



# General Terms and Conditions for the “Engagy Ideas” Service

## § 1. DEFINITIONS

- 1.1. These General Terms and Conditions (hereinafter: GTC) set forth the “Engagy Ideas” Service (hereinafter: Service), rules of purchase, usage and cooperation between IT-Dev and the Client.
- 1.2. The terms used in these GTC shall have the following meaning
- a) **Administration Panel** – service provided by IT-Dev, enabling a self-service management of the service instances;
  - b) **Agreement** – arrangement between the Client and IT-Dev on providing the ‘Engagy Ideas’ Service. The General Terms and Conditions of the Agreement are described in this document;
  - c) **Client** – a party to the Agreement placing an order for the ‘Engagy Ideas’ Service;
  - d) **Client’s Tenant** – Microsoft 365 environment, in which the Client configured the Engagy Ideas service;
  - e) **Custom Action** – parametrized function assigned to the site, through which the it is possible to perform activities on Engagy Ideas entities;
  - f) **Error** – a malfunction of the Administration Panel or a service instance;
  - g) **Global Administrator** - Global admin role is for users who need global access to most management features and data across Microsoft online services. More information about admin roles can be found here: <https://docs.microsoft.com/en-us/microsoft-365/admin/add-users/about-admin-roles?view=o365-worldwide>
  - h) **Instance** - a service occurrence; a set of functionalities installed on Client’s Tenant that allows to use Engagy Ideas service. It consists of the following (but is not limited to): site pages, custom lists, navigation definition and web parts;
  - i) **Issue** – an issue related to the Instances or the Administration Panel addressed by the Client to the Service Desk;
  - j) **Managed Metadata Service** – a SharePoint service used to store hierarchical dictionaries – Term Stores;
  - k) **Microsoft Organization Account** – account enabling access to Microsoft products and services connected to the Client’s organization;
  - l) **Plan** – specifies the scope and parameters of the Service provided to the Client by IT-Dev;
  - m) **Process** - a process of Idea Submission, Approval and Project Execution represented in Engagy Ideas service with the usage of Traffic Light components.
  - n) **Process administrator** - a dedicated role within an app; A Global Administrator can assign this role to the users that should manage Engagy Ideas processes without assigning them a Global Administrator role;
  - o) **Process Instance** – see *Instance*;
  - p) **Repair Time** – the time needed for IT-Dev to consider a reported Error or remove an Error;
  - q) **Service** – the ‘Engagy Ideas’ service covering the Administration Panel, Instances and support Services;
  - r) **Service Desk** – a dedicated service website used to send Error reports and Issues regarding the Administration Panel or Instances and providing the Client with feedback about the reports’ status;
  - s) **SharePoint Application** – an application built based on the SharePoint Framework (<https://docs.microsoft.com/en-us/sharepoint/dev/spfx/extensions/overview-extensions>);
  - t) **SharePoint Custom List** - a table-like data structure that presents stored information in a form of a registry;
  - u) **SharePoint Dictionary** - a managed metadata, a set of hierarchical dictionaries used to tag elements stored within Custom Lists;

- v) **Site (SharePoint site)** – a collection of pages, lists and libraries in SharePoint;
- w) **Support Services** – technical support services consisting in handling Issues and resolving Errors;
- x) **Tenant App Catalog** – Client's Tenant app catalog (<https://docs.microsoft.com/en-us/sharepoint/use-app-catalog>);
- y) **Tenant id** – unique Client's Tenant identifier (<https://docs.microsoft.com/pl-pl/onedrive/find-your-office-365-tenant-id>);
- z) **Term Set** – a hierarchical dictionary created within Managed Metadata Service used to tag the content with dictionary values;
- aa) **Traffic Light** – (plural: Traffic Lights) an interface element that allows to track the idea submission and approval. It is a mechanism that shows current stage and status in the context of the whole process. Each of the stages is represented by a dedicated icon, that can be shown in different color (yellow, green or red). The color represents the status of current stage. Clicking a traffic light icon triggers the form defined for a stage and it allows to change the state of the process;
- bb) **Web Parts** – elements used to build the SharePoint page (<https://support.microsoft.com/en-us/office/using-web-parts-on-sharepoint-pages-336e8e92-3e2d-4298-ae01-d404bbe751e0>).

