

No. 2025-P-00849

## Terms of Service

**DreamApply OÜ („Provider“)** shall supply DreamApply and Services to the Lithuanian University of Health Sciences **“Institution”** in accordance with the following terms and conditions.

### 1. DEFINITIONS

- 1.1. Account – the central means of access to the non-public parts of DreamApply and for using the Services, which includes the user’s personal profile and is used to identify the user as well as to provide the user with a set of administrative tools.
- 1.2. Agreement – the legally binding contract between the Institution and the Provider for using DreamApply and any Services. The Agreement is consisting of these General Terms, Service Level Agreement (Annex 1), Data Processing Agreement (Annex 2) and other agreements if applicable. An integral part of the Agreement is the information provided by the Provider when sending the Quote/Price Offer/Order notices to Institution.
- 1.3. Applicant – a natural person who goes through the admission process by applying to study at an Institution using DreamApply.
- 1.4. Confidential Information – any information relating to a Party that a Party receives in connection with concluding the Agreement or using DreamApply or Services and (a) that is marked, or at the time of disclosure is otherwise designated, as being confidential or (b) that would be regarded as confidential or commercially sensitive by a reasonable business person; without prejudice to the above, information concerning: (a) non-public parts of DreamApply and Services, including computer programs, methods of processing, program design and structure of DreamApply and the interaction and unique programming techniques it employs; (b) all information or data concerning the discovery, invention, research, improvement, development, manufacture, or sale of DreamApply and Services; (c) the Provider’s financial data (including prices, sales costs, net income, profits, pricing methods etc); (d) the Provider’s business operations and processes (including the structure of the organisation, type of personnel, working methods, information systems used etc); (e) any information obtained through access to the DreamApply, which, if not otherwise described above and is of such a nature that a reasonable person would believe it to be confidential or proprietary; and (f) other valuable trade secrets and know-how, which is proprietary and confidential property of the Provider, including unique knowledge, experience, skills and competence about DreamApply and Services, which have actual or potential commercial value because it is not known to third persons. The following shall not be considered Confidential Information: (a) any information which is or in future comes into the public domain (unless a result of the breach of the Agreement); (b) any information which is already known to the receiving party and which was not subject to any obligation of confidence before it was disclosed to the receiving party by disclosing party; (c) is disclosed to the receiving party by a third party who did not obtain such Confidential Information, directly or indirectly, from the disclosing party; or (d) was independently developed (by personnel having no access to Confidential Information) by the receiving party as proven by the records of the receiving party at least in a format which can be reproduced in writing (e.g. e-mail, chat etc).
- 1.5. Estonian CPI – the annual increase in percentage points (or fraction thereof) of the official Consumer Price Index available at <https://www.stat.ee/en/find-statistics/statistics-theme/finance/prices/consumer-price-index>
- 1.6. Development – development of additional features or functionality to DreamApply or the Services, integration of DreamApply with third-party systems or technologies, and customisation of DreamApply for the Institution’s needs, and requirements agreed between the Parties.
- 1.7. DreamApply – an integrated software solution for filing and managing applications by Institutions operating in their professional activity. DreamApply includes the DreamApply website at dreamapply.com, its sub-domains and domains with identical names under other top domains, also the website dream-agreement.eu as well as all web documents (including images, PHP- and HTML files), software, hardware, databases, interfaces, connected media, documentation, applications, updates, version upgrades, and other related components or materials that make up or contribute to the features and functionality of DreamApply, including any data, documents, works and other materials added by the Provider.
- 1.8. General Terms – all the terms and conditions contained herein, as well in Service Level

Agreement and Data Processing Agreement and all other operating rules, policies, established good practice, guidelines, and procedures that may be published from time to time via DreamApply and the website dream-agreement.eu as or otherwise made available on or through the Services, as well as any of their future modifications.

- 1.9. Service Start Date – the date when the Agreement enters into force as specified in the Quote/Price Offer/Order or agreed upon between the Parties.
- 1.10. Institution – a university or other organisation that uses DreamApply to receive and manage applications from students or potential applicants.
- 1.11. Party or Parties – Institution or the Provider individually or collectively.
- 1.12. Provider – DreamApply OÜ, a limited liability company established in Estonia that owns and operates DreamApply and offers Services.
- 1.13. Services – any services provided or made available by the Provider via DreamApply or relating thereto.
- 1.14. Support – additional services provided to the Institution by the Provider, such as but not limited to supporting DreamApply configuration, administrative support, auditing, training, consultations, processes mapping and optimization.
- 1.15. User Content - any data, documents, works and other materials added to the DreamApply by Applicant and/or Institution.
- 1.16. Quote/Price Offer/Order – an offer sent by Provider, on the basis of which the Institution can confirm the subscription to DreamApply and Services.

## **2. GENERAL**

- 2.1. The Provider's mission is to provide a seamless application experience for Applicants and increase the efficiency of recruitment, admissions and marking processes for Institutions. In order to fulfil that mission, the Provider has developed DreamApply, which enables a variety of high-quality services for the education sector.
- 2.2. The Provider shall provide the Institution with access to DreamApply and Services and the Institution shall pay for the access to DreamApply and Services in accordance with the terms and conditions set out in the Quote/Price Offer/Order and any other terms and conditions that the Provider has herein made available to the Institution.
- 2.3. The Agreement shall be deemed to be concluded in accordance with the instructions indicated in the Quote/Price Offer/Order. In the event of a discrepancy between the Quote/Price Offer/Order, the Parties shall consider the last notice sent by the Provider to be valid.
- 2.4. Term of services – 12 months.

