



General Terms and Conditions for the “Engagy Comms Smart Features” Service

§ 1. DEFINITIONS

- 1.1. These General Terms and Conditions (hereinafter: GTC) set forth the “Engagy Comms Smart Features” 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 Engagy Comms Smart Features Service;
 - b) **Agreement** – arrangement between the Client and IT-Dev on providing the Engagy Comms Smart Features 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 Comms Smart Features Service;
 - d) **Client’s Tenant** – Microsoft 365 environment, in which the Client configured the Engagy Comms Smart Features Service;
 - e) **Custom Action** – parametrized function assigned to the site, that uses the *SharePoint Framework Extensions* technique (<https://docs.microsoft.com/en-us/sharepoint/dev/spfx/extensions/overview-extensions>);
 - f) **Engagy Comms Administrator** – a dedicated role for Engagy Comms Smart Features application administrators;
 - g) **Error** – malfunctioning of the Client App or Administration Panel;
 - h) **Global administrator** – a user with the Microsoft Entra ID *Global Administrator* role;
 - i) **Issue** – an issue related to the Client App or the Administration Panel addressed by the Client to the Service Desk.
 - j) **Microsoft Organization Account** – account enabling access to Microsoft products and services connected to the Client’s organization;
 - k) **Plan** – specifies the scope and parameters of the Service provided to the Client by IT-Dev;
 - l) **Repair Time** – the time needed for IT-Dev to consider a reported Error or remove an Error;
 - m) **Service** – the “Engagy Comms Smart Features” service covering the Administration Panel, Client App, and support Services;
 - n) **Service Desk** – a dedicated service website used to send Error reports and Issues regarding the Engagy Comms Smart Features, and providing the Client with feedback about the reports’ status;
 - o) **SharePoint Client App** - SPFx app providing Engagy Comms Smart Features service functionalities in a SharePoint site;
 - p) **Site (SharePoint site)** – a collection of pages, lists and libraries in SharePoint;
 - q) **Site Administrator** – a user designated as the SharePoint site administrator;
 - r) **Site Editor** – a user with co-creation permissions on the site;
 - s) **Site Owner** – a user with *Full Control* permissions on the site;

- t) **SPFx App** – app built based on the SharePoint Framework (<https://docs.microsoft.com/en-us/sharepoint/dev/spfx/extensions/overview-extensions>);
- u) **Support Services** – technical support services consisting in handling Issues and resolving Errors;
- v) **Teams Client App** - app providing Engagy My Articles functionalities in Microsoft Teams application;
- w) **Tenant App Catalog** – Client's Tenant app catalog (<https://docs.microsoft.com/en-us/sharepoint/use-app-catalog>);
- x) **Tenant id** – unique Client's Tenant identifier (<https://docs.microsoft.com/pl-pl/onedrive/find-your-office-365-tenant-id>);

§ 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 (plan type, duration). The moment of confirming the order parameters is at the same time the service commencement date.
- 2.2. The service is available in the **Premium** plan with the following scope of features:
 - 2.2.1. The Premium plan is charged according to the price list.
 - 2.2.2. Access to 4 hours of support regarding the implementation of the Service.
 - 2.2.3. Access to the functionality of inspiring article topics (using AI algorithms).
 - 2.2.4. Access to the functionality of generating article content (using AI algorithms).
 - 2.2.5. Access to the functionality of article content review (using AI algorithms).
 - 2.2.6. Ability to managing SharePoint articles via **Engagy My Articles** application in Microsoft Teams.
 - 2.2.7. Access to the Service Desk.
 - 2.2.8. Technical Support for Errors and Issues.
 - 2.2.9. Guaranteed time for repairing Errors within **5 business days**.

