



NVivo Collaboration

Lumivero

Available to purchase until 30/06/2027

Many projects involve multiple researchers working together. Lumivero offer two solutions, NVivo Collaboration Cloud and NVivo Collaboration Server. This Agreement now covers both. Purchase per workspace user, with unlimited use for one year. Requires the new (March 2020) version of NVivo.

Key Facts

Benefits

- Discounted pricing for the academic community
- Tiered pricing based on amount of users
- Annual licences with unlimited use*

Important dates

Agreement Start: 1 July 2022

Agreement End: 30 June 2027

Subsequent invoice date: Annual licences

Licence Type

Per-user Licence

Commitment Period

Collaboration Cloud Licences last for one year from purchase

Collaboration Server licences are for three or five years.

Trial

Demos and trials are also available on demand - contact Chest Help.

The trial is a 14 day trial of a 5 user instance.

Eligible Institutions

Higher and Further Education, Research Councils, Associated Sites, Charities in the United Kingdom and Third Level Institutions in Ireland

Background Information

This Agreement has been negotiated by Chest in response to a need within the Education community.

*Unlimited use subject to Lumivero's 'Fair Use' Policy. See Product Information tab for more information.

Product Information

Supplier Details

Licensor: Lumivero, 1331 17th Street, Suite 404, Denver, CO 80202.

Product Description

As research teams expand in size and geography, so does the importance of collaboration with colleagues. Share data, expertise, and insights with Lumivero's collaboration solutions.

NVivo Collaboration Cloud

NVivo Collaboration Cloud uses the power of the cloud to enable teams to work together on NVivo projects, no matter where they may be working.

Easy Project Sharing and Collaboration

When working within NVivo Collaboration, you're able to bring together the right people to deliver the best research outcomes in one central project. Collaborating is easy, with all NVivo project files being stored within the one project. There's no need to send multiple files and folders when sharing a research project, meaning your team members can access everything in one place without the risk of data going missing. Featuring simple user management, permissions are easily managed based on the role of each team member.

Compliant, Secure Teamwork

Simplify shared projects with a secure way to store data, master project files, and your team's work. Master projects are stored directly in the cloud, making them accessible from anywhere in the world. Collaboration Cloud maintains a full version history, letting you see the work that's been done and keeping all collaborators up to date with the most current information.

NVivo Collaboration Cloud is maintained by servers in the USA, Canada, Singapore and Europe. It uses Microsoft Azure's public cloud to store data, and is fully GDPR compliant. Collaboration Cloud also complies with the strict regulations and conditions set forth in HIPAA (Health Insurance Portability and Availability Act of 1996).

Easily Work Offline

NVivo Collaboration Cloud uses the power of the cloud to host and merge projects, but also enables team members to work offline or to back up data. Simply download the project to your computer or laptop to conduct analysis, compile notes and offer additional insights. Once your work for the day is done, save and upload to the workspace so your contributions can be added to the master project.

Lumivero Fair Usage Policy

The licence, as acquired through Chest, does not have a specific limit on amount of hours of use. Instead, Lumivero employ a 'Fair Use' policy, whereby the System will send notifications when Licensee has consumed 75% / 95% / 100% of allowance. If Licensee expects to exceed allowance additional seats may be purchased to generate new allowance. Lumivero consider it extremely unlikely that any user, over the course of one year and with normal academic or administrative use, will come anywhere near the limit, they anticipate most users will not even receive the 75% notification within a year.

[Find out more here.](#)

NVivo Collaboration Cloud licences are annual licences, licensed per user. They run for one year from start date, and will therefore require renewing annually if still required. If renewing, please read the relevant notes on the 'Products and Pricing' tab closely before submitting your order

NVivo Collaboration Server

NVivo Server is a server-side application that manages NVivo for Windows projects in a centralized database repository—allowing users to work on the same project at the same time. NVivo Server, also known as NVivo Collaboration Server and NVivo for Teams, can help your

organization to:

- Streamline project management—users can store all NVivo projects in a central database repository on NVivo Server. You can monitor, maintain, backup and keep track of all projects in one secure location.
- Promote collaboration—team members can work in the same project at the same time, and see each other's updates as they work. To speed things up, large sources such as datasets can be analyzed by multiple researchers at once.
- Enhance security—role-based permissions cater for different levels of server access. Specified users (or groups) can create new projects while others can only view and edit existing projects. In individual projects, Project Owners can assign user roles to control access. Users access the server using authenticated Windows login credentials.
- Work with small or large projects—NVivo Server projects, unlike standalone NVivo for Windows projects, can be larger than 10GB—project size is only limited by available storage capacity.
- Setup and manage user access with the easy-to-use browser-based NVivo Server Manager.