## **3. PROVISION OF SERVICES**

### **3.1. Configuration of DreamApply**

- 3.1.1. If not agreed otherwise the Institution shall configure, test and implement DreamApply itself ("set-up") and take full responsibility for the outcome.
- 3.1.2. The Institution has also the possibility to order configuration and/or help with configuration from the Provider which shall be agreed upon separately.
- 3.1.3. Upon delivery of the configuration (set-up) from the Provider, the Provider has the right to first recommend an audit based on what the system shall be configured and processes mapped and optimised. The cost of the audit shall be borne by the Institution.
- 3.1.4. Upon delivery of the configuration (set-up) from the Provider, the Institution shall have 30 (thirty) calendar days to inspect the configuration. The configuration is deemed to have been accepted by the Institution if either (a) no complaints are filed within the inspection period; (b) the Institution confirms acceptance at least in a format which can be reproduced in writing (e.g. e-mail, chat etc); or (c) the Institution actively starts using DreamApply or Services.

### **3.2. Support**

- 3.2.1. The Provider shall provide the Institution with technical assistance and consultation

regarding the DreamApply ("**Support**"). Support includes but is not limited to reacting to and repairing errors as well as providing fixes and upgrades in accordance with the current Service Level Agreement.

3.2.2. The Provider offers Support to the Institution and not the Applicants. The Institution shall provide support to the Applicants.

3.2.3. The Provider may provide Support to the Applicants under a separate agreement between the Parties.

3.2.4. The Institution may request additional support services (e.g., manual data insert). In the event the Provider accepts the request, the Institution shall provide correct, validated and up-to-date data. The Provider follows the instructions provided by the Institution and performs the requested tasks with a standard that is reasonably expected in the performance of such services. The Institution is responsible for the accuracy of the underlying data.

### 3.3. Training

3.3.1. The Provider shall provide training to the Institution in the scope set out in the Quote/Price Offer/Order.

3.3.2. Should the Institution require training in a volume exceeding the scope set out in the Quote/Price Offer/Order, the Institution has the possibility to order such training from the Provider. The contents, schedule, trainers, materials, as well as fees and expenses related to training, will, in this case, be agreed upon between the Parties separately within a reasonable time in advance.

### 3.4. Development

3.4.1. By default, the DreamApply is provided as Software as a Service (SaaS) and is delivered "as is" without the promise to add any Institution-specific customized features. If agreed upon between the Parties the Institution may order from the Provider the development of additional features or functionality to DreamApply or the Services, to integrate the DreamApply with third-party systems or technologies, and customise DreamApply for the Institution's needs and requirements ("**Development**").

3.4.2. Provided that Parties have agreed to the Development the Institution shall describe the desired outcome and functionality of the Development to the Provider in as much detail as possible. The Provider shall respond to the request for a Development and retains the right to decline the request for Developments at its own discretion.

3.4.3. If the Provider accepts the request for Development, the Provider shall provide the Institution with a price offer. If the Institution agrees with the price offer then the Institution has to confirm the price offer in writing or in a format which can be reproduced in writing. The confirmation is considered to be a consent to start the Development and shall be deemed to incorporate the provisions of the Agreement and shall be subject to such. In case the Development exceeds the scope or volume anticipated whilst making the price offer for the Development, the Provider shall inform the Institution, and provide the reasoning and new cost estimate within a reasonable time.

3.4.4. At any time whilst working on the Development, if necessary and reasonable, but no later than until acceptance of the completed Developments, either Party may request to change the terms of the Development. The changes to the terms shall be negotiated by both Parties.

3.4.5. Upon delivery from the Provider, the Institution shall have 14 (fourteen) calendar days to inspect the Development. The Development is deemed to have been accepted by the Institution, if (a) no complaints are filed within the inspection period; (b) the Institution confirms acceptance at least in a format which can be reproduced in writing (e.g. e-mail, chat etc); or (c) the Institution actively starts using the Development.

### 3.5. Additional costs regarding instructions given by the Institution

3.5.1. In case the instructions given by the Institution will generate extra work and expense to the Provider, the Provider will notify the Institution of it and will provide an estimated cost as well as issue with an invoice based on the standard fees provided in the Quote/Price Offer/Order.

#### 4. CONDITIONS OF USE

- 4.1. Subject to all limitations and restrictions contained herein, the Provider grants the Institution a non-exclusive and non-transferable subscription right to access and use DreamApply and Services.
- 4.2. The Institution understands and agrees that Provider uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run DreamApply and Services.
- 4.3. The Institution may not sell, modify, re-use, re-sell, distribute, reproduce or make any other use of DreamApply or Services.
- 4.4. The Institution may not reverse engineer, decompile or disassemble DreamApply and Services or modify another website so as to falsely imply that it is associated with DreamApply or Services. The Institution must not compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the software or any products supplied as a part of the DreamApply platform or attempt to reconstruct, reproduce, make available or modify any source code or underlying ideas, design, texts or algorithms of all or any portion of the DreamApply platform. In the case of breach of this clause, the Institution shall pay an initial civil penalty equal to 5 times the annual subscription fee paid by the Institution.
- 4.5. No ownership or exclusive copyrights to DreamApply or Services are granted to the Institution through the use of DreamApply or Services.
- 4.6. The Institution understands that Provider reserves the right to monitor the use of DreamApply or Services by using own or third party provided tools.
- 4.7. Provider has the right (but not the obligation) in its sole discretion to refuse or remove any content that is available via DreamApply or Services.
- 4.8. The Institution understands that Provider reserves the right to suspend or terminate the Institution's use of the DreamApply or Services if the Institution violates these General Terms.
- 4.9. The Provider strives to constantly innovate and make every reasonable effort to improve and enhance the technical structure, security, availability, content, features and functionality of DreamApply, to keep it up to date with the latest technologies and to introduce new Services to meet the Institutions' needs. For these purposes, the Provider hereby reserves the right to modify the DreamApply and Services from time to time. Information related to all changes, adjustments, improvements and deletions is published by the provider on the following website: <http://dream-group.github.io/dream-issues/releases.html>. If Institution does not accept the change(s), it should notify the Provider no later than the 30 (thirty) calendar date, after publishing the information and the Agreement will terminate thereafter. Continued use of DreamApply and Services, or any element thereof, after the end of the 30 (thirty) calendar days period constitutes binding acceptance of such changes.
- 4.10. The Provider wishes to offer the best user experience with DreamApply and the Services. For maximising the user experience, the recommended technical requirements should be followed. The recommended technical requirements are available as a separate document ("**Technical Specifications**") and will be issued upon the institution's request. The Institution is aware that if the Technical Specifications are not met, the content, features and functionality of DreamApply and Services may be limited.

