



# Standard Terms and Conditions for Integrations

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Original source: [www.itslearning.eu/integration](http://www.itslearning.eu/integration)

# 1. Standard terms and conditions for Integrations

Upon signing of the Order Form (the "Contract") and ordering an integration or custom work, the Customer and Itslearning AS (ITL) agrees to the following terms and conditions, as an appendix to and in addition to the standard terms and conditions of the Standard Service Subscription Agreement ("TAC"). The TAC is equally applicable to components under this agreement. In case of conflicting terms in the TAC and this appendix, the terms of this appendix shall prevail.

The words in this appendix shall have same meaning as the corresponding definitions of the TAC. The TAC, this appendix, (Integration Subscription Agreement) and any other appendices to the TAC entered into between the parties are hereinafter jointly referred to as the Agreement.

## 2. Parties to the Agreement

These terms and conditions apply to the service delivery components of the quote indicated in the Order Form, that when accepted form an Agreement between the Customer and itslearning as, organization number NO 980 682 765 (hereinafter known as the Integration Supplier).

## 3. Objective of the Agreement

The objective of this Agreement is to regulate the distribution of responsibilities and the scope of support, operation and maintenance for specially adapted solutions between the Integration Supplier and Customer. A customized solution means a solution that is not included as standard in the itslearning software/service and which is not covered by the applicable license, support or ASP agreement.

## 4. Scope of the Agreement

The agreement covers support, operation and maintenance of those of the following components included in the quote:

### COMPONENT 1:

Import of user data from files in IMS Enterprise 1.1 format. Among other things, this includes:

- a. Analysing and filtering of data content to detect changes, deletions and updates.
- b. Synchronisation of user/group data from periodically handed over IMS Enterprise 1.1 files for the itslearning core application.
- c. Making file areas accessible for customers to store files that need importing.

### COMPONENT 2:

IMS Enterprise Services API. A SOAP based API accessible through itslearning's operational environment, which makes it possible to create, update and delete users and groups for a specific customer.

### COMPONENT 3:

eLogin is itslearning's component for authentication with external systems. It is proven to interoperate with Active Directory (including ADFS 2.0), Novell eDirectory, simplesamlphp, CAS, Shibboleth and others. Support for authentication protocols and options include LDAP, CAS, SAML 1.1, SAML 2.0, UNI-login (DK).

### COMPONENT 4:

itslearning Export Toolkit for transfer of assessments and absence. This is a system that allows transfer of final assessments and attendance to 3rd party systems.

#### COMPONENT 5:

Use of one or more of itslearning's APIs to integrate data input/output.

The Agreement does not cover:

- a. Operation, maintenance, support or similar of standard itslearning functionality/services.
- b. Implementation of new functionality in existing solutions. Changes or additions in specially developed applications must be agreed with the Integration Supplier as a new project.

## 5. Support after deployment of the service to production

Entering into this Agreement gives the Customer access to one certified support user who can contact Premium Support. Premium support covers support for the integration options to itslearning and the modules developed by Integration Supplier.

All support referrals linked to this Agreement shall go via the Integration Supplier's e-mail/web-based support system for Support (applicable e-mail address denoted in the Order form). The Integration Supplier does not guarantee that referrals to another e-mail address or via telephone will be processed in line with the service level agreed. Other terms and conditions for support follow the appendix on support to the main agreement.

## 6. Detailed specification of services

6.1. Maintenance of components in the Integration Supplier's operating environment. This Agreement obligates the Integration Supplier to maintain the components specified under Item 4 (Scope of the Agreement) in the Integration Supplier's operating environment. In the event of any changes in the hardware configuration, the Integration Supplier is obligated to make the necessary changes to ensure that the components listed in this Agreement are maintained.

6.2. Maintenance of communication between the Integration Supplier's and the Customer's operating environments The Integration Supplier is obligated to carry out maintenance in its own operating environment which maintains the communication interfaces necessary for the Customer to utilize the components described under Item4.

In the event of changes in services or communication channels, which require changes on the Customer's side, the Integration Supplier must notify the Customer of these changes one month before the changes, are effective, unless the Customer and Integration Supplier have explicitly agreed on a different schedule.

If the Customer wishes to make changes to the configuration of communication between its own and the Integration Supplier's environments, the Integration Supplier must be notified one month before the changes take effect. The Integration Supplier will have the opportunity to invoice the Customer in accordance with the applicable hourly rate for the actual work carried out.

6.3. Troubleshooting and fault correction Rectification of faults in services which are caused by factors within the Integration Supplier's area of responsibility shall be started within three hours of the fault being reported to the Integration Supplier's support service. If the fault is not rectified within three working days, the

Customer may request a reimbursement in the form of a refunded payment relating to the maintenance agreement for the period during which the application did not function satisfactorily.

Rectification of faults caused by factors outside of the Integration Supplier's area of responsibility shall be started within five working days. The Integration Supplier will have the opportunity to invoice the Customer in accordance with the applicable hourly rate for the actual work carried out.