§ 3. SERVICE DESCRIPTION

- 3.1. The Engagy Comms Smart Features Service consists of:
 - 3.1.1. Administration Panel,
 - 3.1.2. Client Application.
- 3.2. In order to use the service is essential to assign to users Engagy Comms Administrator role.
 - 3.2.1. Assigning Engagy Comms Administrator role to users is performed through the Azure Portal <https://portal.azure.com>.
 - 3.2.2. The Engagy Comms Administrator role is available in the IT-Dev Engagy Comms Service in the Microsoft Entra ID Enterprise Applications section.
 - 3.2.3. To assign the Engagy Comms Administrator role to users, it is required that the user has the Global Administrator role.
- 3.3. The Administration Panel is available through via a web browser.
- 3.4. For Clients who do not have an active Service under their Plan, the Administration Panel enables the Client to perform the following:
 - 3.4.1. Service Activation,**
 - 3.4.1.1. The Service is activated right after placing the order by confirming the purchase order data in the Administration Panel.
 - 3.4.1.2. Activation of the Service results in receiving full access to the Administration Panel in accordance with Client' plan.
 - 3.4.1.3. To perform the Service Activation procedure, the Client needs to have the following authorizations:
 - Global Administrator for the purposes of app registration in Microsoft Entra ID.
 - 3.4.1.4. The service relies on the following Microsoft Entra ID applications:

Microsoft Entra ID Application	Description	Permissions
IT-Dev Engagy Comms	Microsoft Entra ID Application for	<ul style="list-style-type: none"> • Microsoft Graph <ul style="list-style-type: none"> ◦ User.Read (Delegated)

	administration panel website	<ul style="list-style-type: none"> ○ User.Read.All (Delegated) ○ User.ReadBasic.All (Delegated) ○ Sites.Read.All (Delegated) ○ Group.Read.All (Delegated) ● IT-Dev Engagy Comms Service <ul style="list-style-type: none"> ○ user_impersonation (Delegated)
IT-Dev Engagy Comms Service	Microsoft Entra ID Application for Engagy Comms service.	<ul style="list-style-type: none"> ● Microsoft Graph <ul style="list-style-type: none"> ○ Teams.Activity.Send (Delegated) ○ User.Read (Delegated) ○ Group.Read.All (Application) ○ Sites.Read.All (Application) ○ User.Read.All (Application) ● Office 365 SharePoint Online <ul style="list-style-type: none"> ○ AllSites.FullControl (Delegated)

3.5. For Customers who have an active Service under the Plan, the Administration Panel allows for:

3.5.1. Client Application Management

3.5.1.1. Client Application Installation

- The Client Application is installed through the Administration Panel
- Installation of the Client Application is possible subject to prior Activation of the Service, as described in Paragraph 3.4.1 above
- In order to conduct the Client Application Installation procedure, the Client is required to have the following permissions:
 - Tenant App Catalog Site Administrator
 - Administrator permissions for all Portals including their constituent sites for which the usage tracking mechanism identifiers have been provided
 - SharePoint Administrator - for the SharePoint environment customization
- As a result of the Client Application Installation, the following modifications occur within the Client's Tenant:
 - The Client Application is added to the Tenant App Catalog of the Client's Tenant
 - The Client Application is enabled within the Client's Tenant by registering a dedicated Custom Action
 - The permissions required by the services used by the Application are approved
 - Activation of the usage monitoring mechanism on all Portals with their constituent sites for which tracking IDs have been provided

3.5.1.2. Client Application Update

- The Client Application is updated through the Administration Panel
- The Client is informed about the possibility of updating the Client Application in the Administration Panel
- As a result of the Client Application Update, the following modifications occur within the Client's Tenant:
 - The new version of the Client Application is added to the Tenant App Catalog of the Client's Tenant
 - The permissions required by the services used by the Application are approved
- In order to conduct the Client Application Update procedure, the Client is required to have the following permissions:
 - Tenant App Catalog Site Administrator
 - SharePoint Administrator - for the SharePoint environment customization

3.5.1.3. Client Application Uninstallation

- The uninstallation of the Client Application is performed in the Administration Panel
- As a result of the uninstallation, the following modifications occur within the Client's Tenant:
 - The Client Application is uninstalled from the Tenant App Catalog

- In order to conduct the Client Application Uninstallation procedure, the Client is required to have the following permissions:
 - SharePoint Administrator for customization in the SharePoint environment.
 - Tenant App Catalog Site Administrator.