#### 5. ACCOUNT

- 5.1. In order to use the full content, features and functionality of the public and non-public parts of DreamApply and Services, the user needs to create an Account. Each Account is personalised to a specific individual and may not be shared between multiple users. An Account is valid until the termination of the Agreement.
- 5.2. The access rights related to an Account will be determined by the Institution.
- 5.3. The number of Accounts established for an Institution is stipulated in the Quote/Price Offer/Order. The Institution shall be responsible for the administration and use of the Accounts at its own responsibility and discretion. The Institution is responsible for properly safeguarding the credentials (username, password, email address, security questions etc) of the Accounts and cover any damages that may be incurred due to the unauthorised disclosure, use and

distribution of said credentials.

- 5.4. The Institution shall immediately notify the Provider of (a) any abuse of an Account; (b) the loss of the credentials to an Account (username, password, email address, security questions etc); and (c) the unauthorised disclosure, use and distribution of said credentials by or to third parties.
- 5.5. The user shall immediately notify the Institution of a change in position, resignation or any other reason why a user no longer has the right to use DreamApply or the Services on behalf of the Institution. Upon such notification, the Institution shall renew the credentials to the respective Account, take other reasonable measures to protect the Account or delete it.
- 5.6. The Institution is responsible for deciding and making available functionalities and/or access rights and/or API key capabilities of DreamApply to its employees, service providers and/or third parties.

## **6. INTELLECTUAL PROPERTY**

- 6.1. DreamApply and Services, as well as any of its content, features and functionality, and any parts and elements thereof are or may be protected by copyright, trademark, design, patent, trade secret and other intellectual property or other proprietary rights (“IPR”) under applicable laws. All IPR and any other rights, title and interest in and to DreamApply and the Services are owned by the Provider, its employees, its contractual partners and/or third parties. The Institution’s use of DreamApply and the Services does not grant the Institution any IPR or any other rights, title or interest therein or related thereto, except as expressly agreed otherwise in the Agreement.
- 6.2. For the avoidance of doubt, the ownership of Developments shall belong to Provider.
- 6.3. The Institution may use DreamApply and the Services only for the purposes for which they were created and to the extent, they were legally made available to the Institution. Upon prior consent from the Provider, the Institution may get access to the Provider’s non-public application programming interface (“API”) to make DreamApply interoperable with the Institution’s systems or those of third parties in order to facilitate the processing of user content.
- 6.4. The Institution grants Provider the permission to use the name of the Institution in its materials to indicate that the Institution is its client.
- 6.5. User Content and any parts and elements thereof are or may be protected by IPR under applicable laws. The Institution retains all IPR and any other rights, titles and interests in and to the User Content. The Provider may not use User Content for any purposes other than those expressly agreed in the Agreement. By submitting User Content on DreamApply platform or the Services (i.e. photos, logos), the Institution grants the Provider a worldwide, non-exclusive, free of charge, sub-licensable, and transferable license to copy, modify, distribute, process, translate, make extracts of, transmit, add to compilations or databases, make available to the public, publicly display, make additions to or create derivatives of and otherwise use User Content to perform its rights and obligations under the Agreement, i.e. first and foremost provide the Institution with the DreamApply and the Services (e.g. hosting User Content, offering customer support, conducting maintenance of the DreamApply, researching or diagnosing technical issues with the DreamApply, provisioning hardware resources etc). This license is valid until User Content and its back-ups have been removed from the DreamApply.
- 6.6. Institution is solely responsible for making sure that:
  - 6.6.1. it owns all IPR and any other rights, title and interest in User Content it has uploaded (or provided to be uploaded) or has obtained the respective permissions and authorizations from the respective third-party owners before submitting it to Provider through the DreamApply or the Services for the purposes described in the Agreement;
  - 6.6.2. User Content it has uploaded (or provided to be uploaded) is in compliance with all applicable laws and regulations, e.g. it is not offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, pornographic, obscene, invasive of another’s privacy, defamatory, hateful or otherwise unlawful;
  - 6.6.3. User Content it has uploaded (or provided to be uploaded) does not require obtaining a license from or paying any fees and/or royalties by the Provider to any third party for the performance of DreamApply or any Services;
  - 6.6.4. User Content it has uploaded (or provided to be uploaded) is not harmful (for example viruses, worms and other destructive codes) and does not contain any programs that

overload or interfere with the work of the DreamApply or distort the User Content of other users.

- 6.7. When using the DreamApply and Services, the Institution may be exposed to User Content of other users from a variety of sources. The Provider does not endorse, nor is it responsible for the accuracy, usefulness, lawfulness, or IPR and any other rights, title and interest in or relating to such User Content. Institution acknowledges that the Provider cannot and does not review, pre-screen, monitor or filter User Content.

