Technical Consultancy Services

Updated November 30 2020

1. Parties to the Agreement

1.1. These terms and conditions apply to the service delivery components of the quote indicated in the Order Form, that when accepted form and Agreement between the Customer as denoted in the Order Form and the itslearning representative in the market (hereinafter known as the Service Supplier).

2.2. Upon signing of the applicable Order Form (the "Order Form) the Customer and Service Supplier agrees to the terms and conditions as set out herein

2. Objective of the Agreement

1.1. The objective of this Agreement is to regulate the distribution of responsibilities and the scope of delivery of customized solutions between the Service 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 an applicable license, service or support agreement.

3. Scope of the Agreement

1.1. Maintenance, operations and support of components implemented in relation to the acceptance of this quote is not covered by the terms and conditions set forth in this Agreement. The Integration Subscription Agreement covering the deliverables is available separately.

2.2. The validity of the Agreement expires at the end of the defined delivery acceptance period, see item 4.7.

3.3. The customer receives the right to use the integration, either created or implemented through the implementation project as set out in the Integration Subscription Agreement as an amendment to the Standard Subscription agreement. The Integration Subscription Agreement covering the deliverables is available separately; see appendix 2. The parties to the Integration Subscription Agreement are the Customer and the Integration Supplier as defined in the agreement.

4. Conditions of the Agreement

1.1. The Service Supplier will report on progress and the status of the project at agreed intervals. The Customer will be made aware any deviation to the estimated costs, unexpected costs and risks at the earliest possible time. Additional or changed functionality or requirements presented by the Customer during the implementation, as well as considerable changes to estimates provided by the Service Supplier must be agreed in writing.

2.2. The consultancy service will usually be billed once the Customer has conducted an acceptance test (see 4.6). The consultancy service may be invoiced hour by hour at the end of each month for ongoing projects. The consultancy service may be invoiced upfront for fixed price projects. The consultancy services quoted are, unless where expressly stated for each product under the heading "Prices and services", are considered to be an estimate and not a fixed price. Payment is due within 30 days of invoicing.

3.3. Project delays caused by circumstances on the Customer side or otherwise outside of the Service Supplier's control may have consequences for the Service Supplier's execution of the project, delivery date and may also have an impact on the total cost of the project.

4.4. Only registered itslearning users may make use of the tools or services developed during the project.

5.5. The Service Supplier retains the intellectual property rights to any code, functionality and non-customer specific documentation developed as part of the project.

6.6. Where applicable, the Customer will conduct tests of the functional deliverables on the Service Suppliers test system prior to submitting the functionality to the production system. Once submitted to production, the functional deliverables are regarded as accepted according to the project's requirements specification. Exceptions to this shall be listed under Item 5 for each product.

7.7. From the date the functional deliverables have been deployed to the production system, there will be an approval period of 15 calendar days. Before the end of the approval period, the Customer will submit to the Service Supplier a written statement of any findings or issues discovered, and whether the service delivery is regarded as completed according to the agreed specification.

If such a statement is not submitted within the given timeframe, the service delivery will be regarded by the Service Supplier as completed and accepted, and the project will be closed.

8.8. The Service Supplier's consultancy team is subject to availability, as the team members can also be offered to other projects while the Customer is assessing this quote. The Service Supplier also reserves the right to let it's team members work on multiple projects in parallel.

9.9. Any changes, amendments or objections pursuant to this Agreement shall be in writing.

10.10. The Service Supplier reserves the right to adjust the hourly billable rates once per year. This will happen at year's end, and rates may be adjusted up to 10%.

11.11. All prices quoted according to the Order form, and exclude VAT, sales tax or any other applicable tax or external cost.

12.12. By accepting and signing the quote contained herein, this Agreement will be appended to any existing contract between the Service Supplier and the Customer.

5. Product specific conditions and Requirements

1.1. Conditions applying to the delivery of IMS Enterprise 1.1 based synchronization of data from the customer's Student Administration System

Sample data files:
Data files must be delivered by the Customer to the Service Supplier in the XML IMS Enterprise 1.1 format or as agreed with the Service Suppliers technical consultant.

The consultancy service delivery can only be started once the customer has delivered the sample data.

Persons
When synchronizing data from the Customer's source system to the Customer's itslearning site, new users will be created based on the data in the source system. If the users from the source system need to be linked to the existing user accounts in itslearning when importing, the existing users in itslearning need to have the same synchronization key as the one delivered in the Customer's data documentation. The synchronization keys serve as an immutable ID that uniquely identifies the user in both source and target systems during its entire lifecycle.

If users are required to be linked in this way, the Customer is responsible for ensuring, as soon as possible and at the latest before deployment of the solution to production, that the correct synchronization key is added for the existing users. This is done manually or via the itslearning integrated tool for importing comma separated files. The Service Supplier can, if required, support in this process. This support is not included in the price quoted.