[This page](#) explains what is installed when you install NVivo Server and provides information about unsupported configurations. [This page](#) explains user access.

NVivo Collaboration Server is now licenced for 12 months from the point of purchase - previously, NVivo Collaboration Server products would be tied to your institutions NVivo licence. Pricing will still be based on the duration of your NVivo licence, but will need to be re-ordered annually if you require a licence for longer than 12 months.

Please see the [Products and Pricing Tab](#) for more information.

Some more information about Collaboration Cloud

Q: If academics at one university were working with colleagues at another university (where that university was also signed up the Chest agreement), would individuals from the 2 institutions be able to collaborate on the same projects?

A: Definitely! But there are some nuances to that as Collaboration Cloud is designed to be bought by individual workspace/research teams. You don't buy Collaboration Cloud across the board for everyone. You buy it per team that wants it. So, let's say you had 4 people at University 'A' wanting to collaborate with 3 people at University 'B', 2 at an American university, 1 independent researcher in Kuala Lumpur and 4 in the Australian Ministry of Defence (or whatever mix you can envisage) then the lead partner – University A – would buy a Collaboration Cloud for 14 people and the admin user would then allocate those licenses to each of those users. They, and only they, would then have access to the central project that you build. One of those 4 University A users might also be on a completely separate project being run by University B. 'B' would also need to buy a separate Collaboration Cloud license to cover that instance. This would give the researcher from 'A' access to the data in A's project but wouldn't then give the researchers at University B access to the project run by 'A'. It's been designed this way so that you can keep projects separate and safe from a data protection perspective. Access is by user and by project and only where an individual user has been invited into a specific project by the admin user/project owner.

Q: If we had 10 researchers here who wanted to work with 5 researchers at a different institution, would either we or they have to buy all 15 licences on the same agreement, and then allocate (and potentially recharge) licences to the users at the other institution; or could we and they each buy licences on our own agreement, but then somehow have them all access the same project?

A: The lead partner would buy Collaboration Clouds for everyone no matter where they are and then allocate them out to specific email addresses. You can cross-charge that however you like of course. Everyone would also need to be using the latest version of NVivo – the one after 12 – and so if they were Chest Universities would need to have signed the contract amendment to allow that. And they'd all need to be on the same OS: preferably Windows. Finally you'd want to be satisfied that all relevant Data Protection angles were covered off if you're sharing data outside of your University. We don't enforce that bit but you'd obviously want to for your own peace of mind – the access control aspects of Collaboration Cloud allow you to manage that since only people you directly invite to join can see the data.

Q: Can the institution purchase and then assign the workspace owner to a member of the team through the portal?

A: Whoever the client asks Lumivero to setup as the owner is actually setup as the Admin contact – it is usually the purchaser or the owner of the ELA. They then add the other contacts, including a Workspace Owner (if they want to use that Role – depends on the size of the team). This [help page](#) explains more.

Q: Can I use Collaboration with overseas users?

Collaboration Cloud is intended for multi-agency working with no geographical restriction on usage. Collaboration Cloud can be used as widely as you want. You are purchasing the right to assign people to a project from anywhere.

Couple of points to note:

All users must have an NVivo license of their own and they must all be on the same version. Institutions cannot extend their NVivo license itself to a third party. Overseas use of NVivo for an institution *is* permitted for a period of 3 months. Requirements of use for longer periods than this will require the purchases of licences directly from NVivo in that territory (please view the NVivo pages and contact help@chest.ac.uk for more

information/questions).

A reminder that the project must be created on, and uploaded from a Windows device.

The data location is determined by the purchasing institution – so in the case of a UK University, the data location is the European Economic Area. We (Jisc) and Lumivero have no way of controlling data taken outside of the EEA, so the University needs to have conducted its own data security and compliance assessment. If there is personal data in that project, that data has then left the EEA. Lumivero can only control the central repository of the data and will always ensure that is retained within the EEA for a UK customer to ensure GDPR compliance. The institution is then responsible for the location of their users.

Q: How does Collaboration Cloud differ from Collaboration Server?

A: Collaboration Cloud stores the data in the Cloud and so you need to be happy from a data sensitivity point of view that this is ok. It's secure: hosted on Microsoft Azure in EEA so GDPR compliant. Encrypted end-to-end and at state, etc. But always worth checking there's nothing that exceeds those security levels in terms of the data. It works by acting as a data repository set up by the admin user. Individual users then download copies of the data, work on it and re-upload for the admin user to merge together.

Q: Where is the data stored?

A: Lumivero have data storage in US, Canada, Singapore or Europe, but they assign servers based on customer location. All UK&I institutions get allocated storage on the European servers. For full clarity the servers are Microsoft Azure servers hosted in the Netherlands and with backups in Ireland

Q: How do we assign Admins and Users?