## **7. FEES AND PAYMENT**

- 7.1. Price of the contract: fixed price (Order No 1S-95 of the Director of the Public Procurement Office of 28 June 2017 on the Approval of the Methodology for Setting Pricing Rules (current version) p. 10.1).
- 7.2. The fees for the provision of DreamApply and Services are stipulated in the Quote/Price Offer/Order, and is 10270,00 Eur (ten thousand two hundred seventy euros).
- 7.3. Provider shall issue the Invoice only after both Parties have signed the Goods Handover–Acceptance Act.
- 7.4. An electronic invoice that complies with the European Standard on electronic invoicing, as referenced in Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard for electronic invoicing and the list of syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (hereinafter referred to as the European Standard for Electronic Invoicing), may be submitted by the Provider using any chosen means.
- 7.5. An electronic invoice that does not comply with the European Standard for Electronic Invoicing may be submitted by the Provider only through the General Information System for Invoice Administration (hereinafter referred to as SABIS).
- 7.6. The Institution shall accept and process electronic invoices using the SABIS information system, except in cases of mobilization, war, or a state of emergency, during which disruptions to the SABIS system may prevent communication and exchange of information between the Institution and the Provider through SABIS.
- 7.7. Payment shall be made within 30 (thirty) calendar days from the date the Institution receives the invoice
- 7.8. The yearly service fees as per the Quote attached are paid according to the deadline of the service period and video interviews are assigned and paid upon request.
- 7.9. Support services exceeding the scope provided in the Quote/Price Offer/Order, will be charged based on an hourly fee agreed upon between the Parties or made available for the Institution in Quote/Price Offer/Order. The Provider shall track the time spent on the additional Support services and the time tracker reports will be the basis for the invoicing for the additional Support services.
- 7.10. The fees for further Development exceeding the scope provided in the Quote/Price Offer/Order will be agreed upon separately between the Parties.
- 7.11. Exceeding the limits set in the Quote/Price Offer/Order (ex. storage limit, the volume of applications, etc) will incur an additional fee. The Provider will notify the Institution in case one of the limits has been exceeded. If the Quote/Price Offer/Order stipulates a specific limit that is covered by the fee, the difference between the final number of applications and the maximum number of applications stipulated in the Quote/Price Offer/Order will not result in an increase in the maximum number of applications for the following year(s) nor will it decrease the fees stipulated in the Quote/Price Offer/Order.
- 7.12. 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.
- 7.13. Except as otherwise provided for herein or agreed by the Parties in writing, there are no refunds of any fees or other amounts paid by the Institution in connection with the provision of DreamApply and/or the Services.

7.14. The fees for the Services to be purchased from Provider under the Agreement shall be as set forth in each Quote/Price Offer/Order. All fees shall remain unchanged for a period of one (1) year following the Service Start Date. Thereafter, the Provider may increase such fees once annually based on the CPI effective on the annual anniversary of the Service Start Date provided that annual increases shall not carry forward from one year to the next, meaning that if the Provider elects not to increase the fees in one year by the full amount allowed hereunder, Provider shall not have the right to carry forward such "unused" increase into subsequent years. If requested by Institution, a Provider's chief financial officer (or another authorized financial representative) shall certify Provider's compliance with the terms of the preceding subsection in writing by email to Institution, and Provider shall promptly provide to Institution documentation substantiating Provider's CPI calculations.

## **8. DATA PROTECTION**

8.1. Personal data processing is carried out according to the standard Data Processing Agreement available at <https://dreamapply.com/data-processing-agreement-dpa>.

8.2. The Institution is responsible for creating and updating privacy and cookie notices according to the binding international and national laws (of the country of the Institution) and the Institution's practice. The Institution shall inform the Provider about the Provider's additional obligations arising from the national law (of the country of the Institution).

## **9. SPECIAL TERMS OF SERVICE FOR DreamID**

9.1. DreamID is part of DreamApply platform. DreamID rises the level of information security of DreamApply for Applicants and Institutions.

9.2. DreamID is mandatory for Applicants while applying to any Institution which uses DreamApply platform.

9.3. Related to personal data processing in DreamID, the Provider acts as a data controller as defined in European Union General Data Protection Regulation (GDPR).

## **10. CONFIDENTIAL INFORMATION**

10.1. The Parties shall not disclose the Confidential Information of the other party to third persons. A Party may disclose the Confidential Information: (1) if required under laws and regulations or by public authorities (2) to its advisors, accountants, and other professionals; (3) if the other Party has consented to such disclosure.

## **11. DISCLAIMER OF WARRANTIES**

11.1. DreamApply and Services are provided on an "as is" and "as available" basis, without warranty of any kind. Without limiting this, Provider expressly disclaims all warranties, whether express, implied or statutory, regarding the DreamApply and Services, including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

11.2. Provider does not warrant that DreamApply or Services will meet the Institution's requirements; that DreamApply or Services will be uninterrupted, timely, secure, or error-free; that the information provided or obtained through the use of DreamApply or Services is accurate, reliable or correct; that any defects or errors will be corrected; that DreamApply or Services will be available at any particular time or location; or that DreamApply or Services are free of viruses or other harmful components. The Institution assumes full responsibility and risk of loss resulting from the use of the DreamApply or Services.

