

# TERMS OF USE OF Studi.ly

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## LEGAL TERMS

### 1. INTRODUCTION TO THE AGREEMENT

- 1.1. These Terms of Use set out the legal framework for inLogic A/S', CVR No. 33 58 36 05 (hereinafter "**the Supplier**") cloud-based Software as a Service ("**SaaS**") solutions, including the Supplier's Microsoft Teams App "Studi.ly" (the "**Solution**").
- 1.2. These Terms of Use and associated Annexes, together with the offer accepted by the Customer by downloading the Solution in the Microsoft Store, constitute the "Agreement" between the Parties. This Agreement form the complete agreement between the Parties and replace all previous oral and written agreements between the Parties related to the Solution
- 1.3. The Solution is, at the time of the conclusion of the Agreement, built on the Microsoft Azure platform. The Customer is at all times obligated to ensure and bear the costs of ensuring that the Customer possesses the required machine and network capacity in their own environment to be able to use the Solution optimally, including future updates. Backup is only part of the Solution if this is explicitly opted in by the Customer.
- 1.4. The Supplier reserves the right to change these terms – with the exception of Annex 1 – without notice. It is incumbent on the Customer to keep abreast of the applicable terms of business at any time.

### 2. ABOUT THE SOLUTION

- 2.1. We refer to the description of the Solution available on our website: <https://www.studi.ly/#/> and the information available in the Microsoft Store in connection to download of the Solution.
- 2.2. At the start of the agreement period, the Solution will be set up for the Customer and include the features and modules presented in connection to download of the Solution in the Microsoft Store.
- 2.3. The Solution and related services must always be provided in due time, in a quality, to an extent and in a way that complies with these Terms of Use and normal good practice recognized within the Supplier's line of business. However, Supplier does not warrant that the Solution will work without any interruptions or discontinuations or that the Solution will always work perfectly. Supplier does not warrant any specific result or outcome from the Customer's use of the Solution or any related services
- 2.4. The Supplier is entitled to change the functionality and design of the Solution continually at its own discretion. The Supplier strives not to change the core functionality of the Solution.

### 3. COMMENCEMENT AND DURATION

- 3.1. The Agreement commences as specified in the offer accepted by the Customer.

- 3.2. The Customer must accept these Terms of Use and the Data Processing Agreement upon the Customer's subscription to the Solution. It is voluntary for the Customer to accept the Terms of Use and the Data Processing Agreement. However, if the Customer does not accept the Terms of Use and the Data Processing Agreement, the Supplier cannot make the Solution available for the Customer.
- 3.3. The Agreement shall remain in force until terminated in accordance with section 10 in these Terms of Use.

#### **4. PRICES AND PAYMENT**

- 4.1. Prices for the Solution applicable from time to time is stated in the Microsoft Store. Customers will be notified of the specific prices applicable in connection to download of the Solution.
- 4.2. The subscription price for the Customer is based on the number of active users per service in the Solution per month. Payment for subscription to the Solution is made in advance and for a period of 30 days at a time.
- 4.3. The Customer's use of the Solution assumes that the Customer has subscribed to a valid subscription for that period. The Supplier reserves the right, with reasonable notice, to change the price of the subscription for the Solution.
- 4.4. Where the Supplier provides assistance, which is not covered by the agreed subscription service, this shall be settled according to the time elapsed according to the hourly rates applicable for consultancy assistance (as of the latest update of these Terms of Use, the hourly rate applicable for consultancy assistance is EUR 155 per hour).

#### **5. LICENSE AND INTELLECTUAL PROPERTY RIGHTS**

- 5.1. All rights of ownership and title to the Solution– including intellectual property rights such as copyrights, design rights, patents, inventions, ideas, know-how and trademarks – remain the property of the Supplier and/or its licensors (including Microsoft Inc.). This includes all rights developed by or for the Supplier in the course of providing the Solution, technical support or other services to the Customer.
- 5.2. Nothing in these Terms of Use or in the cooperation between the Parties transfers ownership of any intellectual property rights in the Solution to the Customer.
- 5.3. Subject to the Customer's final and effective payment of all remuneration, costs and expenses, the Customer, upon conclusion of the Agreement, obtains a non-exclusive, time-limited and non-transferable right of use for the Solution. With due respect of any third-party rights, the Supplier holds all rights, including intellectual property rights and any know-how, to the Solution and the associated system and database. The Solution is based on Microsoft Modern Work Place and the Microsoft Azure platform to which Microsoft Inc. holds all rights, including intellectual property rights and any know-how.