A: [This page](#) explains the process to assign admins and users via the portal.

Q: Can Windows and Mac users collaborate?

A: With Version 13/20/Release 1: Windows and Mac users can't collaborate

With Version 14: Windows and Mac users CAN collaborate but in such circumstances the Project Admin that creates the initial project MUST be on Windows and the project must have been created in a Windows version of NVivo 14. All Windows and/or all Mac is also possible.

To confirm, all users must be on the same version of NVivo.

Useful resources

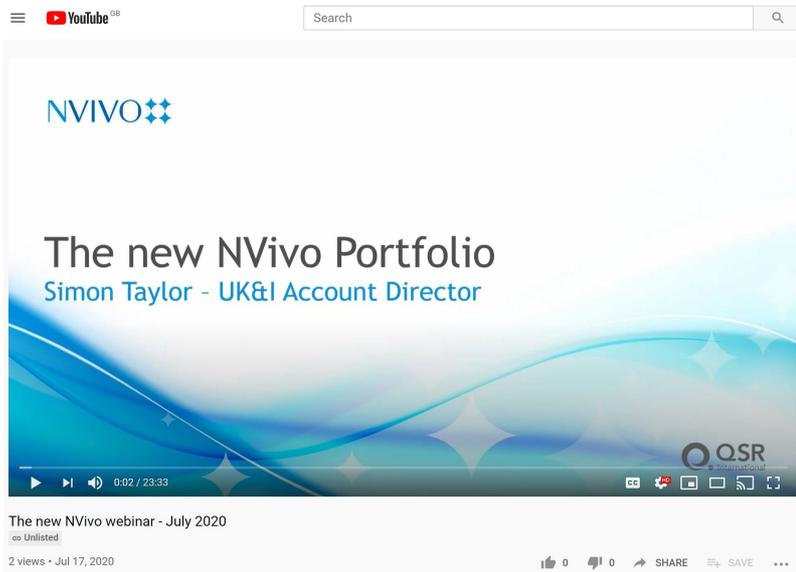
[Read all about NVivo Collaboration Cloud](#)

Collaboration Cloud is an NVivo add-on module allowing teams to collaborate on NVivo projects. It stores projects securely in the cloud, providing a space to pass work between team members—project managers upload master projects that collaborators download and work on, then the collaborators upload their versions for the project managers to download and merge back into the master.

Read more [here](#) and [here](#).

[Find out about the new NVivo, Collaboration Cloud and Transcription](#)

On the 17 July 2020 Lumivero ran a webinar aimed at Admins and IT folk (rather than users) looking at the new NVivo, Collaboration Cloud and Transcription. Click on the below image to watch the recording.



Allocating Licences in NVivo Collaboration Cloud

The license has been assigned to you using your Licence Admin email address. If you log into the MyNVivo portal using that email address and whatever password you setup for it then you can move the Collaboration subscription on to the end-user. Instructions for that can be found here: [Multi-user licenses](#)

If you don't see the subscription showing up then if you click the little person icon in the top right of the screen then you should find that you've got more than one account listed in the system. Depending upon how many are set up against you click through them and find the one that's got the Collaboration license against it and then the instructions above can be followed.

Service and Support

Trials

All users can try Collaboration Cloud via [this link](#). Demos are also available on demand - contact Chest Help

Product Documentation

The Supplier shall grant Licensees access to all product and user documentation that is normally made available to its other customers and are included in the licence fee.

Training and Training Materials

Authorised Users will have access to the [NVivo Education Centre](#).

Technical Support

Support (Help Desk) is available Monday to Friday from 6am to 5pm Melbourne, Australia, time. In normal circumstances response to email will be within 24 working hours.

- by phone in the UK: +44(0) 1925 358100
- by email: support@lumivero.com

Supplier Web Address

NVivo - Lumivero

System releases, new versions and functionality

The Supplier shall grant Licensees access to all training materials that are normally made available to its other customers and are included in

the licence fee.

Platforms

NVivo Collaboration Cloud is developed for use on PCs.

Method of delivery of product

The Admin Contact will be provided with the necessary codes to allow the users to create their accounts. This usually takes 1-2 days.

Terms and Conditions

Licensor: Lumivero, 1331 17th Street, Suite 404, Denver, CO 80202.

The Chest Order, together with the Licence Terms and Conditions of the Lumivero ELA Transcription Service Addendum, create a legally binding contract between your institution, organisation or company and the Licensor. Therefore please read the terms and conditions carefully and only submit a Chest Order if its terms and conditions are acceptable to your institution, organisation or company and you have the authority to make the financial commitment shown.

Licence Type

This Site licence is subject to the Licence Terms and Conditions of the Lumivero ELA Addendum which are detailed at the bottom of this page. The Standard Chest Licence does not apply here. Where below it is stated "Exceptions to the Terms and Conditions" this must be understood as meaning that the LUMIVERO ELA Addendum is the sole set of Applicable Terms and Conditions.