## § 2. AGREEMENT EXECUTION. TYPES OF PLANS.

- 2.1. The Agreement is concluded by placing an order by the Client, provided that the client's SharePoint Administrator confirmed its parameters through the Administration Panel. The moment of confirming the order parameters is at the same time the service commencement date.
- 2.2. The Service is available in the following Plans, differing in the scope of Services and Process complexity that can be covered by the Service.
  - 2.2.1. Free Plan with the following parameters:
    - 2.2.1.1. The Free Plan is free of charge,
    - 2.2.1.2. Up to 3 Traffic Lights per process Instance can be used
    - 2.2.1.3. Up to 1 Process Instance can be deployed
    - 2.2.1.4. Number of actions performed by all users limited to 10 per day
    - 2.2.1.5. Only default Idea management process can be used
    - 2.2.1.6. Lack of service deck access
  - 2.2.2. Basic plan with the following parameters:
    - 2.2.2.1. The Basic Plan is charged according to the price list,
    - 2.2.2.2. Up to 3 Traffic Lights per process Instance can be used
    - 2.2.2.3. Up to 3 Process Instance can be deployed
    - 2.2.2.4. Number of actions performed by all users limited to 100 per day
    - 2.2.2.5. Only default Idea management process can be used
    - 2.2.2.6. Automated creation of Microsoft Teams Idea Workspaces
    - 2.2.2.7. Access to the Service Desk,
    - 2.2.2.8. Technical Support for Errors and Issues,
    - 2.2.2.9. Guaranteed time for repairing Errors within 5 business days.
  - 2.2.3. Pro plan with the following parameters:
    - 2.2.3.1. The Pro Plan is charged according to the price list,
    - 2.2.3.2. Up to 15 Traffic Lights per process Instance can be used
    - 2.2.3.3. Unlimited number of Process Instance can be deployed
    - 2.2.3.4. Number of actions performed by all users is not limited
    - 2.2.3.5. It is possible to deploy modified Idea management process can be used
    - 2.2.3.6. Automated creation of Microsoft Teams Idea Workspaces
    - 2.2.3.7. Access to the Service Desk,
    - 2.2.3.8. Technical Support for Errors and Issues,
    - 2.2.3.9. Guaranteed time for repairing Errors within 3 business days.
- 2.3. Upgrading the plan version

- 2.3.1. The plan version may be upgraded at any moment by ordering a higher version of the plan,  
2.3.2. The cost of the plan upgrade will be calculated according to the price list

### § 3. SERVICE DESCRIPTION

- 3.1. The Engagy Ideas Service consists of:
- 3.1.1. Administration Panel,
  - 3.1.2. Process instances,
  - 3.1.3. Support Services.
- 3.2. The Administration Panel is available through via a web browser for Clients with an active Service as part of the purchased Plan. The Administration Panel enables the Client to perform the following:
- 3.2.1. Administration Panel Activation**
- 3.2.1.1. The Service is activated right after placing the order by confirming the purchase order data in the Administration Panel.
  - 3.2.1.2. Administration Panel Activation leads to:
    - Launch of Support Services,
      - Service Desk is made available to the Client,
      - Service Desk access data are sent to the e-mail address from the Order.
    - Enabling the Instances deployment
  - 3.2.1.3. IT-Dev will provide the Client with information necessary to activate the service.
  - 3.2.1.4. To perform the Service Activation procedure, the Client needs to have the following authorizations:
    - SharePoint Administrator for the purposes of adjustment in the SharePoint environment,
    - Global Administrator for the purposes of app registration in Azure AD.
- 3.2.2. Process Instance Deployment**
- 3.2.2.1. Process Instance Deployment takes place in the Administration Panel
  - 3.2.2.2. Process Instance Deployment is possible under the condition that the Service is previously activated, according to section 3.2.1 above.
  - 3.2.2.3. IT-Dev will provide the Client with information necessary to deploy the Process Instance.
  - 3.2.2.4. To perform the Process Instance Deployment procedure, the Client needs to have the following authorizations:
    - A Process Administrator or a Global Administrator, that has to be also granted the roles of:
    - Site Collection Administrator of a Tenant App Catalog site,
    - Term Store Administrator,
    - Site Collection Administrator of a site where Process Instance is deployed.
    - During a Process Instance Deployment procedure it is necessary to provide an application identifier and a secret that are going to be used to perform operations within a SharePoint Site where Process Instance is deployed in. The application has to have a full control rights (not requiring user context) within this Site Collection. IT-Dev will provide the Client with information necessary to create such an application. Thanks to this, all full control access rights necessary to perform operations on SharePoint objects are limited only to sites Process Instances are deployed within.
  - 3.2.2.5. As a result of Process Instance Deployment procedure as part of the Client's Tenant, the following modifications take place:
    - The Engagy Ideas SharePoint Application is added to the Tenant App Catalog,
    - Managed Metadata term sets used by Process Instance are added to Managed Metadata Service,
    - A site collection selected during the Process Instance Deployment procedure is created and/or configured (in terms of page sites creation, navigation nodes creation and web parts configuration).
- 3.2.3. Process Instance Removal,**
- 3.2.3.1. Process Instance Removal takes place in the Administration Panel
  - 3.2.3.2. IT-Dev will provide the Client with information necessary to remove the Process Instance.
  - 3.2.3.3. To perform the Process Instance Removal procedure, the Client needs to have the following authorization:

- Process Administrator or Global Administrator.

