StudyBundles *Limited*
Contract

International office
[client]
O'Connell Avenue
Limerick

StudyBundles Limited
The Innovation Centre
Sligo
F91- WFW9

20th March 2018

Dear Catriona,

This contract outlines terms of the service provided by **StudyBundles** in **[client]** (or 'client') programme.

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1. Service provided

- Development of the [client] CampusConnect native mobile & web app
- Registration and deployment on Google Play & the AppStore iOS.
- Implementation and system management assistance
- Technical support & managed hosting services.
- Mobile app content integration services.
- Collaborative programme project management & support.
- Deployment from December 2017 to September 2018 to target Ulster University prospects (exact dates tbc)
- On-site meetings and consultation as agreed.
- Performance reporting, training, and strategic consultation.

2. Costings

Description	Quantity	Unit Price	Tax	Amount Pounds
Pilot cost - inclusive of web and native mobile platforms, content management system, analytics reporting suite, data security, hosting and management, updates as available. (01/11/2017 - 01/10/2018)	1.00	15,000.00	0% Intra EU	15,000.00
			Subtotal	15,000.00
			Total GBP	**15,000.00**

3. Payment schedule

Invoice number	Date	Amount
Invoice 1	October 2017	£10,000
Invoice 2	December 2017	£5,000
	Total	£15,000 **(excl. VAT)**

6. Terms of payment

Please note that prices for the items below have been waived for this initial pilot period (01/11/17 - 01/10/18). These are estimated based on the expected number of days to complete same. Over runs will be charged at the relevant daily rate.

Estimated number of days and associated costs:
5 days project management @ £500 p/day
2 days technical development @ £1,200 p/day
2 days marketing/branding/design @£500 p/day
5 days content integration/digitisation @£500 p/day
3 days legal (data processing agreements) @ £700 p/day
Onsite training @ €500 (Fixed)

- Any bespoke development requests will be charged at the relevant daily rate and will only be proceeded with on the agreement of both parties.
- Any integrations with existing university systems will be carried out by StudyBundles, but this will incur an additional cost
- We do not provide refund should you decide to stop using the service during your contract term.
- For the purposes of this initial pilot phase the features listed in the CampusConnect product specification document will be made available to Ulster University. Any additional feature requests will be costed at the relevant daily rate.

b) Programme stages & milestones

The pilot will be run from November 2017 - October 2018 over the three phases..

Phase	Actions	Milestones	Timeline
Discovery	Analysis of Ulster University requirements	Finalised deployment plan	October 2017
Development	Technical development & roll out of the Ulster University web based and native CampusConnect mobile app	User ready Ulster University CampusConnect web and native app	November 2017
Deployment (Pre-arrival/Pre-entry) **LIVE APP SERVICE**	Launch and roll out in line with student recruitment and admissions cycle	Full user cycle complete	November 2017 - September 2018

c) Hosting and security

StudyBundles enforces security at host, network and application levels. Applications and data are hosted on our own secure private servers with limited external network connections. All connections are over HTTPS secure channels. StudyBundles enforces application-level user access control, authentication of the user and then authorization of what they can access. User access to the application is via secure HTTPS connections and is password based. User identities, passwords and permissions are encrypted. User access permissions are based on their role.

d) Technical Support

- Technical support is included in the fee. Phone support is provided from 9am to 5pm GMT, Monday to Friday, excluding Irish and UK national and Bank Holidays.
- We accept email support requests 24 hours per day, 7 days a week at support@studybundles.com. We attempt to respond to e-mail support requests within one business day. (by respond, it means we will attend to the matters raised and deploy resources to begin resolving your issue. It does not mean the issues will necessarily be resolved within one business day.)

e) Technical Assurance: Scalability,Performance and Reliability

CampusConnect is designed for scalability. Our chosen framework, MeteorJS, has additional built-in security features. It uses an n-tier architecture to separate the presentation layer, business logic and data layers. The presentation and business layers are built using Ruby and the data layer is implemented using MongoDB, a "NoSQL" database. The business logic layer uses a modular architecture, with modules encapsulating a distinct aspect of the application's functionality. It is possible to increase the number of these modules to handle additional functionality.

f) Reports on user data

Performance reports will be provided to review levels of user engagement with the different parts of Ulster University CampusConnect as well as the operational experience, and provide recommendations. This will inform the next stage in development.