3.5.2. Display the currently scheduled and executed installation, upgrade, and uninstallation operations referred to in the paragraph 3.5.1 above

3.5.3. Display historical installation, update, and uninstallation operations, as referred to in the paragraph 3.5.1 above

3.6. For Customers who have an active Service under the Plan, the Client app allows for:

3.6.1. Inspiring article topics

3.6.1.1. The process of inspiring article topics is initiated by clicking a designated button located on the action bar of the article interface.

3.6.1.2. As a result of inspiring article topics, the editor receives a set of 5 proposals for article topics, generated by artificial intelligence algorithms.

3.6.1.3. To inspire article topics, the user is required to have the following permissions:

- Site Administrator, Site Owner or Site Editor.

3.6.2. Generating article content

3.6.2.1. The process of generating article content is initiated by clicking a designated button located on the action bar of the article interface.

3.6.2.2. As a result of generating article content, the editor receives a generated text based on the article title and predefined headings. The content of the article is generated using artificial intelligence algorithms.

3.6.2.3. To generate article content, the user is required to have the following permissions:

- Site Administrator, Site Owner or Site Editor.

3.6.3. Article content review

3.6.3.1. The process of article content review is initiated by clicking a designated button located on the action bar of the article interface.

3.6.3.2. As a result of article content review, the editor receives a set of stylistic guidelines and evaluates the article description. Article content review is generated using artificial intelligence algorithms.

3.6.3.3. To review the article, the user is required to have the following permissions:

- Site Administrator, Site Owner or Site Editor.

3.7. The Teams Client Application is available after prior installation of the Client Application. The Teams Client Application allows for:

3.7.1. Managing SharePoint articles

3.7.1.1. The process of managing SharePoint articles is provided by launching the **Engagy My Articles** application in Microsoft Teams.

3.7.1.2. As a part of using the functionality of managing articles in SharePoint, the user is shown a list of articles published by him, which he can view or delete directly from the application.

3.7.1.3. To manage SharePoint articles in Microsoft Teams, the user is required to have the following permissions:

- Site Editor and be the author of the articles listed in the application.

§ 4. TECHNICAL PREREQUISITES OF 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. Organization's Microsoft account,

4.1.5. The Tenant containing SharePoint Online service configured in the modern variant – the Modern Experience,

- 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.

§ 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. Does not apply to Premium Plan.

- 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 Premium plan 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://www.it-dev.eu/contact-us/>.
- 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 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.
- 11.4. The *Azure OpenAI Service* is used for generating notification description suggestions. For the "Engagy Comms Smart Features" service, an instance of *Azure OpenAI Service* located in a Data Center within the European Union is utilized. The confidentiality of data processed by *Azure OpenAI Service* has been described on the manufacturer's website: <https://learn.microsoft.com/en-us/legal/cognitive-services/openai/data-privacy>.

§ 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, ul. Sikorskiego 26, 53-659 Wrocław (hereinafter referred to as the „Controller“). You can contact the Controller by sending an email at biuro@it-dev.pl and by traditional mail at the Controller' 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 Comms Smart Features" 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.
 - Performing operations with Client App. IT-Dev reads the logged user data in order to verify their authorizations to perform operations in the Client's Tenant. This information is not recorded.

§ 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://comms.engagy360.com/assets/docs/Terms_of_use_EC_SmartFeatures.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.

Appendices no. 1 – Data on the Client’s Tenant collected by IT-Dev in connection with providing Services.

1. The Engagy Comms Smart Features 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 user data (access token, email address) calling the operation for the duration of the operation.