

Direct Database Access Terms and Conditions

1. Background

1.1. These Direct Database Access terms and conditions (**DDA Terms**):

- 1.1.1. form part of the Product Agreement between the Client and Education Horizons in respect of the relevant Solution provided to the Client by Education Horizons;
- 1.1.2. apply to the Client's access and use of the relevant database to which the Client is granted access by Education Horizons (**Relevant Database**);
- 1.1.3. will apply in addition to the terms and conditions set out in Master Subscription Agreement between Education Horizons and the Client in respect of the Solution (**MSA**); and
- 1.1.4. the MSA shall prevail to the extent of any inconsistency between the terms of the MSA and the DDA Terms.

1.2. The rights granted under these DDA Terms cease on the earlier expiry or termination of the MSA.

1.3. Any capitalised words shall have the meaning given to them in the MSA or as otherwise set out in these DDA Terms:

Client Authorised Persons means such persons permitted in writing by Education Horizons to access the Relevant Database on behalf of the Client.

Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to RD Data

Data Defect means any error, corruption, loss of RD Data, or where RD Data has become functionally disabled in each case as a result of anything done or omitted to be done by the Client.

RD Data means any data or information of any kind contained in a Relevant Database.

2. Access to the Relevant Database

2.1. The Client must:

- 2.1.1. comply with these DDA Terms and any Education Horizons policies applying the access and use of the Relevant Database which have been notified to the Client (**DDA Guidelines**);
- 2.1.2. pay such fees relating to the access and use of the Relevant Database in the manner set out in MSA and related Product Agreement in connection with the Relevant Database or as agreed between the parties at the time access to the Relevant Database is granted (**RD Fees**);
- 2.1.3. comply with all Data Protection Laws in connection with the access to and use of the Relevant Database;
- 2.1.4. ensure that it does not do any act or thing or omit to do any act or thing that could or does lead to a Data Breach;
- 2.1.5. keep all RD Data confidential;
- 2.1.6. ensure that there is no unauthorised access to, use of, copying, reproduction, transfer, release or dissemination of RD Data
- 2.1.7. immediately disclose to Education Horizons if it becomes aware of any Data Breach or any fact or circumstance which could give rise to a Data Breach;
- 2.1.8. ensure that all Client Authorised Persons are subject to and comply with the same or equivalent standards as set out in these Data Terms;

2.1.9. not do any act or thing or omit to do any act or thing which does or could potentially cause a Data Defect.

2.2. The Client acknowledges that Education Horizons may:

2.2.1. vary the RD Fees in accordance with the MSA;

2.2.2. vary these DDA Terms in accordance with the MSA;

2.2.3. the DDA Guidelines are prepared for the purpose of maintaining the data security and integrity of the Relevant Database and Education Horizons may make changes to the same for the purpose of maintaining, protecting or enhancing the security and protection of the RD Data and that such amendments will be effective and binding from the date of notice to the Client; and

2.2.4. make changes to the structure or other features of the Relevant Database without notice to the Client.

3. Ending Access to the Relevant Database

3.1. Education Horizons may:

3.1.1. immediately terminate or suspend the Client's access or use of the Relevant Database due to a breach of these DDA Terms and or the DDA Guidelines which remains unremedied after 5 days' written notice of the breach has been given to the Client;

3.1.2. immediately terminate or suspend access to the Client's or use of the Relevant Database, if Education Horizons forms the opinion, acting reasonably, that the security or integrity of the Relevant Database or any RD Data is at risk or if a Data Breach of Data Defect may occur or has occurred; and

3.1.3. terminate access or use of the Relevant Database on 6 months' notice.

3.2. The Client may give notice of its' intention to cease to have access to or use of the Relevant Database on 30 days' written notice to Education Horizons.

4. Professional Service Fees

If the Client requests any assistance of Education Horizons' Personnel in connection with its access and use of the Relevant Database, then such assistance shall be quoted at the then Current Rates and paid in accordance with the MSA and related Product Agreement.

5. Indemnity

5.1. The Client indemnifies Education Horizons in respect of any loss or damage arising in relation to a breach of these DDA Terms by the Client or any Client Authorised Persons, except to the extent that the loss or damage is caused or contributed to by Education Horizons.

5.2. Education Horizons' liability in respect of the Client's access to and use of the Relevant Database is limited in the same manner set out in the MSA.