

Appendix 8 to the standard right to use agreement



PLAGIARISM CONTROL

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Appendix to it's learning's agreement concerning right of disposal ("Main agreement") between:

("Licensee") **and** **it's learning as**
 ("Licensor")

The Licensee has ordered access to Ephorus, the plagiarism control solution supplied by Ephorus BV. In connection with this the parties agree the following:

1. The Licensor shall facilitate the technical integration of it's learning and Ephorus.
2. The Licensee understands that use of Ephorus involves the possibility of personal information being transferred from the Licensor to Ephorus. The Licensee hereby confirms that it has regulated this in agreements between Ephorus BV and the end users, and that the Licensee is responsible for all data handling in all situations, with the obligations this implies. See also the provisions concerning personal information in the Main agreement.
3. The Licensee can use the Licensor's standard support services in connection with this integration, but the Licensor's responsibility for support of Ephorus is limited to translating and forwarding requests to Ephorus BV. The Licensor is not responsible for the level or quality of support provided by Ephorus BV. The Licensor will not be able to handle requests for changes to the functionality linked to Ephorus, such requests shall be sent directly to Ephorus BV.
4. The Licensee understands that deficiencies in Ephorus due to matters outside the it's learning application are not the responsibility of the Licensor. This means the Licensor is not liable for losses that errors or deficiencies cause at the Customer. Note that the result and the analysis presented in the Licensor's software are not a product of the Licensor's software, but are a display of data from Ephorus' own tools.
5. If plagiarism or other abuse is suspected such that it is necessary for the Licensee to include the Licensor in the activity beyond that available in the standard it's learning interface, the Licensor may invoice the Licensee for actual hours used according to applicable standard rates.
6. Ephorus BV's general terms and conditions are reproduced on the last page of this Appendix and the Licensee hereby confirms it has read and accepted these.
7. Likewise, the Main agreement's provisions also apply in relation to this Appendix.

ACCEPTANCE OF THE TERMS AND CONDITIONS

By signing below the parties hereby indicate that they accept the terms and conditions in this agreement.

On behalf of Supplier: it's learning as

Customer:

_____ (signature)
Name:
Title:
Date:

_____ (signature)
Name:
Title:
Date:

General Terms & Conditions (Ephorus)

Definitions

In these general terms and conditions, the following definitions apply:

General Terms and Conditions: these General Terms and Conditions;

Customer: the party with which Ephorus has concluded a contract;

Service: all Ephorus services;

Customer database: a database managed by Ephorus in which the Customer can store the entered documents and (meta)data;

Contract: the document in which, in addition to these general terms and conditions, the specific conditions of the agreement have been included.

Applicability

These general terms and conditions shall apply to all Services supplied by Ephorus.

Unless expressly agreed otherwise, the applicability of any of the Customer's general terms and conditions shall be excluded explicitly.

Right of use

The Customer shall comply with the requirements that may be made or are made on a reasonable use of the Services supplied by Ephorus and additional services. The Services shall not be used for more than the number of students stated in the contract.

Access

The Customer shall ensure that the user names and passwords provided to the Customer or users remain confidential and shall not allow third parties to use them. The Customer shall be responsible and liable for any use of the Services under these user names and passwords, irrespective of whether this use has been allowed by the Customer. As soon as the Customer knows or has reason to assume that third parties know a Customer's or user's user name and password, the Customer shall inform Ephorus of this immediately, without prejudice to the Customer's obligation to take steps against those third parties immediately, including the obligation to change the password.

Availability, guarantees & efforts

Ephorus shall make every effort to have its Services available at all times. Ephorus does not guarantee uninterrupted availability, security, suitability, absence of viruses, or reliability of the software, the databases and the accompanying Services provided by Ephorus. Ephorus shall be entitled to discontinue the availability of the Services temporarily, without prior notification, in so far as this is necessary for maintenance or improvement of the website, the server, the software or the databases. Ephorus shall make every effort to limit this interruption to a minimum and to inform the Customer in a timely manner, if possible. Ephorus reserves the right to suspend the availability of its Services and to remove documents entirely or partially from the Customer database, if the Customer or a user acts contrary to the stipulations or the tenure of the contract.

Privacy

Ephorus shall set up a database for the Customer in which all the documents placed by the Customer can be stored. This database and the data in the database shall be and shall remain the Customer's property, whereas Ephorus shall manage the database. Ephorus shall ensure suitable technical and organizational measures to secure the data against loss and against any form of unlawful processing.

Duration, termination and change

Ephorus shall be entitled to change these General Terms and Conditions and the agreed prices and rates one sided. The changed General Terms and Conditions and rates shall apply as from the next extension. In case of changed General Terms and Conditions, the Customer shall be entitled to give notice of termination of the Contract until not later than one month after publication of the changed General Terms and Conditions on the website.

Liability

Except for in the case of wilful negligence on the part of Ephorus, its management or its executive employees, Ephorus shall not be liable for any indirect damage, including consequential damage, loss due to delay, loss of data, loss of profits and immaterial damage, connected with or resulting from the execution of the agreement or the use or impossibility to use the software and the databases. Without prejudice to that stipulated elsewhere in the agreement, the total liability of Ephorus towards the Customer in connection with any obligation or agreement that applies shall be limited to the payment that, based on the agreement, the Customer owes annually to Ephorus, up to a maximum of €10,000. Ephorus shall not be obliged to fulfil one or more obligations that, by virtue of this agreement, rest on it, if it is not able to do so due to force majeure. Force majeure shall include any situation of which Ephorus has no absolute control, including strikes, power failures and failures in telecommunication facilities, natural disasters, terrorist attacks and wars.

The entire document shall be filled in and faxed to it's learning in your country.