- 5.4. Unless otherwise expressly stated, the licence covers the specific legal entity which has concluded the Agreement with InLogic. At operational centres, all legally separate schools must purchase their own license.
- 5.5. The Customer owns the property rights to the data that the Customer uploads to the Solution. However, the Customer grants the Supplier a non-exclusive license to use the Customer's data in anonymised form. However, the rights of the Supplier are, in any event limited to the operation, promotion, and development of the Solution and must never result in the Customer's confidential data being disclosed to third parties in a non-anonymised format.
- 5.6. The Supplier may ask for the Customer's consent to use the Customer's name and logo as reference on the Supplier's websites.

**6. MAINTENANCE AND UPDATES**

- 6.1. To keep the Solution running optimally and to ensure more value for the Customer, it is necessary to continuously maintain both hardware and software. The aim is to perform updates without inconvenience to the Customer, but it may be necessary to restrict access to the Solution for a limited time to perform these. In the event of restricted access, this will occur, to the extent possible, outside regular office hours.

**7. SUPPORT AND SLA**

- 7.1. The Supplier provides support for errors and defects by chat, helpdesk, and email on ordinary business days from 8:30 a.m. until 4:00 p.m. ("Opening Hours") (CET+ 1).

	Criterion	Response time during Opening Hours	Time
<b>Priority 1</b> Critical	<ul style="list-style-type: none"> <li>System crashes</li> <li>All users in the same central function are prevented from performing their work</li> <li>Error with business-critical impact</li> <li>Lack of access to relevant data</li> </ul>	< 7,5 Opening Hours	Work uninterrupted until the error has been corrected – also continued outside Opening Hours
<b>Priority 2</b> Urgent	<ul style="list-style-type: none"> <li>Increased response times that burden business-critical functions</li> <li>Multiple users in the same function are prevented from performing their work</li> <li>Monitoring systems show general errors/long response time affecting users</li> </ul>	< Next business day	Work is performed during Opening Hours until a solution or workaround is implemented
<b>Priority 3</b> Standard	<ul style="list-style-type: none"> <li>Work interrupted, but there are alternative ways of working</li> <li>The problem relates to one or more users who are inconvenienced in performing their duties and can only use the system to a limited extent</li> </ul>	< 3 business days	Update launched within 14 days

	<ul style="list-style-type: none"> <li>• Long response times in the application or similar, but there are other tasks that can be performed simultaneously</li> </ul>		
<p><b>Priority 4</b> Workaround</p>	<ul style="list-style-type: none"> <li>• Errors to be corrected without urgency and which have been circumvented by using the system in a way it was not intended to be used</li> <li>• The user has problems with the application that affect the work but can be accepted temporarily</li> </ul>	< 5 business days	Next update

7.2. As the platform of the Solution is based on the Microsoft Azure platform, please refer to the terms of use and SLA as set out in the Microsoft Cloud Licensing Agreement (Volume Licensing) applicable from time to time.

7.3. The Supplier aims for the highest operational stability for the Solution. The Supplier shall, within the Opening Hours, strive for an uptime for the Solution of 99% on a monthly basis, unless downtime is due to matters beyond the Supplier's control, including but not limited to issues relating to the Supplier's infrastructure and subcontractors, and which the Supplier could not or should not have taken into account.

**8. PROCESSING OF PERSONAL DATA**

8.1. In order to provide the Solution, the Supplier will process the Customer's personal data. The Customer is the Data Controller for the processing of personal data in the Solution, and the Supplier is the Data Processor on behalf of the Customer.

8.2. The Supplier's processing of the Customer's personal data is regulated in a separate agreement concluded between the Parties (Annex 1 ("**Data Processing Agreement**")). The Data Processing Agreement contains separate provisions on modification and termination of the Data Processing Agreement.

8.3. By entering into this Agreement, the Customer also enters into and accepts the Terms of Use and the Data Processing Agreement, which form an integrated part of the Agreement. In the event of conflict between the Terms of Use and the Data Processing Agreement, the provisions of the Data Processing Agreement shall prevail.

**9. RESTRICTIONS ON USE**

9.1. The Customer shall be responsible for the overall administration of the Customer's license to use the Solution, including, if relevant, allocation of licenses between the Customer's designated users.