## **12. LIMITATION OF LIABILITY**

12.1. The Provider's liability under the Agreement is limited to direct damages only. To the maximum extent permitted by applicable laws and regulations, the Provider is not liable to the Institution or any third party for the loss of profit, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

12.1.1. the use or inability to use DreamApply or Services;

12.1.2. any modification, price change, suspension or discontinuance of DreamApply or Services;

12.1.3. DreamApply or Services generally or the software or systems that make DreamApply or Services available;

- 12.1.4. unauthorized access to or alterations of transmissions or data;
  - 12.1.5. statements or conduct of any third party on DreamApply or Services;
  - 12.1.6. failures and shortcomings in the Institute's devices or systems or those of third parties, which influence the functioning and/or availability of the DreamApply and/or Services;
  - 12.1.7. use, failures and shortcomings of third-party websites that are linked from the DreamApply website or that link to the DreamApply website;
  - 12.1.8. any other user interactions that the Institution inputs or receives through the use of DreamApply or Services; or any other matter relating to DreamApply and/or Services;
  - 12.1.9. processing of User Content (excluding Personal Data) by third parties to whom DreamApply has transmitted it with Institution's consent;
  - 12.1.10. delays, interruptions, or failures in the use of the DreamApply or Services due to planned maintenance works that the Provider has duly notified Institution in advance;
  - 12.1.11. the Provider's use of legal remedies under the Agreement and/or applicable laws and regulations, even if it results in loss, damage or harm to Institution or other third-party users;
  - 12.1.12. specific instructions are given by the Institution for providing the DreamApply or Services;
  - 12.1.13. in relation to incorrect information given by the Institution.
- 12.2. Provider's liability is limited whether or not Provider has been informed of the possibility of such damages and even if a remedy set forth in the Agreement is found to have failed its essential purpose. The Provider will have no liability for any failure or delay due to matters beyond its reasonable control including the misleading instructions and data given by the Institution. However, the maximum liability of the Provider is limited to the amount that is equal to the 50% of the fee paid by the Institution to Provider out of the annual fee preceding the event resulting in the Provider's liability.

### **13. RELEASE AND INDEMNIFICATION**

- 13.1. The Institution shall indemnify, defend, and hold Provider and its employees, service providers and agents harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of the Institution's use of DreamApply or Services, including but not limited to the Institution's violation of the Agreement, provided that Provider (1) promptly gives the Institution written notice of the claim, demand, suit or proceeding; (2) gives the Institution sole control of the defence and settlement of the claim, demand, suit or proceeding (provided that the Institution may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Provider and/or its employees, service providers and agents as the case may be of all liability); and (3) provides to the Institution all reasonable assistance, at the Institution's expense.

### **14. MODIFICATION OF GENERAL TERMS**

- 14.1. The Provider reserves the right to modify, add to or remove portions from the General Terms at its sole discretion due to the following reasons: (a) changes in applicable laws and regulations and changes in their interpretation; (b) material changes in the DreamApply or Services, including the introduction of new Services; (c) material changes in the structure, work procedures or ownership of the Provider; (d) occurrence of Force Majeure; (e) constant complaints from users; (f) technological developments and the emergence of new technologies that enable the enhancement, further security and other improvements of the DreamApply and provision of Services; (g) enforcement of court decisions or administrative acts; (h) other unforeseen circumstances under which amendment of the Agreement is reasonably justified or that could not have been considered by the Provider upon conclusion of the Agreement.
- 14.2. The Provider shall notify the Institution of any material changes in the General Terms 2 (two) months before the Service Start Date of such change. If the Institution does not accept the change, the Institution should notify the Provider thereof before the end of the 2 (two) months period, and the Institution's use of DreamApply or Services will terminate thereafter. The Institution's continued use of DreamApply or Services, or any part or element thereof, after the end of the 2 (two) months period constitutes the Institution's binding acceptance of such changes.

## 15. TERM AND TERMINATION

- 15.1. The term of the contract is 13 months ( term of Seviles – 12 months).
- 15.2. The Institution may terminate its use of DreamApply and Services by giving the Provider a prior written notice thereof of at least 1 (one) year unless specified otherwise in the Quote/Price Offer/Order.
- 15.3. The Provider may terminate the provision of Dream Apply and Services by giving the Institution prior written notice thereof of at least 1 (one) year unless specified otherwise in the Quote/Price Offer/Order.
- 15.4. The Provider may terminate the provision of DreamApply and Services without prior notice if the Institution is in breach of the Agreement.
- 15.5. The present agreement is valid for 1 (one) year after signing by both parties. The present agreement may be extended for another year on the same financial terms as specified in the Quote attached.

## 16. MISCELLANEOUS

- 16.1. 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.
- 16.2. Unless expressly agreed otherwise between the Parties, Services shall be provided and all communication between the Parties shall be conducted in English.
- 16.3. The Agreement is governed by and construed in accordance with the laws of Estonia, without regard to the conflicts of law provisions therein.
- 16.4. 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 from this Agreement which is not settled by direct negotiations of the Parties shall be settled in Harju County Court Tallinn courthouse as a court of the first instance.
- 16.5. Institution's responsible person for the Contract is Gintarė Diliūnienė, email: gintare.diliuniene@lsmu.lt.

Signatures:

„Provider“  
DreamApply OÜ



9.09.2025

Institution  
Lithuanian University of Health Sciences



Rector prof. Rimantas Benetis

2025-09-05

**Annexes:**

**Annex 1 – SLA (<https://dreamapply.com/service-level-agreement/>)**

**Annex 2 – DPA (<https://dreamapply.com/data-processing-agreement-dpa>)**

**Annex 3 – Terms of Service for Similarity Check Services (Optional)**

**Annex 4 – Technical specification**

**TECHNINĖ SPECIFIKACIJA/TECHNICAL SPECIFICATION**

Prisijungimo prie elektroninės stojančiųjų paraiškų priėmimo sistemos „Dream Apply“  
licencija / License for Access to the Electronic Application System for Applicants „Dream  
Apply”

<p>1. Licencijų paketą turi sudaryti šios funkcijos:</p> <p>1.1. Išvykstančiųjų/atvykstančiųjų užsienio studentų duomenų sistemos techninis funkcionalumas.</p> <p>1.2. Bendra visų duomenų išsaugojimo riba (įskaitant atsiųstus dokumentus) turi būti ne mažesnė negu 10 GB.</p> <p>1.3. Duomenys turi būti saugomi duomenų bazėje, kuri archyvuojama mažiausiai kartą per parą.</p> <p>1.4. Turi būti galimybė integruoti funkcijas pagal LSMU vykdomus užsienio studentų priėmimo procesus.</p>	<p>1. The license package shall include the following features:</p> <p>1.1. Technical functionality of the system for outgoing/incoming foreign student data;</p> <p>1.2. The total data storage limit (including uploaded documents) shall be no less than 10 GB;</p> <p>1.3. Data must be stored in a database that is archived at least once per day;</p> <p>1.4. Should be a possibility to integrate functions according to the foreign student admission processes conducted by LSMU.</p>
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**Žalieji reikalavimai/Environmental requirements:**