3.2.3.4. As a result of Process Instance Removal procedure as part of the Client's Tenant, the following modifications take place:

- Web Parts created and configured during a Process Instance Deployment will no longer display any content. The registry data stored within a SharePoint Site will still be accessible. Site Pages, Navigation, Managed Metadata Term Sets and access rights definitions will remain intact. From the moment of Process Instance Removal, SharePoint site that hosted the Process Instance will behave as normal SharePoint site without Engagy Ideas service activated.

#### 3.2.4. Engagy Ideas SharePoint Application Update

3.2.4.1. Engagy Ideas SharePoint Application Update takes place in the Administration Panel

3.2.4.2. IT-Dev will provide the Client with information necessary to update Engagy Ideas SharePoint Application.

3.2.4.3. The Client is informed about the possibility of updating the Engagy Ideas SharePoint Application the in the Administration Panel.

3.2.4.4. To perform the Engagy Ideas SharePoint Application Update procedure, the Client needs to have the following authorization:

- Process Administrator or Global Administrator in addition to being a Tenant App Catalog Site Collection Administrator

3.2.4.5. As a result of Engagy Ideas SharePoint Application Update procedure as part of the Client's Tenant, the following modifications take place:

- An updated Engagy Ideas SharePoint Application is added to Tenant App Catalog.

#### 3.2.5. Engagy Ideas SharePoint Application Removal,

3.2.5.1. Engagy Ideas SharePoint Application Removal takes place in the Administration Panel

3.2.5.2. IT-Dev will provide the Client with information necessary to remove the Engagy Ideas SharePoint Application.

3.2.5.3. To perform the Engagy Ideas SharePoint Application Removal procedure, the Client needs to have the following authorization:

- Process Administrator or Global Administrator in addition to being a Tenant App Catalog Site Collection Administrator.

3.2.5.4. As a result of Engagy Ideas SharePoint Application Removal procedure as part of the Client's Tenant, the following modifications take place:

- The Engagy Ideas SharePoint Application is removed from Tenant App Catalog
- Web Parts created and configured during a Process Instance Deployment will no longer display any content. The registry data stored within a SharePoint Site will still be accessible. Site Pages, Navigation, Managed Metadata Term Sets and access rights definitions will remain intact. From the moment of Process Instance Removal, SharePoint site that hosted the Process Instance will behave as normal SharePoint site without Engagy Ideas service activated.

3.2.6. Displaying the currently planned and performed installation, update and deinstallation operations mentioned under section 3.2 above,

3.2.7. Displaying historical installation, update and deinstallation operations mentioned under section 3.2 above.

### 3.3. Process Instance deployed within SharePoint Site.

3.3.1. A single Process Instance can be deployed on a single SharePoint Site.

3.3.2. Instance allows to:

3.3.2.1. Displaying, creation, modification or deletion of the ideas within a registry,

3.3.2.2. Idea Management Process progression – the approval, evaluation, correction (as stated in process definition) via Traffic Lights mechanism,