9.2. The Customer may not:

- a) Break the technical limitations of the Solution;
- b) Improperly delete, de-compile, reverse engineer, reverse compile, modify, translate or make any similar changes to the Solution;

- c) Sell, rent, lease, distribute, sublicense, transfer or lend the Solution to third parties;
- d) Make the Solution available for use by third parties, including as a hosting or service provider;
- e) Remove, modify or add information of the Supplier's copyright, trademarks and/or property rights (including information on physical media).

9.3. The Solution must not be used for any kind of illegal, pornographic, harmful, racist, harassing, violent, threatening or similar purpose or otherwise used to send viruses or spam or used to harm third parties. The Customer is obliged to comply with the laws of relevant countries when using the system.

9.4. The Solution must not be used if the Customer provides services in direct competition with the Supplier. The Customer is obliged to notify the Supplier if this is the case and immediately cease using the Solution.

9.5. The Customer assumes the full liability and risk of planning the user administration in such a way that user names and passwords cannot be misused to obtain unauthorized access to the Solution.

9.6. If a designated user authorized by the Customer uses the Solution in violation of the Terms of Use or the Data Processing Agreement, the Supplier is entitled to exclude such designated user from the Solution if the user does not immediately comply with the Supplier's instructions upon notification thereof.

## **10. TERMINATION OF THE CONTRACT**

10.1. The Agreement may be terminated at any time by either of the Parties with a prior written notice of two months.

10.2. The Parties may also terminate the Agreement if the other party materially breaches its obligations under the Agreement.

10.3. Upon termination of the Agreement, the Customer has the option to conduct one free download session of its data from the database of the Solution, which the Customer can order from the Supplier and will be invoiced based on elapsed time. Additional download sessions of the Customer are invoiced separately. The Supplier ensures that the Customer has the opportunity to download its data for up to one month after the termination of the Agreement. It is the Customer's responsibility to ensure that the data is extracted from the Solution.

## **11. LIABILITY AND LIMITATION OF LIABILITY**

11.1. The Parties shall be liable under the general rules of Danish law with the limitations and disclaimers provided for in these Terms of Use.

- 11.2. The Supplier is not responsible for the Customer's failure to comply with minimum system requirements for the Solution.
- 11.3. The Supplier shall not be liable for indirect loss or consequential damages. Loss of business opportunities, loss of profits, loss of goodwill, loss of data, including losses related to the restoration of data, loss of interest, and fines paid by/to third parties, as well as costs of re-establishment and reinstallation, etc. shall in any event be considered as indirect loss or consequential damages.
- 11.4. Supplier is not liable for any interruptions in operation that may occur in the transmission of data between the Supplier's operations centre and the Customer, its internet domain(s) or licensed users, unless such interruptions are caused by errors in the Solution.
- 11.5. If errors in third-party software are observed, the Supplier is only obligated to inform the manufacturer of the error, encouraging the manufacturer to remedy the defective software within a reasonable period. In the event of critical errors or errors that significantly reduce the use of the Solution for the Customer, the Supplier is obligated to use reasonable efforts to create a temporary "work around".
- 11.6. Irrespective of the cause of the damage, the Supplier's liability to the Customer may never exceed the lower of the following amounts: (i) the last two months' payment from the Customer, or (ii) EUR 2,650.00.
- 11.7. The Supplier shall not be liable to the Customer when circumstances arise which impede or postpone the Supplier's fulfilment of its obligations, including, among other things, the following: war, mobilisation, insurgency and unrest, terrorist actions, natural disasters, strikes and lockouts, viruses, hacking, spamming, crashes or other unforeseen and extraordinary strain on the IT systems or telecommunication networks used by the Supplier, orders or injunctions from public authorities and rightsholders, or other circumstances over which the Supplier has no direct control. If one or more of the aforementioned circumstances occurs, the Supplier is entitled to postpone the supply of its services or cancel the Agreement without liability. The Customer's remuneration is suspended for the same period.

## **12. TRANSFER OF THE AGREEMENT**

- 12.1. The Customer may not transfer the Agreement to third parties without the Supplier's prior written consent.
- 12.2. However, the Supplier may transfer the Solution with related agreements, data, and content if the transfer is made in connection with the transfer of business or similar circumstance.

## **13. APPLICABLE LAW AND VENUE**

- 13.1. This Agreement is governed by Danish law, excluding its conflict of law provisions.
- 13.2. To the extent possible, the Parties must attempt to amicably resolve any dispute with respect to the application or interpretation of these Terms of Use through negotiations.