Payment Terms

Jisc will invoice Licensed Institutions for the fee on receipt of a completed order.

Chest is an Enterprise of Jisc. All Purchase orders must be made out to JISC Services Ltd, 4 Portwall Lane, Bristol, BS1 6NB

All terms contained in a PO are expressly rejected and do not form part of the Licence or vary the Licence terms in any way.

Payments are due within thirty days of invoice date; recipients of late payments are entitled to interest in accordance with **UK statutory provisions**.

Termination Clauses

At the end of the Period of Agreement, if there is no new Agreement between Lumivero and Chest or a new Agreement directly between the Licensed Site and Lumivero, then Licensed Sites are required to remove all copies of Lumivero NVivo Products from their systems - including personal machines which have been loaded with a copy of the software - at the expiry of their Licence (Commitment) Period.

Location and Use Permissions

The product(s) may be used by any Authorised User of the Licensee for Educational Purposes which includes the administration and management of the licensee's educational and research operations. These permissions are described in the terms and conditions for the Standard Chest Licence for Software.

Students	Yes
Academic Staff	Yes
Non-Academic Staff	Yes
Administration and management	Yes
Staff home use rights	Yes
Student home use rights	Yes
Installation on Hosted Server	Yes

Exceptions to the Terms and Conditions

Lumivero (Chest) Cloud Services Addendum (February 2021)

Parties

Lumivero, of 1331 17th Street, Suite 404, Denver, CO 80202 ("Lumivero" / "we" / "us") and the Party named in the Chest Order ("Customer" / "you"). ("Chest" is a Jisc enterprise and service.)

Recitals

A Lumivero and the Customer have entered into a Licence Agreement ("Licence Agreement") through and under an Agreement in force between Jisc and Lumivero ("Agreement") in respect of certain Lumivero Licensed Software.

B The Customer wishes to obtain Lumivero 's Cloud Services to be used in conjunction with the Licensed Software pending the expiry of the Licence Agreement.

C Lumivero agrees to supply and the Customer agrees to acquire the Lumivero Cloud Service on the terms of this Cloud Service Addendum.

Agreement

1 Definitions

In this Cloud Services Addendum, except where the contrary intention is expressed:

Authorised Users means (a) Students (which means any person undertaking education or research for whom the Licensee is responsible); and (b) Staff (which means: any personnel used by the Licensee to instruct or direct Students; the Licensee's research staff; and administrative and management personnel).

Chest Order means the order for the Cloud Service placed with Jisc using the relevant Chest Order Form.

Commencement Date in respect of this Cloud Services Addendum means the date specified in the relevant Chest Order.

Data Protection Addendum means the Lumivero Data Protection Addendum available at [Data Protection Addendum - Lumivero](#)

Fees means the amounts payable by the Customer for use of the Cloud Service, in the amounts and in the currency specified in the Chest Order.

GDPR means the EU General Data Protection Regulation 2016/679.

NVivo™ Cloud Platform means the IT infrastructure and networks owned, licensed, or managed by us, which are used by Lumivero and its service providers to provide the Cloud Service.

myNVivo™ Portal means the Lumivero Cloud Services portal at [portal.mynvivo.com](#).

Parties means, collectively, Lumivero and the Customer, and "Party" means either one of them as the context may indicate.

PAYG Service means a Cloud Service which is provided on a pre-paid timed basis.

Service Hours means, in respect of a PAYG Service, the hours of use of the service acquired by you.

Privacy Policy means our privacy policy available at

Service Specification means the Service Specification for the relevant Cloud Service as published on the Jisc Chest website which sets out the details of the Cloud Service and any specific terms applying to that service.

Software Licence means the Licence Agreement for the Licensed Software obtained through and under the Agreement in force between Jisc and Lumivero.

Subscription means a Cloud Service provided on a subscription basis for a set term.

Subscription Term means the initial term of a Subscription, which will be from the Commencement Date until the renewal of the Software Licence, as extended by subsequent renewal periods.

2 Cloud Services

- (a) Our Cloud Services are provided as PAYG Services or as a Subscription.
- (b) The initial term of your Subscription will commence on the Commencement Date and run until the end of the term as stated in the Chest Order. If you cancel, your Subscription will terminate at the end of the then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.
- (c) For PAYG Services, you must pre-purchase Service Hours. All Service Hours you purchase will have an expiry date, as specified in the relevant Service Specification.
- (d) Details of the individual Cloud Services, and any specific terms applying to a Cloud Service, are set out in the relevant Service Specification. We note that our Cloud Services may involve the use of various third-party tools and services.
- (e) We may offer a free trial of a Cloud Service, either by way of an allocation of Service Hours or a free Subscription Period ("Trial"). Contracts for a Trial are to be made through the myNVivo™ Portal.