3.3.2.3. Idea filtering and sorting,

3.3.2.4. Creation of a new project entries using information from approved ideas,

3.3.2.5. Displaying, modification or deletion of project entries,

3.3.2.6. Working with idea and project attachments,

3.3.2.7. Automated creation of dedicated project workspaces (as a part of plans Basic and Pro).

3.3.3. Upon site configuration during Process Instance Deployment procedure, the following modifications are made:

- 3.3.3.1. Local navigation modification,
  - 3.3.3.2. Custom list creations that serve as a data store for Ideas and Projects.
  - 3.3.3.3. Site pages creation with added web parts. These pages are used to display and interact with the projects and ideas registries;
  - 3.3.3.4. Permission group creation, roles definition assignment;
  - 3.3.3.5. Managed metadata term set creation.
- 3.4. Using support services mentioned under § 9 of the GTC by redirecting to the Service Desk, in particular:
- 3.4.1. Reporting an Error,**
- 3.4.1.1. Errors are reported via the Service Desk.
  - 3.4.1.2. Access to the Service Desk is granted to the e-mail address used to place the Order.
  - 3.4.1.3. The Client may report demand for additional access to the Service Desk by submitting an Issue at the Service Desk.
  - 3.4.1.4. The Client may report demand for removing an access account to the Service Desk by submitting an Issue at the Service Desk.
  - 3.4.1.5. At a given moment, the Client must have at least one Service Desk access account.
  - 3.4.1.6. Error handling is described in §9 section 9.2.
- 3.4.2. Submitting Issues,**
- 3.4.2.1. Issues are submitted via the Service Desk.
  - 3.4.2.2. The rules of gaining access to the Service Desk are described in section 3.4.1 above.
  - 3.4.2.3. Issue handling is described in §9 section 9.2.
- 3.4.3. Termination of the Service,**
- 3.4.3.1. Termination of the Service involves the removal of the Engagy Ideas SharePoint Application from the Client's Tenant and removal of information on the Client's Tenant from the Service environment.
  - 3.4.3.2. Termination of the Service may be effected by submitting a request in the form of an Issue in the Service Desk or by sending a message using the contact form available on <https://engagy360.com> (for the Free plan).
    - The Client and Client's Tenant information is removed within 5 business days from the submission of the request. IT-Dev shall keep the information necessary to prove the fact that services have been provided for purposes of evidence and for tax accounting purposes according to the Privacy Policy.
    - Termination of the Service shall result in having the access to the Service Desk turned off.
    - The Client will be informed by e-mail on the removal of Client and Client's Tenant information; the e-mail will be sent to the address of the person requesting the information to be removed.
  - 3.4.3.3. Removal of the information on the Client and the Client's Tenant is conditioned upon previous removal of Engagy Ideas SharePoint Application.
  - 3.4.3.4. After Service Termination, the Client will not be able to use the Administration Panel.
  - 3.4.3.5. In order to completely remove the links to Engagy Ideas service, the Engagy Ideas' Azure AD application needs to be deleted from the Client's Azure Active Directory. This must be done by the Client's representative.

#### § 4. SERVICE PROVISION

- 4.1. Provision of Services is subject to the following technical requirements:
- 4.1.1. Microsoft/Office 365 plus the following requirements:  
<https://www.microsoft.com/en-ww/microsoft-365/microsoft-365-and-office-resources>,
  - 4.1.2. Web browser supported by Microsoft 365. More information may be found here:  
<https://www.microsoft.com/en-ww/microsoft-365/microsoft-365-and-office-resources>,
  - 4.1.3. Setting up the Tenant App Catalogue within the Tenant,
  - 4.1.4. Service access is possible for users logged with Organization's Microsoft account only,
  - 4.1.5. The Tenant containing SharePoint Online service configured in the modern variant – the Modern Experience,

4.1.6. The access to SharePoint service should not be blocked neither by IP filtering nor any other conditional access setting. Doing so may result in installation or deployment errors. More about this issue can be found here: <https://docs.microsoft.com/pl-pl/azure/active-directory/conditional-access/overview>.

- 4.2. Ensuring the conditions set forth under 4.1 shall be the responsibility of the Client, who shall cover any costs of ensuring such conditions and maintaining them as required by the suppliers of such solutions.
- 4.3. The Order may contain additional technical conditions connected with adjusting the Service to the individual requirements of the Client. If it does, the additional technical conditions contained in the Order shall prevail over the requirements set forth in this paragraph.

## § 5. LIABILITY FOR SERVICES

- 5.1. IT-Dev's liability towards the Client shall be limited to an actual loss, however not exceeding the amount paid by the Client for the purchase of the Services, except for damages intentionally caused to the Client by IT-Dev.
- 5.2. To the applicable extent, notwithstanding other provisions of these GTC, IT-Dev shall not be liable under implied warranty for defects.
- 5.3. IT-Dev guarantees the completion of custom process deployment according to the Client's specification and the to the requirements of Microsoft 365 platform.