Perkamą programinę įrangos nuomą, licencijas, Perkančioji organizacija laiko aplinkos apsaugos kriterijumi, nustatytu pagal Aplinkos apsaugos kriterijų taikymo, vykdant žaliuosius pirkimus, tvarkos aprašo, patvirtinto Lietuvos Respublikos aplinkos ministro 2011 m. birželio 28 d. įsakymu Nr. D1-508 „Dėl Aplinkos apsaugos kriterijų taikymo, vykdant žaliuosius pirkimus, tvarkos aprašo patvirtinimo“ (aktuali redakcija) 4.4.3. papunktyje nurodytą aplinkosauginį principą./ The contracting authority considers the procurement of software rental and licenses as an environmental protection criterion in accordance with the environmental principle set out in subparagraph 4.4.3 of the Procedure for the Application of Environmental Criteria in the Implementation of Green Public Procurement, approved by Order No. D1-508 of 28 June 2011 of the Minister of Environment of the Republic of Lithuania “On the Approval of the Procedure for the Application of Environmental Criteria in the Implementation of Green Public Procurement” (as amended).

Herbas arba prekių ženklas/Logo or trademark

(Tiekėjo pavadinimas)/(Name of the supplier)

(Juridinio asmens teisinė forma, buveinė, kontaktinė informacija, registro, kuriame kaupiami ir saugomi duomenys apie Tiekėją, pavadinimas, juridinio asmens kodas, pridėtinės vertės mokesčio mokėtojo kodas, jei juridinis asmuo yra pridėtinės vertės mokesčio mokėtojas)/*Legal form of the entity, registered office, contact information, registry where data about the Supplier are accumulated and stored, name, legal entity code, value-added taxpayer code if the legal entity is a value-added taxpayer*

**PASIŪLYMAS/OFFER****DĒL DĒL PRISIJUNGIMO PRIE ELEKTRONINĒS STOJANČIŪJŪ PARAIŠKŪ PRIĒMIMO SISTEMOS „DREAM APPLY“ PIRKIMO/ REGARDING THE PURCHASE OF LICENSE FOR ACCESS TO ELECTRONIC APPLICATION SYSTEM FOR APPLICANTS „DREAM APPLY“**

Pildydamas šią formą tiekėjas turi pateikti visą žemiau prašomą informaciją. *Jei tiekėjas 2 ir (ar) 3 punktu neužpildo arba juos išbraukia, laikoma kad jis sutarčiai vykdyti subiekėjų ar trečiųjų asmenų nepasitelks/ pasiūlyme konfidencialios informacijos nėra./* *When completing this form, the Supplier must provide all the information requested below. If the Supplier does not fill in or crosses out points 2 and/or 3, it is considered that they will not engage subcontractors or third parties in the execution of the contract / no confidential information is provided in the proposal.*

Nr./No. \_\_\_\_\_

(Data/Date)

(Sudarymo vieta/Place)

Tiekėjo pavadinimas ( <i>Jeigu dalyvauja tiekėjų grupė, surašomi visi dalyvių pavadinimai:</i> <i>Atsakingasis partneris:</i> <i>Partneris Nr. 1:</i> <i>Partneris Nr. 2 ir t.t.):</i> <b>Name of the supplier:</b> <i>(If there is a group of suppliers participating, all participants' names are listed:</i> <i>Responsible Partner:</i> <i>Partner No. 1:</i> <i>Partner No. 2, etc.):</i>	DreamApply OU
Tiekėjo adresas ( <i>Jeigu dalyvauja Tiekėjų grupė, surašomi visi dalyvių adresai</i> )/ <b>Address of the supplier</b> ( <i>If a Supplier group is participating, the addresses of all participants are listed</i> )	Parnu mnt, 102b
Tiekėjo juridinio asmens kodas ( <i>Jeigu dalyvauja Tiekėjų grupė, surašomi visų Tiekėjų grupės narių juridinio asmens kodai</i> )/ <b>legal entity code</b>	Registration number: 11417364
Asmuo, atsakingas už pasiūlymą – vardas, pavardė arba Tiekėjų grupės narys, atstovaujantis grupei ( <i>jei pasiūlymą teikia tiekėjų grupė</i> )/ <b>Person responsible for the proposal - name, surname,</b> or Member of the Supplier group representing the group ( <i>if the proposal is submitted by a Supplier group</i> )	Sten Rinne, CEO

Asmens, atsakingo už pasiūlymą – telefono numeris ir el. paštas arba Tiekėjų grupės nario, atstovaujančio grupei ( <i>jei pasiūlymą teikia tiekėjų grupė</i> ) telefono numeris ir el. paštas/ <b>Contact information of the person responsible for the proposal - telephone number and email address, or telephone number and email address of the Member of the Supplier group representing the group (<i>if the proposal is submitted by a Supplier group</i>)</b>	<a href="mailto:support@dreamapply.com">support@dreamapply.com</a>  +372 6314 625
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1. Šiuo pasiūlymu pažymime, kad sutinkame su visomis pirkimo sąlygomis, nustatytomis kvietime/ By submitting this offer, we hereby acknowledge that we accept all terms and conditions of purchase set forth in the invitation.