3 Account Registration

- (a) You may need to register for a Lumivero account in order to place Contracts or access or receive a Cloud Service.
- (b) Any registration information that you provide to us must be accurate, current, and complete.
- (c) You must also update your information so that we may send notices, statements, and other information to you by e-mail or through your account.
- (d) You are responsible for all actions taken through your accounts.

4 Orders

- (a) You agree to purchase the Cloud Service as specified in the Chest Order. Lumivero's Cloud Service ordering documentation or purchase flow will specify your authorised scope of use for the particular Cloud Service, which may include:
 - (i) number and type of Authorised Users (as defined below);
 - (ii) storage or capacity; or
 - (iii) Service Hours or other restrictions.
- (b) Once we receive your Chest Order, we will notify you through the myNVivo™ Portal that your order has been accepted and the status of your account. We reserve the right to reject any order but will provide reasons to you via e-mail or through the myNVivo™ Portal if we do so.
- (c) In relation to NVivo Transcription, you may use the editor functionality of the Cloud Service with respect to transcribed files without charge for so long as the relevant text files are retained on the NVivo™ Cloud Platform.
- (d) Lumivero reserves the right to delete Customer files remaining on the NVivo™ Cloud Platform as follows:
 - (i) Audio files 90 days after first upload; and
 - (ii) Text files 90 days after transcription.
- (e) Notwithstanding any other term of the Agreement or the Chest Order, Lumivero gives no warranty or undertaking as to the quality of the output from the NVivo Cloud Service™ and, to that extent, the NVivo Transcription Service™ is provided "as is". Customer acknowledges that the quality of the output will depend on many factors including the clarity of the original recording, background noise and accents of the speakers.

4 Authorised Users

- (a) Only Authorised Users may access and use the Cloud Service. You are responsible for compliance with these Terms and Conditions by all Authorised Users.
- (b) In relation to usernames and passwords that allow your Authorised Users to access and use NVivo Cloud Services ("Login Credentials"):
 - (i) you are responsible for ensuring that Authorised Users take all reasonable steps to safeguard their Login Credentials. We may assume that any person accessing or using the NVivo Cloud Service using those Login Credentials is one of your Authorised Users. You must also ensure that each of your Authorised Users only uses the Login Credentials that have been allocated to them, and that no other person uses such Login Credentials; and
 - (ii) if you become aware or have reason to suspect that there has been any unauthorised use of any Login Credentials that have been

allocated to your Authorised Users, you must notify Lumivero immediately.

(c)... We may suspend access to the Cloud Service where we reasonably believe that there has been unauthorised use of the Cloud Service by any of your Authorised Users or through any Login Credentials issued to you. Where we do so, we will notify you within a reasonable time of the suspension occurring, and the Parties will work together to resolve the matter. Nothing in this paragraph (c) limits any other rights or remedies we may have in such circumstances.

5 Account Registration - Authorised Users

Your Authorised Users will need to register for a Lumivero account through the myNVivo™ portal if deployed to a 'Known' or 'User Requested' user in order for the Authorised Users to access or receive the chosen Cloud Service.

6 Right to Access Services

(a) Upon execution of this Cloud Services Addendum, and subject to payment of the Fees, we grant you a non-exclusive, non-transferable, limited licence to access and use the purchased Cloud Service solely for the lawful operation of your business and in accordance with the provisions of this Cloud Services Addendum.

(b) It is your responsibility to ensure that you have reliable and secure access to the internet so as to be able to effectively use the purchased Cloud Service.

7 Your Content

(a) As part of your use of the Cloud Service, you or your Authorised Users may upload to the NVivo™ Cloud Platform certain materials ("Your Content"). You must ensure that Your Content:

- (i) does not infringe the intellectual property or other rights of another person;
- (ii) is not defamatory, offensive, abusive, pornographic, profane or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability, unless in the context of valid lawful research;
- (iii) does not relate to unlawful conduct, unless in the context of valid lawful research;
- (iv) does not create a privacy or security risk to any person, including by soliciting personal information from any person;
- (v) does not solicit money from any person;
- (vi) is not false, misleading, or deceptive;
- (vii) does not contain financial, legal, medical, or other professional advice;
- (viii) is not likely to harm, abuse, harass, stalk, threaten or otherwise offend;
- (ix) is not likely to reflect negatively on us, including our goodwill, name, and reputation;
- (x) does not tamper with, hinder the operation of, or make unauthorised modification to the Cloud Service;
- (xi) does not breach any applicable laws; and/or
- (xii) does not otherwise result in civil or criminal liability for you, us, or any third-party.