## § 6. LICENSING OF WORKS RELATED TO PROVISION OF THE SERVICE

- 6.1. IT-Dev shall retain sole ownership of any intellectual property rights to each expression of creative activity of an individual nature, fixed in any manner (copyrighted work), including software created or provided in connection with provision of the Service.
- 6.2. IT-Dev grants to the Client a license to use the Works,
  - 6.2.1. Constituting a computer program – in the following fields of exploitation: **(a)** permanent or temporary multiplication of a computer program in whole or in part, including for the purpose of displaying, using, transferring and storing – in order to use the computer program solely for internal use of the Client, for communication purposes; **(b)** granting use or lease of a computer program or its copy – in order to use the computer program solely for internal purposes of the Client, for communication purposes,
  - 6.2.2. other than a computer program – in the following fields of exploitation: **(a)** in the field of recording and reproducing the Works – making their copies on any media and using any technique – for the purpose of using the Works solely for the internal use of the Client, for communication purposes; **(b)** in the field of distributing the work – displaying and reproducing – for the purpose of using the Work solely for internal use of the Client, for communication purposes.
- 6.3. License granted to the Client by IT-Dev to an IT-Dev work generated or made available in connection with performance of the Service ("**Work**") shall mean a non-exclusive and non-transferable right to use the Works for internal purposes of the Client, i.e. for the completion of the Client's activities for a purpose directly related to its business, according to the Agreement.
- 6.4. The license shall be granted upon the transfer of the Work or making it available for use.
- 6.5. The term of the license, number of users, number of Client tenancies and the number of users shall be set forth in the Order.
- 6.6. The Client must not grant sub-licenses.
- 6.7. Making changes to the Work, including modifying, shortening, combining or altering it, shall be prohibited. If the Client breaches the license conditions, IT-Dev shall have the right to terminate it without notice period.

## § 7. REMUNERATION

- 7.1. The Client shall pay IT-Dev the remuneration set forth in the Order, gross of the applicable VAT, if such remuneration is stipulated in the Order.
- 7.2. The fees set forth in the Order or resulting from it shall be paid through the digital store through which the Order was submitted, according to its price list or in a manner set forth individually in the Order submitted directly to IT-Dev.

## § 8. TERMINATION AND EXPIRY OF THE AGREEMENT

- 8.1. The Agreement shall terminate upon the elapse of the term of the Service provision set forth in the Order.
- 8.2. The Client may terminate the Agreement at any time with a one month written notice. If the Client terminates the Agreement before the elapse of the term of the Agreement, IT-Dev shall transform the Agreement into a corresponding Plan with monthly settlement at rates resulting from the service price list, shall deduct the cost of use of the service according to the price list, and the remaining amount shall be returned to the Client. Payment for provision of Additional Services shall not be reimbursable.
- 8.3. The Client shall have the right to terminate the Agreement with immediate effect if IT-Dev is at least 7 days in delay with the performance of its obligation or its material part and after previous notification in writing or by electronic means. In such case IT-Dev shall reimburse to the Client the remuneration paid in the amount proportional to the remaining term of the Service and corresponding to the value of the non-performed Orders.

## § 9. TECHNICAL SUPPORT

- 9.1. For clients with Basic and Pro plans IT-Dev shall provide technical support services for the term of the Agreement, free of charge, according to the following principles.
- 9.2. Processing of issues and errors:
  - 9.2.1. The Client may report Errors and Issues to the dedicated Service Desk. If the Service Desk is not available, the Report may be sent through the Contact Form at <https://engagy360.com>.
  - 9.2.2. To facilitate the processing of the report, the Client shall fill in all the fields in the Service Desk form marked as required.
  - 9.2.3. If filing the report using the form at the page to the address provided under 9.2.1. the Client shall make all efforts for the report to include at least the following information: (i) report title – allowing for identification of the Error report or the Issue; (ii) Error description and the date when the Error took place. The report description must allow for determining the Error's location (including but not limited to the URL address), description of the defect and (if possible) screenshots documenting the Error.
  - 9.2.4. The error repair time depends on the existing plan. The repair time shall be counted Monday to Friday, between 8.00 a.m. and 4.00 p.m., except for public holidays (hereinafter referred to as the "Business Days").
  - 9.2.5. IT-Dev shall make efforts to examine the Error and/or repair the Error by the time resulting from the existing plan. If the Error cannot be removed within the time frame set forth in the previous sentence, until the Error is repaired IT-Dev shall provide a workaround.
  - 9.2.6. IT-Dev shall answer the Issues by the time stipulated in the Client's existing Plan.
  - 9.2.7. IT-Dev's obligation to provide technical support services free of charge shall not pertain to errors resulting from:
    - (i) individual adjustments of SharePoint site made by the Client, (ii) Client's actions (or omissions).