If the Integration Supplier or Customer is unsure of where the responsibility for the fault lies, the Integration Supplier is obligated to begin troubleshooting within one working day. If the troubleshooting shows that the source of the fault lies within the Customer's area of responsibility, the Customer shall be notified in order to be able to make the decision on rectifying the fault. The Integration Supplier will have the opportunity to invoice the Customer for the actual troubleshooting work carried out in accordance with the applicable hourly rate. If the cause of the fault lies within the Integration Supplier's area of responsibility, the Integration Supplier shall continue work to fully rectify the fault.

6.4. Services specifically linked to importing user data in IMS Enterprise v.1.1. The Integration Supplier is obligated to maintain a Secure FTP file area for transfer of IMS Enterprise 1.1 XML files.

The Integration Supplier is obligated, via this Agreement, to run imports of files based on IMS Enterprise 1.1 once a day. The synchronization time is determined by the Integration Supplier after consultation with the Customer. The import run time shall normally not deviate from day to day, but if it is necessary to move the time of an import run, the Integration Supplier shall inform the Customer in advance.

During notified downtime of the operating environment for updates to the itslearning application or other components, the Integration Supplier may defer running the synchronization. Deferring synchronization shall not be permitted for longer than 48 hours.

If the Integration Supplier suspects there are errors in the data or data format from the Customer, the Integration Supplier may stop the import until the Customer has been contacted and any faults have been rectified.

The Integration Supplier emphasizes that this interface can only receive data from the Customer's own systems. Changes to imported data implemented in the itslearning main application cannot be communicated back via the interface.

6.5. Services specifically linked to IMS Enterprise Services SOAP interface The Integration Supplier is obligated under this Agreement to offer the same uptime and response time for the IMS Enterprise Services interface as the Customer has agreed in the Standard Service Subscription Agreement

The Integration Supplier is not responsible for problems and downtime in a third party's application related to the service

The Integration Supplier reserves the right to temporarily close access to the IMS ES service if the Customer's developed client is judged to constitute a risk for the operational stability of the service.

6.6. Specification of services for operated authenticating client (eLogin) The Integration Supplier is obligated under this Agreement to offer the same uptime and response time for eLogin login pages as the Customer has agreed in the Standard Service Subscription Agreement for itslearning.

The Integration Supplier bears no responsibility for the inability of a user to log into the service if there are technical problems with the Customer's or a 3rd party's authentication service, and will not consider this as downtime, even if the end user cannot log into the service.

The Integration Supplier has no means of offering password management when the customer's own authentication service is used, and bears no responsibility for problems linked to authentication errors or forgotten passwords.

Troubleshooting or rectification of faults lying outside the Integration Supplier's area of responsibility may be billed according to the applicable hourly rate. Examples of this type of fault in the Customer's environment may be, but not limited to:

- Changes have been made to the configuration in the authentication service which requires changes in itslearning, including certificate renewal. Itslearning can help free of charge, through the normal support service, for these types of changes when it's not been deemed a significant amount of work and its notified well in advance (3 weeks).
- Time drift on Customer's servers, where timestamps are used as part of authentication mechanisms.

6.7. Services specifically linked to the itslearning Export Toolkit (also including the interface for transferring assessments to SkoleArena) The Integration Supplier is obligated under this Agreement to offer the same uptime and response time for the Web Services interface between itslearning and a third party as the Customer has agreed in the General Operating Agreement for itslearning.

The Integration Supplier is not responsible for problems and downtime in a third party's application related to the service.

## 7. Prices

See the Order Form for a more specific view of rates for license of components and services.

The Integration Supplier reserves the right to adjust the standard hourly rate by up to 10% at the end of December. The component license price can be adjusted annually up to 10%.

## 8. The Integration Supplier's LIMITATION and conditions in relation to the Customer

8.1 The limits to liabilities and indemnifications is set by the TAC.

8.2 The Integration Supplier bears no responsibility for faults in the data foundation sent to the itslearning application for any of the above components.

8.3 The Integration Supplier bears no responsibility for faults occurring in applications that lie outside the Integration Supplier's operating environment.

8.4 The Integration Supplier bears no responsibility for faults that arise in the itslearning main application due to conflicts between data that has been manually created in the system and data imported via various APIs or services.

8.5 The Integration Supplier bears no responsibility for network faults occurring outside the operating environment for the itslearning standard service.

8.6 The Customer cannot make any changes to the data format used for any of the above components without presenting a detailed specification of the changes it aims to implement, at least one month before the changes enter into force. The actual work necessary from the Integration Supplier's side to support any changes will be invoiced in accordance with the standard hourly price.

8.7 Entire Agreement/Amendment. This Agreement supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof, constitutes the entire agreement among the parties, and cannot be amended unless mutually agreed upon in writing by all parties.

8.8 Titles. The titles used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the parties, by signing the Order Form as of the Effective Date.