Disputes, which cannot be amicably resolved by the Parties, must be brought before the ordinary courts of Denmark with the City Court of Copenhagen as agreed venue with access to referral and appeal in accordance with the Danish Administration of Justice Act.

## 14. VERSION UPDATES

- 14.1. These Terms of Use have been updated as of February 2020.
- 14.2. We may update these Terms of Use from time to time. We will notify you of any significant changes.
- 14.3. You are advised to review the Terms of Use and our Privacy Policy periodically for any changes. The Terms of Use and our Privacy Policy (as updated from time to time) are available on our website: <https://www.studi.ly/#/>

## ANNEX 1 – DATA PROCESSING AGREEMENT

### 1. BACKGROUND AND INSTRUCTIONS

- 1.1. As part of the delivery of the Solution, the Customer will entrust the processing of personal data to the Supplier. The purpose of the Data Processing Agreement is to regulate the processing of personal data by the Supplier on behalf of the Customer and to ensure that the Supplier complies with its obligations under regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**General Data Protection Regulation / GDPR**") and additional supplementary rules adopted.
- 1.2. The Supplier acts as a Data Processor on behalf of the Customer, and the Customer acts as the Data Controller for the processing of personal data described in this Data Processing Agreement.

### 2. INSTRUCTIONS

- 2.1. The Supplier collects, processes, and stores personal data via the Solution on behalf of the Customer. The Supplier shall process the personal data only to the extent necessary to carry out the tasks described in this provision and the documented instruction from the Customer at any time.
- 2.2. The Supplier may not process or use the personal data for any other purpose and/or otherwise than specified in the instruction, unless the Supplier has been required to do so by virtue of EU law or national law to which the Supplier is subject.
- 2.3. **Categories of personal data processed in the Solution:** The types of personal data that are processed in the Solution include, as a starting point, only general data, such as identification information, profile picture, and identification number. Depending on the

circumstances, sensitive and/or confidential data may also be processed, including civil registration numbers, passwords, and reasons for absence (information about health).

- 2.4. **Categories of data subjects processed in the Solution:** The data subjects to whom the personal data relate include especially: 1) administrative staff, 2) IT administrators, 3) educators, 4) students/pupils, including, in some cases, children.
- 2.5. The Supplier shall notify the Customer immediately if the Supplier finds that an instruction violates the applicable data protection law at any time.

### 3. THE CUSTOMER'S RIGHTS AND OBLIGATIONS

- 3.1. The Customer is responsible for ensuring that any transfer of personal data to the Solution is in accordance with the applicable data protection laws in all relevant countries where the Customer uses the Solution.
- 3.2. If the Customer chooses to integrate the Solution with other IT systems, the Customer bears the full responsibility for this, including the responsibility for the conclusion of a valid data processing agreement with the Supplier of that system where required.
- 3.3. The Supplier will assist the Customer in ensuring compliance with the obligations under Article 32-36 of the GDPR, taking into account the nature of the processing and the data available to the Supplier. The Supplier is entitled to invoice the Customer a reasonable remuneration for this assistance.

### 4. SECURITY

- 4.1. The Supplier shall take appropriate technical and organisational security measures to prevent the processing of personal data (i) being accidentally or unlawfully destroyed, forfeited or altered, (ii) disclosed or made available without authorisation, or (iii) otherwise processed in contravention of the law, including the General Data Protection Regulation.
- 4.2. The Data Processor shall be obliged to notify the Data Controller without undue delay of any data breach, which shall be construed as an infringement of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed ("**Security Breach**"). The notification about the Security Breach shall, to the extent possible, include:
  - A description of the nature of the breach, including the categories and approximate number of data subjects and records of personal data concerned.
  - A description of the likely consequences of the breach.
  - A description of the measures taken or proposed by the Data Processor or sub-processor to address the breach, including measures to mitigate its possible adverse effects.
- 4.3. The Supplier is responsible for ensuring that the Supplier's employees comply with this Data Processing Agreement. The Supplier is obliged to limit the processing of personal data to

the necessary personnel of the Supplier. All employees of the Supplier who process personal data on behalf of the Customer must be subject to a duty of confidentiality or other appropriate statutory secrecy. This obligation of confidentiality has no time limit and continues regardless of whether the cooperation of the Parties otherwise ceases.

## 5. THE USE OF DATA SUB-PROCESSORS

5.1. The Supplier has the Customer's general approval to use subcontractors for hosting the Service and associated data. If using subcontractors, the Supplier shall ensure that a legal transfer basis exists at all times.