## § 10. COLLATERAL

- 10.1. If a third party reports to the Client claims regarding the Work or its elements for reasons attributable solely to IT-Dev, then – upon notification from the Client – IT-Dev shall not fail to immediately proceed with examining the issue and shall undertake defense against such claims at its own cost and risk and also shall pay justified claims resolved in a settlement resulting from such claims, and if such recourse claims from the Client are awarded by a court, shall reimburse to the Client the whole amount of the paid claims, provided that IT-Dev receives: **(a)** written notification of such claim by the time allowing IT-Dev to get acquainted with it and prepare a response; **(b)** full and sole right to control and direct the discovery proceedings, defense and settlement proceedings (if any) regarding the claim; **(c)** justified assistance from the Client at IT-Dev expense.
- 10.2. If the use of the Work by the Client so requires (or may require, in IT-Dev's opinion) or if it is required by a settlement or if IT-Dev determines that such action is justified for the Client to avoid material liability, IT-Dev may, at its sole discretion, replace the Work with an essentially and functionally similar Work or otherwise allow the Client to continue using the Work.
- 10.3. The Parties hereby agree that if a third party reports claims to the Work for reasons attributable to the Client, upon receiving the claim IT-Dev shall immediately notify the claims to the Client, who shall not fail to immediately proceed

with examining the issue and shall undertake defense against such claims at their own cost and risk and also shall pay any justified IT-Dev claims, and if such recourse claims from IT-Dev are awarded by a court, the Client shall reimburse to IT-Dev the whole amount of the paid claims, as well as any connected expenses and fees, including the costs of the court proceedings and reasonable legal costs, provided that the Client receives from IT-Dev: **(a)** notification of such claim (if the claim is submitted to IT-Dev); **(b)** necessary assistance from IT-Dev at the Client's expense.

#### **§ 11. NON-DISCLOSURE**

- 11.1. IT-Dev represents that the access rights to the Client's Tenant are used solely for the purpose of performing the services described under paragraph 3 and that no content of the site or of the documents from the Client's Tenant is sent to IT-Dev services.
- 11.2. IT-Dev shall not share information on Client's Tenant sites to third parties for purposes other than the provision of the Service to the Client.
- 11.3. The information obtained from Client's Tenant sites shall be stored solely for the period required to provide the service.

#### **§ 12. PROCESSING AND PROTECTION OF PERSONAL DATA**

- 12.1. Personal data of the persons authorized to represent the Client and Client's employees provided in connection with signing and performance of the Agreement binding the Parties are processed in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR") and the Personal Data Protection Act dated 10 May 2018.
- 12.2. The Controller of the personal data of the persons authorized to represent the Client and Client's employees provided in connection with signing and performance of the Agreement binding the Parties is IT-Dev sp. z o.o. with its registered seat in Wrocław, pl. Wolności 7b, 50-071 Wrocław (hereinafter referred to as the „Controller“). You can contact the Controller by sending an email at [biuro@it-dev.pl](mailto:biuro@it-dev.pl) and by traditional mail at the Controller's seat address indicated above.
- 12.3. Personal data will be processed for the following purposes: (a) conclusion and performance of the Agreement – the legal basis for the processing is the necessity of data processing for the conclusion and performance of the Agreement or for taking actions at the request of a data subject before concluding the agreement; and in the case of the persons representing the legal persons involved in the performance of the Agreement the legal basis for data processing is the necessity to process to exercise the legitimate interest of the Controller or a third party (Article 6(1)(b) and (f) of GDPR); (b) establishing, pursuing or defending against claims connected with the concluded Agreement – the legal basis for data processing is the necessity of processing to exercise the Controller's legitimate interest. In this case the Controller's legitimate interest is the possibility to establish, pursue or defend against claims (Article 6(1)(f) of GDPR); (c) for tax and accounting purposes, the legal basis for data processing is the necessity of processing to carry out the legal obligation of the Controller (Article 6(1)(c) of GDPR);
- 12.4. The personal data mentioned under section 12.1 above may be disclosed to: the entities delivering and supporting IT systems used by the Controller and entities providing services connected with the Controller's ongoing activities – under relevant data processing agreements and while ensuring the application by the above-mentioned entities of adequate technical and organizational measures to ensure data protection and the entities authorized under commonly applicable legal provisions, including, without limitation, the institutions authorized to control the Controller's activities or the institutions authorized to obtain personal data under legal regulations.
- 12.5. The personal data mentioned under section 12.1 above shall be processed: (a) until the termination or expiration of the Agreement or (b) until the expiration of the statute of limitation for the claims under the Agreement or (c) until the Controller's legitimate interest is exercised or (d) until the lapse of the personal data retention obligation period under commonly applicable legal provisions (e.g. the obligation to retain accounting documents).
- 12.6. In connection with personal data processing, the data subject shall have the right to: data access, data rectification, data removal, data processing restriction, objection to data processing, data portability. The data subject shall be entitled to these rights in cases and within the scope of the applicable law. In relation to the processing of their



personal data, the data subject shall also have the right to file a complaint with the supervisory authority – the President of the Personal Data Protection Office.