Hierarchy
When synchronizing data from the Customer's source system, the itslearning hierarchy will be rebuilt based on the structure provided by the source system. In a number of cases, this may result in the set-up of hierarchy levels with identical names. The customer shall, as soon as possible and before production setting at the latest, decide how the new and old hierarchy shall be treated and thus implement the necessary initiatives.

 The Service Supplier will release additional info on the IMS Enterprise data format and the information services upon request.

Acceptance test
The functional acceptance test of the solution is done on the basis of a complete or partial data set from the Customer's source system which demonstrates personal data, group/hierarchy structure and group membership.
When linking users, as described above, it is sufficient to update a number of test users using the correct synchronization key before the acceptance test takes place.

5.2 Conditions applying to the delivery of operated authentication clients (eLogin)
When authenticating against external systems, a method is required to connect users in itslearning and the external system. This is done using attributes which contain identical values in both systems, usually the username or personal ID number (synchronization key, see 5.1). It is the Customer's responsibility to create and maintain this data in the external system and to synchronize this with itslearning. In practice, For LDAP clients, the client must complete a form containing login details for the LDAP catalogue.
No acceptance test is carried out for authentication against standardized, federated services such as Feide, ID- porten, Kennisnet, WAYF, SWAMID or similar.

5.3 Conditions applying to the delivery of IMS Enterprise Services API
(IMS ES). Documented handover to the itslearning consultant is not
required for IMS ES.

The IMS ES interface is delivered under the condition that the Customer itself develops or acquires a suitable client. Before the project starts, the Customer shall establish a competent contact within the Customer/subcontractor, who shall make themselves familiar with the standard. Best practice and guidance from itslearning must be adhered to. Such practices and guidance are available on the itslearning [developer site](#).

5.4 Conditions applying to the delivery of integrations with the itslearning personal, app, extensions or other APIs not covered by the above.
Each delivery has to be defined with together with the customer and invoiced on a hour by hour basis. The customer has to host and maintain

6. Limitations and Clarifications

6.1 Limitations to the Service Delivery
The Service Supplier's consultancy service is limited as follows:
· The Service Supplier establishes and makes available a test environment against which the Customer can develop and test its client. No uptime or response time guarantee is given in this environment.
· The Service Supplier makes available documentation which details the itslearning integrations or extensions and any additions and deviations from the standard.
· The Service Supplier can provide advice and troubleshoot in relation to received IMS objects, web server logs, etc., and generally in connection with using IMS-ES to create persons and hierarchies in itslearning.
· The Service Supplier does not respond to purely programming-technical questions, or general questions on how to use web services.
· The Customer is responsible for any changes happening to their own systems, even when advised by the Service Supplier to implement changes. The Customer is responsible for the data integrity of the systems and making sure that these systems are ready and available for integrations.

6.3 itslearning AS or the Service Supplier may utilize publicly distributed software, documentation and information within the solutions provided to Client under the terms of this agreement, provided that said software, documentation, and information is either in the public domain or is licensed for public distribution under terms that do not conflict with the licensing of Client's products in which they are included.

6.2 Assignment.Any attempt to assign or transfer any rights, duties, or obligations herein shall render such attempted assignment or transfer null and void.

6.3 Liability.In no event shall the Service Supplier or itslearning AS be liable for any damages arising from the use of the software developed or the work performed under the terms of this Agreement.

6.4 Governing Law.This Agreement shall be construed in accordance with and governed by the laws as set out in the Standard Service Subscription Agreement applicable.

7. Data Protection

7.1 Duties pursuant to European Data Protection Legislation, including GDPR, should be governed by a separate Data Processor Agreement. By signing this Agreement the Customer confirms to have a Data Processor Agreement in place with itslearning. The Customer will act as a Data Controller and itslearning will Act as a Data Processor. The scope of delivery and this Agreement is seen as an instruction from the Customer to itslearning to process personal data on the Customer´s behalf.

7.2 If the scope of delivery involves transferring data to or from other 3rd party vendors, the Customer understands that they need a separate data processing agreement in place with such vendors. Unless otherwise explicitly agreed, 3rd party vendors are not a sub-processor of itslearning.

7.3 Integration delivery work is carried out in a separate integration staging environment,and deployed to production only with customer acceptance. The Customer acknowledges that this staging environment is outside the Supplier's main production environment. Due to the nature of the work, in contrast to the production environment, the Supplier's integration team has full access to the customer data in the staging environment. The Customer should consider this before sending any sensitive information to the staging environment, such as production passwords.

7.4 All data processed within the integration staging environment will be deleted as soon as the agreed and accepted solution is deployed to production.

7.5 itslearning has implemented appropriate technical and organisational measures to meet the requirements to European Data proception legislation and to ensure the protection of the personal data processed under this agreement. These measures can be found here: https://itslearning.com/global/your-data-matters/security-measures/

When providing technical consultancy services, the following technical and organizational measures will amend the measures described in the link above:

- Roles and responsibilities: as mentioned above, the roles and responsibilities of the itslearning integration team require full access to the staging environment
- Physical security: the staging environment is a single purpose on-premise server environment
- System availability: due to its nature, the staging environment does not have high redundancy or general availability