5.2. Upon signature of the Terms, the Supplier has specified the use of the following sub-processors:

- **Microsoft Corporation**  
One Microsoft Way, Redmond, WA 98052, United States of America  
Transfer basis: EU Commission standard contractual clauses and certification under the EU-U.S. Privacy Shield Framework

5.3. The Supplier enters into a written data processing agreement with any subcontractor, in which the subcontractor is required to be subject to at least the same obligations as the Supplier has agreed to in this Data Processing Agreement with the Customer. Upon entering into the Data Processing Agreement, the Customer has approved that Microsoft is to be used as a sub-processor. This approval includes the terms that the Supplier has accepted as part of the subscription to Microsoft Azure. Microsoft's data processing agreement applicable at any time can be found at [www.microsoft.com](http://www.microsoft.com) under "*Online Services Terms (OST)*". The data processing agreement is currently available in Annexs 3 and 4.

5.4. The Customer shall be entitled to obtain a copy of the Supplier's contract with the subcontractor for the purposes of the provisions of that Agreement relating to data protection obligations. The Supplier shall notify the Customer by a written notice of one month when there are changes or additions to the list of subcontractors. If the Customer has reasonable and specific reasons for not being able to accept the Supplier's use of a new subcontractor, the Customer is entitled to terminate the Agreement without notice. The right of the Customer to extract its data in accordance with the terms of section 10.3 is not affected in any way.

5.5. The Customer has the right to receive a copy of the Supplier's agreement with the subcontractor in respect of the provisions of the said agreement which relate to data protection obligations. The Supplier must give the Customer a written notice of one month when changes or additions are made to the list of subcontractors. If the Customer has reasonable and specific reasons for not being able to accept the Supplier's use of a new subcontractor, the Customer is entitled to terminate the Agreement without notice. The Customer's right to extract its data in accordance with section 10.3 of the Terms of Use is unaffected by this.

## **6. TRANSFER TO THIRD COUNTRIES**

- 6.1. Transfers of personal data to third countries (countries outside the European Union ("EU") and European Economic Area ("EEA")) may only be carried out in accordance with the Customer's instructions. The Customer shall, on an ongoing basis, be kept sufficiently aware of the legal basis applied at any time for the transfer of personal data outside the EU/EEA.
- 6.2. Upon acceptance of this Data Processing Agreement, the Supplier has indicated that the Supplier is making use of the data sub-processors outside of the EEA listed in section 5 above. The Data Controller has approved that this use of sub-processors is covered by the instruction.

## **7. DOCUMENTATION AND SUPERVISION**

- 7.1. At the Customer's request, the Supplier shall provide all necessary information to the Customer to enable the Customer to verify compliance with the obligations of the Supplier under this Data Processing Agreement. The Supplier shall provide access to the physical facilities of the Supplier and contribute to audits, including inspections, carried out by the Customer or by the Customer's auditor or other external advisor mandated by the Customer. In addition, the Supplier shall provide all information requested in relation to the data processing task to the public authorities, the Customer and the Customer's external advisors, to the extent that the information is necessary for their assignments. The Supplier may, by a written agreement, invoice the Customer with equitable remuneration for such assistance.
- 7.2. The Supplier is obliged to supervise its subcontractors on the same terms as the Customer's supervision of the Supplier. The Supplier is obliged to make available to the Customer any documentation to demonstrate that the Supplier is complying with its supervisory obligation.

## **8. TERM, TERMINATION AND DELETION**

- 8.1. This Data Processing Agreement shall enter into force in accordance with section 3 of the Terms of Use.
- 8.2. This Data Processing Agreement shall continue to apply as long as the Supplier processes personal data of the Customer for which the Customer is the data controller.
- 8.3. In the event of termination of the Data Processing Agreement, the Supplier shall return all personal data processed by the Supplier under this Data Processing Agreement to the Customer to the extent the Customer does not already have the personal data.
- 8.4. The Supplier is obliged to erase all the Customer's data when three months have elapsed from the termination of the Data Processing Agreement, or immediately at the Customer's request unless the Supplier is subject to other legislation that prescribes the Supplier's retention of the Customer's data for a longer period.

- 8.5. In any event, the Supplier is entitled to retain data in anonymised form for the compilation of statistics, etc., without any time limit. "Anonymised form" means that, after anonymisation of the Customer's data, it is not possible in any way to restore the link to individuals. The Supplier shall be fully responsible for the proper and permanent anonymisation of the Customer's data.