

VGTU sutarėjų  
registro Nr. 13276

## DREAM APPLY TERMS AND CONDITIONS

The Dream Apply Terms and Conditions (henceforth **Agreement**) governing the use of the "Dream Apply online admission software" (henceforth **Dream Apply or System**) as well as accompanying support services (henceforth **Support**, together as **Services**) as agreed on the ..... 2015 between:

Dream Group OÜ (henceforth **Dream Group or Party**)

represented by Member of the Board Mārt Aro

and

Vilnius Gediminas technical university (henceforth **Institution or Party**)

represented by Rector Alfonsas Daniūnas

(henceforth **Parties**)

### CONTACTS

Dream Group OÜ

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Postal address: Poska 51A, Tallinn, Estonia

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AS SEB pank

Vilnius Gediminas technical university

E-mail: [vgtu@vgtu.lt](mailto:vgtu@vgtu.lt)

Telephone: +370 5 274 5030

Postal address: Saulėtekio al. 11, LT-10223

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VAT nr: LT119502413

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## SERVICE

### Software as a Service (SAAS)

The System is offered via the Software as a Service (SAAS) model. The hardware, software and any other resources constituting the Service, as well as the **Data**, are hosted centrally by Dream Group and are typically accessible via the Internet using a web browser interface.

Dream Group will provide the Institution with an **Instance** of the System. An Instance is a remote software installation that also constitutes an Internet-based interface of the System, which allows the Institution to take advantage of the System's functionalities and access the Data

An **Account** will be created that allows for administrative access to the Instance. The Institution may further create any number of Accounts to allow for the staff to access the Instance. The Account owner (or ultimately the Institution) is fully responsible for the proper safeguarding of the Account credentials or any damages that may be incurred by the disclosure of said credentials. All Accounts must be personalized and must not be shared between multiple users.

The Institution will not gain ownership the System itself, the software, physical infrastructure or intellectual rights (including the look and feel of the user experience) used to provide the Services.

### Service fee

The yearly Service fee is set at **3000 €** without VAT. Purchaser shall pay VAT into State budget of Republic of Lithuania. Description of initial setup and costs is given in Annex 1 of the agreement.

The service fee does not cover implementation work, analysis, configuration or any additional developments done or increased resources provisioned. Please see the "Support" section of this document.

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2

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## DATA

### Ownership

The Institution owns any Data gathered or created using the System. Dream Group claims no intellectual property rights over such materials.

### Non-disclosure

Dream Group will not have the right to disclose, share, sell, lease out or otherwise make commercial use of the Data.

Dream Group and its employees have the right to access the Data only for the purpose of successfully providing the Services, more specifically – offering support, conducting maintenance of the System, researching or diagnosing technical issues with the System, provisioning hardware resources.

Dream Group may use third party vendors to provide the necessary hardware, software, networking, storage, and related technology required to provide the Services. For this purpose, Dream Group may extend access to the Data to such sub-contractors and providers, outside experts and other parties.

Any access to the Data will be as limited as reasonably possible in order to complete the required task, both in breadth and scope, as well as temporally.

Dream Group will additionally retain the right to access the Data in order to comply with the Estonian Law, a court ruling or a police investigation.

Dream Group will block any unwarranted access to the Data, but cannot be held liable for damages in case the access blocking measures have been breached. Such provisions can, however, be instated with an optional Service Level Agreement (SLA).

### Retention

The Data is stored in the System indefinitely. Any appropriate measures will be implemented by Dream Group in order to provide the Services regardless of the amount of Data.

Dream Group will take any reasonable measures to safeguard the Data against being lost or corrupted, including, but not limited to:

- Hourly off-site backups of your data with a retention period of no less than 3 days;
- Nightly off-site backups of your data with a retention period of no less than 30 days.

### Cookies

Cookies are used to record the session information and are required to use the System. A cookie is a small amount of data, which often includes an anonymous unique identifier, which is sent to the browser and stored on the user's hard drive. Due to their nature, the provisions made above regarding the retention and ownership of the Data, cannot be extended to cover the use of cookies.

  
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3

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## PARAMETERS

### Resources

The total storage limit for all Data (including uploaded documents) is **10 GiB**. The bandwidth limit for the Instance is **200 GiB per month**. Exceeding the storage or bandwidth limits will incur additional fees (see "Extras").

### Availability

The System is operated continuously without interruptions or performance degradations to the following standard:

#### Responsiveness:

- the System must respond to all requests within no more than 1 second (without accounting for network latency) unless this cannot be reasonably expected (processing of large uploads, extended searches, export operations etc.)

#### Planned maintenance work:

- the total allowed duration of planned maintenance that affects the availability of the System must not exceed 48 hours per year or 8 hours in any single month;
- any single planned maintenance session that affects the availability of the System may not exceed 4 hours;
- any planned maintenance is performed between 00:00 and 07:00 CET unless a valid reason is present.

