Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

[21] Assignment:

[21.1] The Customer shall not, without the prior written consent of Perlego, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

[21.2] Perlego may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

[22] No partnership or agency:

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

[23] Third party rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

[24] Disputes:

[24.1] In the event of any dispute or difference between the parties, they shall use their reasonable endeavours to resolve the matter in dispute by negotiation in good faith and in any event court proceedings (except for any urgent or interlocutory or interim relief) shall not be commenced until 30 days have elapsed since the dispute or difference first arose and was notified in writing by a party to the other party.

[24.2] This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

[24.3] Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Processing, Personal Data and Data Subjects:

[1] Processing by Perlego

[1.1] Scope

Provision of Subscription Manager dashboard service

[1.2] Nature and purpose of processing

Processing data regarding use of the Services by Authorised Users

[1.3] Duration of the processing

For the term of this Agreement

[2] Types of personal data

Customer Personal Data as defined in this Agreement, which may comprise email address of endusers, and eContent accessed.

[3] Categories of data subject

Authorised Users

Annex 1 – Plans:

	Essentials	Enhanced	Ultimate
Account Management:	Enjoy the support of a dedicated account manager who is available to assist you via email. Additionally, you'll have the opportunity for one annual call with your Account Manager.	Receive dedicated support from your account manager, with the option for two (2) calls per year. Your account manager will also be available via email at any point through your contract.	Experience unparalleled support with unlimited calls with your dedicated account manager. Included in the package, you will also get a yearly quarterly business review (QBR) to review results and align strategies and goals.
Onboarding	-	Ease into our platform with an onboarding call to guide you through the setup process.	Receive personalised kick-off calls and on-campus promotion* to maximise your subscription benefits.
Training	Provide Authorised Users with access to self-serve videos and training materials. Authorised Users will also have the option to participate in live webinars designed for faculty and students.	Access a range of training resources, and offer your Faculty up to 2 (two) dedicated training webinars per year.	Access extensive training resources, and offer your Faculty up to four (4) dedicated training webinars per year.
Data	Access usage statistics and data through your admin portal.	Access usage statistics and data through your admin portal.	On top of standard platform usage statistics, unlock access to custom data and student-level insights.

	Essentials	Enhanced	Ultimate
Tech Support	Benefit from guaranteed response times within five (5) working days, with priority support for critical issues.	Benefit from guaranteed response times within forty-eight (48) hours, with priority support for critical issues.	Enjoy expedited response times within twenty-four (24) hours, with comprehensive support via email and call. Our team will also assist with integrations setup.
Integrations	-	Enjoy seamless integration with single sign-on (SSO) functionality, streamlining access to Perlego even further.	Benefit from integrations with your SSO and LTI systems, and get access to custom library discovery integration.
Content Support	-	-	Get your reading list matched against the content available on Perlego.
*Subject to reimbursement of travel, accommodation and subsistence expenses.			

Annex 2

Tender For Services of Subscription to the Online Research Database PERLEGO, DIGITAL LIBRARY

Copy as signed by Camilla Perego and shared back to Emilija Banionytė 18th November 2025

CERTIFICATE *of* SIGNATURE

REF. NUMBER
WYS2B-YXCNV-REOQA-S4LZE

DOCUMENT COMPLETED BY ALL PARTIES ON
03 DEC 2025 14:54:41
UTC

SIGNER

TIMESTAMP

SIGNATURE

EMAIL @VILNIUSTECH.LT

SENT
03 DEC 2025 12:21:49
VIEWED
03 DEC 2025 13:16:32
SIGNED
03 DEC 2025 13:19:07



IP ADDRESS
90.131.32.223

RECIPIENT VERIFICATION

EMAIL VERIFIED
03 DEC 2025 13:16:32

CAMILLA PEREGO

EMAIL COM

SENT
03 DEC 2025 12:21:49
VIEWED
03 DEC 2025 14:54:22
SIGNED
03 DEC 2025 14:54:41



IP ADDRESS
89.197.234.174

LOCATION
OXFORD, UNITED KINGDOM

RECIPIENT VERIFICATION

EMAIL VERIFIED
03 DEC 2025 14:54:22