- 12.7. Providing personal data is voluntary, although it is necessary to conclude the Agreement. Failure to provide personal data within the necessary scope shall prevent the conclusion of the Agreement.
- 12.8. The Controller shall not make automated decisions, including the decisions resulting from profiling, based on the personal data of the persons referred to under section 12.1 above.
- 12.9. The Client represents that they have reviewed the contents of this personal data processing information clause constituting an appendix to the GTC and agrees to provide the above information on personal data processing to the persons whose data have been provided to the Controller in connection with the conclusion and performance of the Agreement, indicating themselves as the source of the personal data, and to inform about the scope of the data provided to the Controller. This obligation shall also be fulfilled with respect to every new person and representative whose data have been or will be provided to the Client. This obligation shall be performed based on the clause template, constituting an appendix to the Agreement.
- 12.10. The personal data of the Client's representative that are processed during the use of the Service includes:
  - Tenant id,
  - user's email address.
- 12.11. The "Engagy Ideas" software processes personal data in the following scenarios
  - performing self-service operations in the Administration Panel. In order to enable performing self-service operations in the Administration Panel, the user is required to log in with the organization account. The user account is not duplicated or created by IT-Dev.

### **§ 13. FORCE MAJEURE**

- 13.1. Should any of the Parties of this Agreement have to suspend or delay their activities under this Agreement in a Force Majeure event, they shall immediately inform the other Party about it in writing, but no later than within five (5) Business Days from the date of notification opportunity, describing the event, its cause and consequences for the performance of this Agreement.
- 13.2. For the purposes of this Agreement, a Force Majeure event means any external event, activity or state beyond the Parties' control that is impossible to predict by any Party, with negative impact on the Agreement performance, including, without limitation, any event, activity or state that delays or prevents the performance of obligations under the Agreement, to the extent such activity, event or state: (i) is beyond the control of the Party invoking it and could not have been predicted, avoided or prevented by the Party, and (ii) does not result from activities, negligence or delays of the Party; (iii) is not an activity, event or state with consequences and resulting risk the Parties agreed to accept under the Agreement; (iv) with regard to emergencies, including natural disasters, that may affect the Subject of the Agreement and could not have been predicted due to their duration or intensity, for the avoidance of doubt, it shall be understood that no public communication regarding such events enables their prediction.
- 13.3. A Force Majeure event includes, without limitation: wars (declared or undeclared) and other military operations, invasions, terrorist acts, mobilizations or embargos, radioactive radiation or radioactive contamination, rebellion, revolution, uprising, military or civil takeover or civil war, a strike conducted in accordance with the applicable law, revolt, unrest or riots, natural disasters, such as earthquake, flood, epidemic, fire and others.
- 13.4. The Party that submitted such written notification shall be relieved from their obligations or meeting the deadline of their obligations for the duration of this event or its consequences. The deadline for the performance of mutual obligations shall be appropriately extended for the duration of the event mentioned above.
- 13.5. The Party affected by a Force Majeure event shall undertake appropriate efforts to minimize its consequences and resume the performance of this Agreement as soon as possible.
- 13.6. The delay or failure to perform the provisions of this Agreement caused by a Force Majeure event shall not constitute the basis for:
  - 13.6.1. the termination of this Agreement, subject to section 13.7 below,
  - 13.6.2. pursuing any claims for damages or additional costs incurred by the other Party.
- 13.7. Should the performance of this Agreement be delayed or suspended for an uninterrupted period of 30 days, each Party shall have the right to terminate this Agreement by submitting a written notification to the other Party. Should

the Parties fail to use the above right within 60 days from the first day of the opportunity to terminate the Agreement, the Parties shall lose the right to terminate the Agreement. In such case IT-Dev shall reimburse to the Client the paid remuneration in the amount proportional to the remaining term of the Service, set forth in the Order.