(b) You:

(i)... grant to us a non-exclusive, worldwide, royalty-free, licence (including a right of sub-license to our subcontractors) to disclose, use, copy and modify Your Content as required by us but only for the purpose of providing the Cloud Services and complying with our obligations under this Cloud Services Addendum; and

(ii) warrant that you have the right to grant such permission.

(c) We may review Your Content and may modify or remove any of Your Content where we reasonably believe it violates this Cloud Services Addendum.

(d) Lumivero will adhere to good industry practice and procedures to prevent data loss, including a daily system data back-up, but does not give any guarantees in relation to loss of Your Content.

8 Your Rights and Obligations

- (a) You must ensure that you and your Authorised Users comply with this Cloud Services Addendum, and you will be liable for the acts and omissions of your Authorised Users as if they were your acts or omissions.
- (b) It is a condition of your use of the Cloud Service that you (and your Authorised Users) do not:
 - (i) sell, rent, lease, license, sublicense, display, time share or otherwise transfer the Cloud Service to, or permit the use of or access to the Cloud Service by, any third-party; and
 - (ii) remove any copyright or proprietary notice from the Cloud Service;
 - (iii) attempt to undermine the security or integrity of our computing systems or networks;
 - (iv) use the Cloud Service for any purpose that is improper or unlawful;
 - (v) use the Cloud Service in a way which may impair the functionality of the Cloud Service or other systems used to deliver it;
 - (vi) distribute viruses, spyware, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software; and/or
 - (vii) engage in any other conduct that inhibits any other person from using or enjoying the Cloud Service.

9 Fees and Payment

- (a) The prices for each of the Products and payment terms are contained in the relevant Chest Order.
- (b) The Fee is paid annually in advance as specified in the Chest order form.
- (c) Jisc is the Party responsible for invoicing and collecting the Fee.
- (d) For Pay as You Go Cloud Services these will be paid in advance as specified in Chest order form.

10 Privacy and Your Data

- (a) Lumivero's collection, use and disclosure of personal information or any other data the Customer provides to Lumivero will be governed by Lumivero's Privacy Policy.
- (b) For the purposes of this clause 10, "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; and "Applicable Data Protection Laws" means all laws, regulations, binding legislative and regulatory requirements and codes of practice relating to data protection and the processing of Personal Data, as may be applicable to either Party or to the Cloud Service, including, without limitation: the Australian Privacy Act 1988 (Cth); the UK Data Protection Act 2018; the GDPR; and the Japanese Act on the Protection of Personal Information 2003.
- (c) The Data Protection Addendum, which includes the standard contractual clauses as required under article 28 of the GDPR, forms part of this Cloud Services Addendum.
- (d) You agree that Lumivero may use the services of third parties to provide part of the Cloud Service ("sub-processor") and that the sub-processor may, as required for the purposes of providing the Cloud Service, process Personal Data provided to us by you.
- (e) Each Party warrants to the other that in relation to this Cloud Services Addendum, it will comply strictly with all requirements of any Applicable Data Protection Laws, whether enacted as at the Commencement Date or enacted subsequently.
- (f) In using the Cloud Service, you must ensure that you are permitted to provide us with any Personal Data you provide to us, and that you have made any disclosures or obtained any consents necessary under any Applicable Data Protection Laws. Subject to this Cloud Services Addendum, we will establish and maintain appropriate, reasonable technical and organisational security measures in accordance with good industry practice to keep Your Content secure.
- (g) We may only transfer any Personal Data you provide to us across a country border in the event that such action is required for the purpose of providing the Cloud Service and complying with our obligations under this Cloud Services Addendum. We will further ensure that the transfer of any Personal Data across a country border complies with Applicable Data Protection Laws.
- (h) We may use and disclose to our service providers anonymous data about your use of the Cloud Service for the purpose of helping us to improve the Cloud Service. Any such disclosure will not include details of your identity or the identity of your associates unless prior consent has been provided for such disclosure.

11 Security

- (a) You acknowledge that the internet is an insecure public network which means there are risks that information sent to or from the Cloud Service may be intercepted, corrupted or modified by third parties.
- (b) Notwithstanding the foregoing, we will take all steps that a prudent and competent provider of services such as the Cloud Service would be expected to take to maintain the security and the integrity of the Cloud Service. Specifically, we will:
- (i) implement administrative, physical, and technical safeguards to protect Your Content that are no less rigorous than accepted industry information security best practices;
 - (ii) as soon as we become aware that any virus, malware, or other harmful code ("Harmful Code") is contained in or affects the Cloud Service provided to you and/or that any of Your Content may have been, or may be subject to unauthorised access, immediately notify you and take all reasonable steps to remedy the problem, secure Your Content, remove the Harmful Code, as applicable, and prevent the situation's reoccurrence;
 - (iii) use commercially reasonable efforts to:
 - (A) prevent any Harmful Code being contained in, or affecting the Cloud Service used by you;
 - (B) prevent unauthorised access to Your Content;
 - (C) prevent any unauthorised access of, and/or Harmful Code being introduced into, your IT systems.