#### Unplanned service disruptions:

- the total allowed duration of unplanned disruptions that affect the availability of the System must not exceed 48 hours per year;
- the maximum time for restoring the System's functionality after a service disruption must not exceed 24 hours.

The durations of planned maintenance or unplanned disruptions during 00:00 and 07:00 CET will be multiplied by 50%;

Issues that do not affect the availability of the System's primary functionalities or affect said functionalities in a non-significant way, will not count towards the allowed duration limits.

### Monitoring

The System is continuously monitored to detect any anomalies or interruptions in the performance of the System and provide information for possible maintenance work.

### Maintenance

Dream Group (or it's selected vendors) regularly performs the following maintenance operations:

- maintenance of the server hardware and network equipment;

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4

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- software version and security updates;
- log management;
- configuration maintenance, versioning and backup;
- change management and documentation;

## Bugs and issues

Any issues or bugs will be handled depending on the level of severity as defined below:

**Critical** – major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. The System cannot perform its main intended purpose. No reasonable workaround is available.

**Severe** – performance issue or bug affecting some but not all users. The System can still perform its main intended purpose, but requires additional effort on part of the users. A short-term workaround is available, but not scalable.

**Trivial** – a defect that affects a small proportion of users. The System's ability to perform its main intended purpose is not affected.

Any non-fitness of the System to fulfil a previously unknown use case or failure to satisfy a previously undefined requirement is not considered a bug or an issue.

Institution will immediately notify Dream Group of any Critical and Severe bugs or issues encountered in the system. Any Trivial issues will be handled by the Institution as convenient.

The Institution and Dream Group will use an issue tracking system to notify, register and track progress of all issues. Dream Group will implement the issue tracking system.

The Institution will provide Dream Group with all relevant information that can reasonably be assumed to be necessary in order to describe, detail or replicate the issue, including the state of the System when the issue occurs, the actions of the user that cause the issue and the way the issue affects the intended functionality.

Dream Group's obligation to resolve the issue starts from the moment when the Institution has been able to replicate (repeat) or otherwise demonstrate the issue to Dream Group, or Dream Group has itself confirmed the issue, henceforth the Acknowledgement.

Dream Group will start resolving any Critical issues within 5 hours of Acknowledgement and must resolve the issue within no more than 3 days.

Dream Group will start resolving any Severe issues within working 3 days of Acknowledgement, must provide a workaround within 2 days and resolve the issue within no more than 5 working days.

Dream Group will start resolving any Trivial issues within 1 month of Acknowledgement and must resolve the issue within no more than 6 months.

## Backups

Dream Group will take any reasonable measures to safeguard the Data, System and the System's configuration against being lost or corrupted, including, but not limited to:

- hourly off-site backups of your data with a retention period of no less than 3 days;
- nightly off-site backups of your data with a retention period of no less than 30 days.

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## SUPPORT

Support is considered to constitute any of the following services rendered to the Institution by Dream Group in relation to the System:

- User consultation
- User training
- Analysis
- Initial setup
- Configuration
- Additional developments
- Data import / export
- Batch tasks and automation
- Backup restoration (if necessitated by Institution)

### Issue tracking

All user support request should be managed by a suitable issue tracking system (henceforth **Issue tracker**) implemented by Dream Group. The Issue tracker is accessible and used by both Parties to register support issues (henceforth **Tickets**), track their resolution progress and exchange any other information related to the Tickets.

Use of the Issue tracker is the preferred way of communication use support requests from the Institution to Dream Group. If this method is not convenient for the Institution, user support request can be delivered by e-mail to [support@dreamapply.com](mailto:support@dreamapply.com), to the contacts listed at the beginning of this Agreement or by other available means. The work performed in order to register the support request in the Issue tracker is added to the total duration of time spent resolving the support request.

### Time tracking

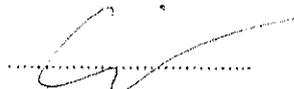
Dream Group will use a suitable time management tool (henceforth the **Time tracker**) to record all units of work performed to a resolution of 1 minute, correlating each unit of work with the relevant Ticket number and/or a description of the work that was performed. Dream Group will provide the Institution with a report form the Time tracker on request. Time tracker reports will serve as the basis of invoicing.

### Estimates

If the duration of the work performed is not inherently known to both Parties (as in the duration of a consultation over the phone), Dream Group must provide the Institution with an estimate of the time required for the completion of the work with an allowable error margin of no more than 10%.

If circumstances have become (or can be reasonably assumed to have become) known Dream Group that affect the error of the estimate by more than 10%, it must immediately stop any work and issue a revised estimate to the Institution.

If producing the estimate itself comprises more than 3 hours of work or exceeds 50% of the final anticipated amount of work, the estimate itself can be charged as support work. Such circumstances must be communicated to the Institution prior to proceeding with the estimate.

  
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## Fees and invoicing

For any support work rendered the **hourly fee is 65€/hour**. The hourly fee is calculated to a precision of 30 minutes for every distinct task or unit of work and rounded upwards if necessary.