#### § 14. FINAL PROVISIONS

- 14.1. This GTC have been drafted based on the applicable law, including, without limitation:
- a) the Act on Provision of Services by Electronic Means dated 18 July 2002 (Polish Journal of Laws No. 144, item 104, as amended);
  - b) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, OJEU L 2016 No. 119, p. 1, hereinafter referred to as "GDPR") and other commonly applicable provisions of Polish personal data protection law;
  - c) the Civil Code Act of 23 April 1964 (Polish Journal of Laws of 1964 No. 16 item 93, as amended).
- 14.2. The GTC are available for the Client at [https://ideas.engagy360.com/assets/docs/Terms\\_of\\_use.pdf](https://ideas.engagy360.com/assets/docs/Terms_of_use.pdf).
- 14.3. By ordering the Service, the user confirms that they have reviewed these GTC and understood their contents and accepts all their provisions.
- 14.4. Should any of the provisions of these GTC be or become ineffective or invalid, the effectiveness and validity of the remaining provisions shall remain intact. Ineffective or invalid provisions shall be replaced with provisions that are legally acceptable and suit best the regulatory intention of IT-Dev at the time of establishing these GTC.
- 14.5. Introduction of new or amended GTC by IT-Dev shall have no impact on the contents of contractual relationships established prior to such a change.
- 14.6. The changes to these GTC introduced by IT-Dev during the term of the Agreement shall be binding for the Client, provided that their contents are submitted to them by IT-Dev to the email address of the Client's Coordinator and the Client does not terminate the Agreement within 14 days from the date of delivering them to the Client. Should the Agreement be terminated in the manner described above, the Agreement shall be dissolved by the last day before the introduced changes enter into force. In such case IT-Dev shall reimburse to the Client the paid remuneration in the amount proportional to the remaining term of the Service, set forth in the Order. For the avoidance of doubt, the Parties indicate that the publishing of new or amended GTC by IT-Dev shall not change the terms and conditions of the Agreement, unless the new or amended terms and conditions are submitted to the Client as described in this paragraph.
- 14.7. Any notifications for the Client concerning the Agreement may be sent in electronic format to the email address of the Client's coordinator indicated in the Order.
- 14.8. Any advertising materials concerning the Services are of an informative nature only, while the provisions of this Agreement, including these GTC, shall constitute legally binding terms.
- 14.9. Any disputes resulting from the Agreement shall be settled by the common court competent for the registered seat of IT-Dev.
- 14.10. In matters not stipulated in the Agreement, the provisions of Polish law shall apply, including, without limitation, the provisions of the Civil Code, the Copyright and Related Rights Act and the Act on the Provision of Services by Electronic Means.
- 14.11. Should there be any discrepancies between the contents of these GTC and the provisions of the Order form, the provisions of the Order shall take precedence.
- 14.12. All rights and obligations arising under the Agreement, upon the request of the Client of IT-Dev, may only be transferred by means of an assignment onto a new entity, called the New Client ("New Client"), after obtaining a written consent of IT-Dev.
- 14.13. The Parties shall, without undue delay, provide each other with information necessary to perform the Services and notify about any circumstances that may affect the proper performance of the Agreement.
- 14.14. The Party shall provide a contact person for the other party ("Coordinator") to ensure effective collaboration and communication for the performance of the Agreement. The Coordinator shall be authorized to approve the prepared materials, documents, products and services (which includes signing the protocols on behalf of the Party). Each Party may rely on the decisions and approvals of the other Party's Coordinator (except for the situations where

the other Party requires the approval of any change to the Agreement by other persons). The Coordinators shall manage the entire communication between the Parties. During the collaboration, the Coordinator of one Party shall be available to the other Party. Appointing or changing the Coordinator or their contact information shall not constitute an amendment to the Agreement and does not require written form.

14.15. The appendices constitute a part of these GTC.

14.16. Appendices: Appendix No. 1 - Data on the Client's tenant collected by IT-Dev in connection with providing Services.

1. The Engagy Designs application collects basic telemetric data of references to service endpoints. For this purpose it uses the Azure Application Insights service. The telemetric data concerns load, performance and usage metrics, exception reports and other diagnostic data, including, without limitation:
  - Web server telemetry - HTTP requests. Uri, time taken to process the request, response code, client IP address. Session id.
  - Web pages – Page, user and session counts. Page load times. Exceptions. AJAX calls.
  - Performance counters – Memory, CPU, IO, Network occupancy.
  - Client and server context – OS, locale, device type, browser, screen resolution.
  - Exceptions and crashes – stack dumps, build id, CPU type.
  - Dependencies – calls to external services such as REST, SQL, AJAX. URI or connection string, duration, success, command.
  - Availability tests – duration of test and steps, responses.
  - Trace logs and custom telemetry – anything you code into your logs or telemetry.
2. Since the telemetry collection service does not have custom adjustments, the data allowing to identify service users / personal data are not collected, pursuant to the declaration of Microsoft (<https://docs.microsoft.com/pl-pl/azure/azure-monitor/app/data-retention-privacy>).
3. HTTP requests are anonymized automatically.
4. The Administration Panel collects the following information identifying the user's tenant for licensing purposes:
  - Tenant id,
  - SharePoint Online service address,
  - information on conducted implementation and activation operations, along with the login of the user performing the operation,
  - Information on sites (addresses) with activated or historically activated Themes.
  - Information on user data (access token, email address) calling the operation for the duration of the operation.