2. Patvirtiname, kad/ We confirm:

2.1. sutarties vykdymui pasitelksiu subtiekęjus\* (*jei jie yra žinomi*)/supplier intends to use subcontractors for the performance of the contract (if they are known):

<i>Eil. Nr.</i>	<i>Pirkimo sutarties dalis, kurios vykdymui bus pasitelkiami subtiekęjai*/ <u>Part of the procurement contract for which subcontractor* will be engaged</u></i>	<i>Subtiekęjo pavadinimas. Nurodoma: juridinio asmens kodas (jei pasitelkiamas juridinis asmuo), adresas arba nurodomas vardas, pavardė. el. paštas (jei pasitelkiamas fizinis asmuo)/ <u>Subcontractor's name. Includes: legal entity code (if a legal entity is engaged), address or name and surname specified, email address (if an individual is engaged).</u></i>
1		

\* *Subtiekęjas* – tiekėjo sutarties vykdymui pasitelkiamas trečiasis asmuo, kurio kvalifikacija tiekėjas nesiremia, kad atitiktų kvalifikacijos reikalavimus/\*Subcontractor - a third party engaged by the supplier for the execution of the supply contract, whose qualification the supplier does not rely on to meet the qualification requirements.

2.2. sutarties vykdymui naudosisi trečiųjų asmenų\*\* (*jei jie yra žinomi*) priemonėmis/supplier intends to use third parties (if they are known):

<i>Eil. Nr.</i>	<i>Pirkimo sutarties dalis, kurios vykdymui naudosisi trečiaisiais asmenimis**/ <u>Part of the procurement contract for which third parties** will be engaged</u></i>	<i>Trečiojo asmens pavadinimas. Nurodoma: juridinio asmens kodas (jei pasitelkiamas juridinis asmuo), adresas arba vardas, pavardė. el. paštas (jei pasitelkiamas fizinis asmuo)/ <u>Name of the third party. Includes: legal entity code (if a legal entity is engaged), address or name and surname specified, email address (if an individual is engaged).</u></i>
1		

\*\* *Tretieji asmenys*, kurie tiesiogiai aktyviai, savo veiksmais neprisidės prie pirkimo vykdytojo poreikio įsigyti pirkimo objektą tenkinimo (tiesiogiai neteiks dalies paslaugų, nevykdys dalies darbų, tiesiogiai neprisidės prie prekių tiekimo, neprisiims solidarios atsakomybės už sutarties vykdymą ar kitaip tiesiogiai nedalyvaus vykdant sutartį), priemonėmis (pavyzdžiui, tik išnuomos patalpas, išnuomos įrangą ar pan.)/\*Third parties who will not directly and actively contribute to fulfilling the procurement buyer's need to acquire the procurement object (will not directly provide part of the services, will not perform part of the work, will not directly contribute to the supply of goods, will not assume joint responsibility for contract execution, or otherwise will not directly participate in executing the contract), through means (for example, solely renting premises, leasing equipment, etc.).

3. Šiame pasiūlyme pateikta ši konfidenciali informacija (*pildyti tuomet, jei bus pateikta konfidenciali informacija.*/ This proposal contains the following confidential information (*to be filled in if confidential information is provided*)):

<i>Eil. Nr. /No</i>	<i>Pateikto dokumento pavadinimas/ Title of the document provided</i>	<i>Lapų skaičius/ Number of pages</i>	<i>Paaiškinimas kokia konkrečiai informacija, esanti dokumente yra konfidenciali ir kodėl/ Explanation of specifically what information in the document is confidential and why <sup>1</sup></i>

1	Order 10363	1	Financial proposal
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*<sup>1</sup>- Nurodant, jog informacija yra konfidenciali, prašome pateikti konfidencialumą įrodančius dokumentus ir argumentus. Visas Tiekėjo Pasiūlymas negali būti laikomas konfidencialia informacija. Tuo atveju, jei Lentelė ar atskiros jos eilutės nėra užpildomos, Komisija laikys, kad ta Pasiūlymo informacija arba atitinkama jos dalis nėra laikoma konfidencialia./when indicating that information is confidential, please provide documents and arguments proving confidentiality. The entire Supplier Proposal cannot be considered confidential information. If the Table or individual rows are not filled in, the Commission will consider that the information of the Proposal or the relevant part of it is not confidential.*

*Atkreipiame dėmesį, kad vadovaujantis VPI ir (arba atitinkamai), Konfidencialia negali būti laikoma informacija, kuri atitinka VPI 20 straipsnio 2 dalyje ir nustatytus požymius ir sąlygas, o Komisijai kilus abejonių dėl Tiekėjo Pasiūlyme nurodytos informacijos konfidencialumo, ji kreipiasi į Tiekėją su prašymu įrodyti nurodytos informacijos konfidencialumą. Per Komisijos nurodytą terminą (kuris negali būti trumpesnis kaip 3 darbo dienos) Tiekėjui nepateikus tokių įrodymų arba pateikus netinkamus įrodymus, laikoma, kad tokia Pasiūlyme nurodyta informacija yra nekonfidenciali./ Please note that information meeting the criteria set out in Article 20(2) of the Law on Public Procurement (LPP) and the established features and conditions cannot be considered confidential. If the Commission doubts the confidentiality of the information provided in the Supplier Proposal, it will request the Supplier to prove the confidentiality of the specified information. Within the period specified by the Commission (which cannot be shorter than 3 working days), if the Supplier fails to provide such evidence or provides inadequate evidence, it is considered that the information specified in the Proposal is non-confidential.*

