



## Camtree Digital Library: Terms and Conditions for Library Clients

### 1. Term

1.1 These Terms and Conditions apply as of the Effective Date, defined in the countersigned Service Specification. It will then continue for the Term specified in the Service Specification, unless and until terminated in accordance with these terms and conditions.

### 2. The Camtree Digital Library

2.1 Camtree shall configure and deliver an on-line service that allows the delivery and access over the Internet of digital content provided by the client as described in the *Service Specification* and the *General Service Description* appended to this document.

2.2 Once the Camtree Digital Library service has been configured by Camtree and Atmire (the provider of the DSpace 7 Digital Repository Platform) as agreed between Camtree and the client, Camtree will then provide the service in accordance with this agreement for the remainder of the term of this agreement.

### 3. Warranties

3.1 The Client warrants that:

3.2 (a) it has and will continue to have all necessary rights, licenses and consents to load the Content into the Camtree Digital Library and to permit users to access and use the Content using the Camtree Digital Library, (b) the Content does not infringe any third party intellectual property rights, is not in breach of confidence, unlawful, offensive, abusive, indecent, obscene or defamatory.

### 4. Data Protection

4.1 Each party will ensure that all personal data provided or disclosed by the other party

- is kept confidential and reasonably secure;
- is not disclosed to any unauthorized third parties except through order of a court or tribunal.



4.2 The party to whom such personal data is provided or disclosed will comply with all reasonable instructions from the providing or disclosing party relating to the security and confidentiality of the personal data;

4.3 A party to whom personal data is provided or disclosed by the other party:

- will only process that personal data in accordance with the instructions of that other party or the instructions of the data subject or by reason of an order of a court or tribunal;
- will not do anything with any of the personal data (including processing it) other than in accordance with instructions given by the other party or the instructions of the data subject or by reason of an order of a court or tribunal;

4.4 Each party:

- will obtain and maintain all necessary registrations (if any) and consents under UK GDPR in order to allow that party to perform its obligations under this agreement;
- will process personal data in accordance with UK GDPR;
- will use reasonable efforts to make sure that no act or omission by it, its employees, contractors or agents results in a breach of the obligations of either party under applicable UK GDPR.

4.5 Use of the Camtree Digital Library is subject to the following restrictions:

- only those persons authorized to use the administrative interface and functions of the Camtree Digital Library by the Camtree ("Client administrators") may use it; and
- Nothing may be posted on the Camtree Digital Library that is or may be (or may become): an infringement of a third party's intellectual property rights; in breach of confidence; unlawful; offensive, abusive, indecent, obscene or defamatory; or inaccurate, unfair or misleading.

4.6 Any Client Administrator will undertake (a) to comply with all of the restrictions on use of the Camtree Digital Library as set out in this agreement, and (b) that such Admin User's personal data may be used as contemplated by this Agreement.

4.7 Camtree will (including at the request of Atmire) terminate the right to use the Camtree Digital Library by any Client Administrator who has breached the terms of this agreement in



relation to use of the Camtree Digital Library or the terms of any contract with the Admin User as described in this clause.

4.8 Camtree or Atmire may remove any Content from the DSpace Express Service that is in Camtree or Atmire 's opinion in breach of Clause 4.2 above, whether this is a result of the implementation of the Camtree Digital Library takedown policy or otherwise.

## 5. Payment

5.1 Camtree shall be entitled to charge for: the configuration and provision of the Camtree Digital Library in accordance with the provisions of the *Service Specification* and *General Service Description* ; and provision of other services under this agreement at its then prevailing charging rates.

5.2 All amounts referred to in this agreement are expressed exclusive of Value Added Tax ("VAT"). If VAT or any other sales tax is payable on any such amounts, then the Client will (on presentation of an appropriate VAT or sales tax invoice) pay the VAT or sales tax in addition to the amounts concerned.

5.3 Camtree may invoice the Client for all amounts as they become due under this agreement. Invoices must be paid within 28 days of the date of receipt of such invoice.

## 6. Termination

6.1 Either party may terminate this agreement in the event that the other is in material breach of the agreement and has failed to remedy the breach within 28 days of being given notice asking for it to be remedied. This clause does not apply to breaches consisting of interruption to the provision by Atmire of the Camtree Digital Library (covered by clause 6.2) or non-payment of charges by the Client (covered by clause 6.3).

6.2 The Client may terminate this agreement in the event that the Camtree Digital Library is unavailable for a continuous period of 7 days following the configuration of the Camtree Digital Library.

6.3 Camtree may terminate this agreement in the event that the Client is in breach of its obligations to pay any amounts properly due and payable under this agreement and has failed to remedy such breach within 20 days of being given notice asking for the breach to be remedied.



- 6.4 Either party may terminate this agreement with immediate effect in the event that the other party ceases to carry on its business or substantially the whole of its business or disposes of its undertaking or stops payment of its debts as and when they fall due or is treated as being unable to pay its debts as they fall due
- 6.5 If the Client is in breach of its obligations to pay any amounts properly due and payable under this agreement and has failed to remedy such breach within 20 days of being given notice asking for the breach to be remedied then Camtree shall be entitled to suspend the Services at any time until such payment obligations are satisfied, and any dates or time periods relevant to performance under this agreement shall be appropriately extended to account for delays resulting from such suspension.
- 6.6 Camtree reserves the right to terminate this agreement upon 180 days advance written notice.
- 6.7 Upon termination of the contract, Camtree and Atmire can provide the Client with optional services to export and migrate the hosted content, in case the standard export tools in the system's user interface do not meet the Client's export needs. The provision of this type of services is not included in the scope or the cost of this subscriber agreement. The cost for such services will depend on the size of the hosted content, as well as the preferred export format or migration practices from the Client.

## 7. Consequences of termination

- 7.1 On termination of this agreement for any reason, the Client must stop using the administration interface to any community or collection provided under this agreement.