12 Intellectual Property

- (a) The Cloud Services are made available on a limited licence or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as "purchase" or "sale".
- (b) Lumivero and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the Cloud Service, its "look and feel", any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for Lumivero.
- (c) NVivo, myNVivo and Cloud are trademarks of Lumivero.

13 Warranties

- (a) We represent and warrant that if a Cloud Service fails to operate substantially as described in the relevant Service Specification and you notify us of this failure, we will:
- (i) at our cost, correct the failure in the Cloud Service; or
 - (ii) if we are unable to correct the failure in a commercially reasonable manner, you may terminate the relevant Subscription and we will refund to you a pro-rated portion of the Fees previously paid for the terminated Subscription taking into account the unexpired Subscription Term for which the Fees were paid.
- (b) If we breach the warranty under this clause, your exclusive remedy and our entire liability for breach of this warranty will be the remedy set out in this clause. The warranty will not apply if the failure of the Cloud Service resulted from improper use or a defect in or failure of any device, communications link or software used to access the Cloud Service.
- (c) Lumivero does not warrant, represent or guarantee that the Cloud Services:
- (i) will be continuously available or free of any fault or harmful code; or
 - (ii) are suitable for your purposes or business.

(d)... If any guarantee, warranty, term or condition is implied or imposed in relation to this Cloud Services Addendum under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a "Non-Excludable Provision"), and Lumivero is able to limit your remedy for a breach of the Non-Excludable Provision, then Lumivero's liability for breach of the Non-Excludable Provision is limited to the resupply of the Cloud Services or the cost of having Cloud Services supplied, at Lumivero's election.

14 Confidentiality

- (a) Each Party (the "Receiving Party") may only use the Confidential Information disclosed or revealed by the other Party (the "Disclosing Party") for the purposes of performing its obligations or exercising its rights under this Cloud Services Addendum and must keep such Confidential Information confidential.

(b) For purposes of this Addendum, "Confidential Information" means any information of whatever kind disclosed or revealed by the Disclosing Party to the Receiving Party under or in relation to this Cloud Services Addendum that:

- (i) is by its nature confidential;
- (ii) is designated by the Disclosing Party as confidential; or
- (iii) the Receiving Party knows or reasonably ought to know is confidential;

including:

- (iv) where we are the Disclosing Party, any part of the Cloud Service that is not otherwise publicly available; and
- (v) where you are the Disclosing Party, any of Your Content entered or uploaded to the Cloud Service;

but does not include information that:

- (vi) is published or has otherwise entered the public domain without a breach of this Cloud Services Addendum;
- (vii) is obtained from a third-party who has no obligation of confidentiality to the Disclosing Party; or
- (viii) is independently developed or obtained without breach of this Cloud Services Addendum.

(c) The Receiving Party may disclose the Confidential Information of the Disclosing Party:

- (i) to those members, directors, employees, agents, contractors, representatives and/or advisors of the Receiving Party ("Representatives") reasonably requiring it on a need-to-know basis, provided that the Receiving Party ensures that such Representatives keep such Confidential Information confidential in accordance with this clause 14(c);
- (ii) to the extent required by law; or
- (iii) with the prior written consent of the Disclosing Party.

(d) We may refer to the fact that you are a client of ours and a user of the Cloud Service in marketing and promotional materials.

15 Term and Termination

(a) For purposes of this clause 15:

"Insolvency Event" means in relation to either Party, any one or more of the following events or circumstances occurring in relation to such Party (or any person comprising such Party): being in liquidation or provisional liquidation or under administration; having a controller or analogous person appointed to it or any of its property; being unable to pay its debts or being otherwise insolvent; entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; and any analogous event or circumstance under the laws of any jurisdiction.

(b) Either Party may terminate this Cloud Services Addendum by notifying the other accordingly:

- (i) where the other Party materially breaches this Cloud Services Addendum, and fails to remedy that breach within 30 days of receiving notice of the breach; or
- (ii) where the other Party suffers an Insolvency Event.

(c) If this Cloud Services Addendum is terminated in accordance with this clause 15, you must pay us the Fees for any Cloud Services performed and/or provided to you up to and until the date of termination, whether or not an invoice has been issued for those services as at the date of termination.

(d) Upon expiry or termination of this Cloud Services Addendum, we will either (at our option):

- (i) provide to you; or
- (ii) make available for your download for a period of 30 days following termination,

all of Your Content in machine readable format, that is stored at that time on the NVivo™ Cloud Platform. After having done so, we may delete any of Your Content.