Dream Group reserves the right to adjust the hourly fee in response to general price level movements, but no more than **5% every year**.

The support hours can either be pre-purchased or paid after the support work has been rendered.

If the Institution pre-purchases at least 30 hours of support (billed on purchase) or agrees to purchase at least 5 hours of support every month (billed monthly or quarterly) for a period of no less than 1 year, the price for one hour is **reduced by 20%**. Larger purchases will be negotiated separately.

Dream group issues pre-invoice for any additional service with information about the estimated duration and cost of the service before rendering it to the Institution. The Institution confirms the additional purchase in written and only afterwards the service may be rendered.

## Reaction time

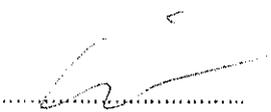
Dream Group will react to any support requests within no more than 3 working days.

## Working hours

The Dream Group working hours are from 9:00 – 17:00 CET on working days. Outside of these hours, support is rendered on an "as is" basis.

## Applicant support

Dream Group is not responsible for handling questions and problems from applicants (candidates), even if directly concerning the functionality of DreamApply. All applicant support will be handled by the Institution

  
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7

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## TERM

The Agreement enters into force after being signed by both Parties and expires on 15<sup>th</sup> October, 2016. The Agreement can be terminated under the following conditions:

- Institution can terminate the contract with a prior notice of at least 1 month;
- Dream Group can terminate the contract with a prior notice of at least 1 year;
- Dream Group fails to render service described in the section "Parameters" of this agreement. In this case the Institution receives the refund of yearly fee proportional to the duration of not rendered service within 14 days of a refund claim.

Upon termination of the Agreement:

1. the Institution can claim all Data stored on the System without incurring any additional fees;
2. Dream Group will close the Instance and permanently clear all Data from the System (including backups) within a period of no more than 7 days but not before the institution has either collected a copy of the remaining Data, has expressly declined or failed to do so in 30 days;
3. the Parties are expected to negotiate and sign additional confidentiality agreements as seen fit.

## CONFIRMATIONS

1. The Institution agrees to use the System and any related resources in a manner that is in accordance to the intended purpose of the System.
2. The Institution agrees to not use the System to post, host, or transmit unsolicited emails, SMS-s, viruses or other infringing materials.
3. The Institution agrees to not attempt to overload, hack or otherwise knowingly disrupt the normal operation of the System.
4. The Institution agrees to not conduct or permit any load, security or penetration testing on the System without prior written consent from Dream Group.
5. The Institution agrees to not reproduce, duplicate, copy, sell or resell any parts or aspects of System or its design.

## CONFIDENTIALITY

The terms and conditions of this Agreement, as well as information that has become known to the Parties during carrying out the Agreement is confidential between the Parties and shall not be disclosed to anyone else without a prior consent from the other Party, except as may be necessary to effectuate its terms or comply with the laws.

## NOTIFICATIONS

Any contractual communication, including but not limited to termination, amendments or other claims must be directed to the contacts listed on the 1<sup>st</sup> page of this Agreement, in writing (to the postal address) or in a reproducible form (to e-mail). Either party will immediately notify the other party of any relevant change in the contact details.

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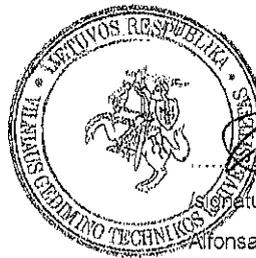
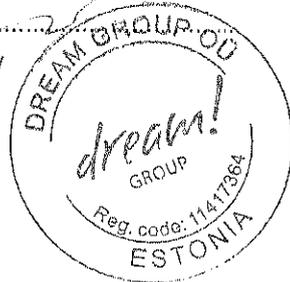
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## PROPER LAW

The Agreement is governed by Lithuanian Law. Any contractual disagreements will be handled according to the provisions of Lithuanian Law and, if needed, in settled in Lithuanian Court of Law.

## SIGNATURES

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/signature/

Alfonas Daniūnas

2015-10-15

Mgr. dr. Artūras Komarka  
VGTU kanceleris

2015-10-16

VGTU  
Užsienio ryšių direktorė  
Aušra Pelėdienė  
2015-10-15

VGTU Tiesės direkcijos  
vyriausiasis specialistas

Mantas Račkaiškas

2015-10-15

R. Čiupys  
Kamardinė R. Čiupys  
VGTU finansų direkcijos  
direktorius

2015-10-16

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## Cost estimate no. 190915-03S

Date: 2015-19-09

Client: Vilnius Gediminas Technical University

Due date: 2015-10-15

VAT nr: LT119502413

c/o Dovilė Karpičiūtė

Sauletekio 11, 2304 Vilnius

10223, Lithuania

Article	Qty	Price	Total
Cost estimate for yearly service fee for exchange management system	1	3000	3000
Total sum			3 000
VAT 0%			0
Total payable			3 000

All amounts are in euros

Issued by: Märt Aro, mart.aro@dreamapply.com

Dream Group OÜ

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