#### **4. Mes siūlome pirkimo objektą už šią kainą/We offer the following procurement object for this price:**

<b>Eil. Nr./ No</b>	<b>Pirkimo objekto pavadinimas/ Title of the procurement object</b>	<b>Mato vienetas/Unit</b>	<b>Kiekis /Amo unt</b>	<b>Vieneto kaina, Eur be PVM/ Unit price, EUR excl. VAT</b>	<b>Bendra kaina, eurais be PVM/Total price, EUR excl. VAT</b>
1.	Prisijungimas prie elektroninės stojančiųjų paraiškų priėmimo sistemos "Dream Apply" 12 mėn. laikotarpiui/ License for Access to the Electronic Application System for Applicants „Dream Apply” for the period of 12 months	Vnt./Unit	1	10270	10270
<b>Bendra pasiūlymo kaina eurais be PVM (skaičiais)/ Total price of the tender, EUR excl. VAT (in numbers)</b>					10270
<b>PVM suma (skaičiais)/amount of VAT(in numbers)</b>					10270
<b>Bendra pasiūlymo kaina eurais su PVM/ Total price of the tender, EUR incl. VAT (in numbers)</b>					10270

#### **Pastabos:**

a) *Bendra pasiūlymo kaina su PVM pasiūlyme nurodoma suapvalinta, paliekant ne daugiau kaip du skaitmenis po kablelio/the total proposal price including VAT is rounded to leave no more than two digits after the decimal point.;*

b) *tais atvejais, kai pagal galiojančius teisės aktus tiekėjui nereikia mokėti PVM, Tiekėjas gali nepildyti eilutės „PVM suma (skaičiais)“, tačiau turi nurodyti priežastis, dėl kurių PVM nemoka: \_\_\_\_\_ (nurodomos priežastys);/ In cases where the applicable law does not require to pay VAT to the supplier, the supplier does not fill in the relevant columns in the table of the proposal **and indicates the reasons for not paying VAT: reverse charge.....:***

c) *bendra pasiūlymo kaina turi atitikti sudėtinių dalių sumą/ The total proposal price must correspond to the sum of the components;*

d) *jei bendra pasiūlymo kaina yra didesnė už pirkimui skirtą lėšų sumą, t. y. 10.270,00 Eur be PVM, tiekėjo pasiūlymas bus atmestas/ If the total proposal price exceeds the allocated amount for the purchase, i.e., 10.270,00 EUR excluding VAT, the supplier's proposal will be rejected;*

- ✓ *Teikdami šį pasiūlymą, mes patvirtiname, kad į mūsų pasiūlymo kainą įskaičiuotos visos išlaidos ir visi mokesčiai, ir kad mes prisiimame riziką už visas išlaidas, kurias, teikdami pasiūlymą ir laikydamiesi pirkimo dokumentuose nustatytų reikalavimų, privalėjome įskaičiuoti į pasiūlymo kainą/In submitting this proposal, we confirm that all expenses and taxes are included in our*

proposal price, and that we assume the risk for all expenses that we were obliged to include in the proposal price while complying with the requirements set forth in the procurement documents;

- ✓ Taip pat mes patvirtiname, kad visa pasiūlyme pateikta informacija yra teisinga, atitinka tikrovę ir apima viską, ko reikia visiškai ir tinkamam sutarties įvykdymui/ We confirm that all information provided in the proposal is accurate, reflects reality, and encompasses everything necessary for the complete and proper execution of the contract;
- ✓ Patvirtiname, kad pirkimo objektas atitinka konkurso sąlygų priede Nr. 1 pateiktoje techninėje specifikacijoje nurodytus reikalavimus/ We affirm that the procurement object complies with the requirements specified in the technical specification provided in Annex No. 1 of the tender conditions;

<b>Parametras / Parameter</b>	<b>Parametro reikšmė / meaning of parameter</b>	<b>Proposed characteristics</b>
2	3	4
Reikalavimui tiekėjui / Requirements for goods supplier	Bendra visų duomenų išsaugojimo riba (įskaitant atsiųstus dokumentus) ne mažesnė negu 10 GB / Overall data storage limit (including uploaded documents) of not less than 10 GB	Bendra visų duomenų išsaugojimo riba (įskaitant atsiųstus dokumentus) _10_ GB / The total data storage limit (including uploaded documents) _10_ GB

- ✓ Patvirtiname, kad pirkimo sutartį vykdys tik teisę verstis atitinkama veikla turintys asmenys/ We confirm that the procurement contract will be executed only by individuals authorized to engage in the respective activity.
- ✓ Patvirtiname, kad tiekėjui nėra paskirta baudžiamojo poveikio priemonė – uždraudimas mano atstovaujama juridiniam asmeniui dalyvauti viešuosiuose pirkimuose/we confirm that criminal punishment have not been imposed on the supplier – prohibiting the legal entity I represent to participate in public procurement procedures.

#### **5. Kartu su pasiūlymu pateikiami šie dokumentai:**

Eil. Nr.	<u>Pateiktų dokumentų pavadinimas/ Title of the submitted document</u>	<u>Dokumento puslapių skaičius/ Number of pages in a document</u>
1.	Terms of Service	9
2.	Service Level Agreement	3
3.	Order 10363	1

6. Pasiūlymas galioja/The proposal is valid until: \_\_\_\_\_ 90 days \_\_\_\_\_

(pasiūlymas turi galioti **ne trumpiau kaip 90 dienų nuo pasiūlymų pateikimo termino pabaigos**. Jeigu pasiūlyme nenurodytas jo galiojimo laikas, laikoma, kad pasiūlymas galioja tiek, kiek numatyta kvietime/**The proposal should valid not less than 90 days** from the deadline for submission of proposals. If the proposal does not specify its validity period, it is valid for the duration indicated in the invitation).

\_\_\_\_\_  
CEO  
(Tiekėjo arba jo įgalioto asmens pareigų pavadinimas/ Title of suppliers authorized representative)

  
(Parašas/signature)

\_\_\_\_\_  
Mr. Sten Rinne  
(Vardas ir pavardė/Name and surname)