(e) If this Cloud Services Addendum expires or is terminated for any reason, the rights and licences provided to you under this Cloud Services Addendum will cease immediately.

(f) If a Party exercises a right of termination of this Cloud Services Addendum, this Cloud Services Addendum terminates in its entirety for all Parties.

16 Limitation of Liability

(a) To the maximum extent permitted by law:

(i) neither Party (nor its suppliers) will be liable to the other for any indirect, special, incidental or consequential loss or damage or damages for loss of profits, goodwill, revenue, savings or opportunity or for loss of use, lost or inaccurate data, failure of security mechanisms, interruption of business or costs of delay arising under or in connection with this agreement or its subject matter, whether in contract, tort (including negligence), in equity or under statute, even if informed of the possibility of such damages in advance;

(ii) except as provided for at clause 16 (a) (iv) below and for a Party's liability under or in connection with clause 8(b) or in connection with an infringement of any intellectual property rights of the other Party or its licensors, each Party's maximum aggregate liability for all claims under or in connection with this agreement or its subject matter arising in each consecutive 12 month period commencing on the date of first use of the subscription services is limited to an amount equal to the fees payable by you under this agreement in respect of such 12 month period, provided that any obligation to pay outstanding fees or to refund prepaid fees will not be considered for the purposes of this limitation on liability; and

(iii) to the maximum extent permitted by law, no suppliers of any third-party components included in the products will be liable to you for any damages whatsoever.

(iv) Notwithstanding any provision in this clause 16, to the extent Lumivero may have access to the Customer's Confidential Information or may have control or access to Customer's systems, or in respect of any breach of Lumivero's obligations under clause 10 or the Data Protection Addendum, Lumivero shall maintain Network Security & Privacy Liability (Cyber) insurance coverage of not less than USD \$5,000,000 per claim and cover all sums up to that amount that the Customer shall be legally obligated to pay because of claims alleging a security failure (including but not limited to failure of a computer system, unauthorised access / use of a computer system, virus transmission, denial of service, physical theft of hardware) or a privacy event (including but not limited to failure to protect the Customer's Confidential Information and Personal Data); where such failure is due to a breach by Lumivero of its obligations under this Addendum. Coverage shall include cost to provide notification and credit monitoring to affected or potentially affected persons. Coverage for occurrences during the performance of the Cloud Services shall be maintained in full force and effect for a period of at least three (3) years following the termination of the Cloud Services. This insurance shall include Customer and its subsidiaries, agents, officers, directors, and employees as additional insured parties.

(b) A Party's liability under this Cloud Services Addendum will be reduced to the extent that the other Party's acts or omissions (or, unless otherwise stated in this Cloud Services Addendum, those of a third-party) contribute to or cause the loss or liability.

(c) The Parties agree that the limitations specified in this clause 16 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Cloud Services Addendum is found to have failed of its essential purpose.

17 Dispute Resolution

(a) If a dispute arises out of or relates to this Cloud Services Addendum, a Party may not commence any court proceedings relating to the dispute unless it complies with this clause 17 (Dispute Resolution), except where a Party seeks urgent interlocutory relief.

(b) A Party claiming that a dispute has arisen under or in relation to this Cloud Services Addendum must give written notice to the other Party specifying the nature of the dispute. On receipt of that notice by that other Party, the Parties must endeavour in good faith to resolve the dispute expeditiously using mediation in accordance with the mediation rules of the International Institute for Conflict Prevention and Resolution. If the dispute is not resolved within 15 days after the mediator is appointed, or at any other time that the Parties agree to in writing, the mediation ceases and either Party may commence legal proceedings in relation to the dispute.

18 General

(a) Governing law and jurisdiction: this Cloud Services Addendum is governed by the law of the Commonwealth of Massachusetts, United States of America, and the Parties consent to the exclusive jurisdiction of the courts of Massachusetts for the purposes of resolving any dispute under this Cloud Services Addendum.

(b) Notices: any notices, consent, or any other communication given under this Cloud Services Addendum is only effective if it is in writing, signed by or on behalf of the Party giving it and received in full and legible form at the addressee's address. Each Party's contact details are as specified in the initial Order, unless either Party gives notice to the other Party of an alternative address, fax number or e-mail address.

(c) Severable Provisions: any term of this Cloud Services Addendum which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable.

(d) Survival: clauses 8, 10, 12, 14, 15 and 16 survive termination or expiry of this Cloud Services Addendum together with any other provision which by its nature is intended to do so.

(e) Cumulative rights: except as expressly provided in this Cloud Services Addendum, the rights of a Party under this Cloud Services Addendum are in addition to and do not exclude or limit any other rights or remedies provided by law.

Commercial in confidence

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