Following completion of the student recruitment cycle, Ulster University are required to provide StudyBundles with the number of CampusConnect users who have successfully enrolled.

4. Designated points of contact

Name	Role	Contact
John O'Hagan	Programme Manager	E: John@studybundles.com Tel: +353719310618
Ronan Mc Guinness	Content services	E: ronan@studybundles.com Tel: +353719310618
Cathal McArdle	Web & technical support	E:cathal@studybundles.com Tel: +353719310618

5. Limitations

- All Intellectual property resides with StudyBundles Limited.
- Use of Ulster University Campus connect in this initial pilot phase is restricted to use for the purposes of student recruitment at the Ulster University Campus
- There are no limitations on the number of users accessing and using the system.

7. Prohibited uses

Ulster University and its service providers are licensed by StudyBundles during the term of this agreement subject to and in accordance with the terms of this Agreement to use the software and site provided to it by StudyBundles under the terms of this agreement in connection with students attending the Ulster University campus in Northern Ireland.

Ulster University will not at any time:

- Reverse engineer or decompile the Software or any IPR in the Software, except and only to the extent authorised by applicable law;
- Remove any patent numbers, copyright notices or other notices from the Software, the Service and/or the Site;

- Use the Software, the Service and/or the Site, or any part thereof, for any purpose or do any act which infringes the StudyBundles IPR;
- Use the Software, the Service and/or the Site, or any part thereof, to create, publish, post, upload, transmit, disseminate or endorse any message, data, information, text, name, software, graphics, files materials or other content that is unlawful, libellous, profane, obscene, pornographic, indecent, harassing, threatening, harmful, invasive of privacy or publicity rights or for any other unlawful purpose; it being noted that Ulster University is not responsible for the acts or omissions of its students;
- Transmit any worms or viruses or any code of a destructive nature when using or otherwise in connection with the Service, the Software and/or the Site; it being noted that Ulster University is not responsible for the acts or omissions of its students;
- or modify, adapt or hack into the Service or modify another website or service so as to falsely imply that it is associated in any way with the Service, StudyBundles or any other StudyBundles service; it being noted that Ulster University is not responsible for the acts or omissions of its students;

8. Ulster University IPR

All intellectual property rights and ownership rights in any logo, name, trade mark, any other intellectual property or material or content provided by Ulster University to Studybundles for the purposes of the provision of the services under this agreement are fully retained by Ulster University. Studybundles is licensed on a non-exclusive basis only to use such rights, material or content to the extent necessary to provide the services under this agreement. Ulster University is fully entitled to terminate such licence at any stage and this licence will automatically terminate upon the expiry or termination of this agreement. Goodwill derived from the use of any such rights, material or content shall accrue for the benefit of Ulster University.

9. Other provisions

StudyBundles hereby represents and warrants to Ulster University that:

- It is fully entitled to provide the services under this agreement to Ulster University and to licence Ulster University and its service providers to use the software and site provided to it for use under the terms of this agreement;
- StudyBundles is the full legal and beneficial owner of the software and site provided to Ulster University under the terms of this agreement;
- The use by Ulster University of such software and site in accordance with the terms of this agreement shall not violate any third party intellectual property rights.

10. Subcontracting

StudyBundles will require prior consent to subcontract any of StudyBundles' obligations under this agreement. StudyBundles shall remain fully responsible and liable in respect of the performance of the terms of this agreement notwithstanding whether any of its obligations are subcontracted.

11. Effective Date

This agreement comes into effective date on the 17/10/2017 (notwithstanding that it is signed on a later date) and is valid until the 01/10/2018.

To ensure there is no impact on the service, we will contact you approximately 90 days before this programme term expires (01/10/2018) to set up your renewal/service extension.

I hereby agree to the terms of this agreement:

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Client Signature Date

_____

Client Name (Printed)

Accepted by StudyBundles Limited

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Signature Date

_____

Name (Printed)