



# Office365 Appendix to Standard Terms and Conditions

Service Subscription Agreement - itslearning AS

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This PDF can be downloaded from: [www.itslearning.nl/voorwaarden](http://www.itslearning.nl/voorwaarden)

Original source: [www.itslearning.eu/office365](http://www.itslearning.eu/office365)

# 1. SUBJECT – STANDARD TERMS AND CONDITIONS

- (1) Upon signing of the Order Form (the "Contract") and ordering the Office365 Integration ("Office365 Integration"), the Customer and ITL agree to the following terms and conditions in addition to the standard terms and conditions of the Services Subscription Agreement ("TAC"). In case of conflicting terms in the TAC and this appendix, the terms of this appendix shall prevail.
- (2) The words in this appendix shall have the same meaning as the corresponding definitions of the TAC.
- (3) The TAC, this appendix and any other appendices to the TAC entered into between the parties are hereinafter jointly referred to as the Agreement.
- (4) The Customer and ITL are two independent and separate entities. The relationship between the Customer and the ITL is not that of principal and agent or any form of joint enterprise. The Customer shall sign up for Office 365 in his own name and for his own account, unless otherwise specified in this Agreement. ITL is not party to the terms and conditions governing the Microsoft Services which is established between Microsoft and the Customer.
- (5) This agreement does not transfer the ownership of data from the Customer to ITL or any of the responsibilities that comes from being a data owner. Furthermore, the ITL shall safeguard the interests of the Customer with the due diligence of a responsible data controller
- (6) For clarity, Microsoft is not a party to this agreement.

## 2. RIGHT TO USE

### 2.1 Services

- (1) The Customer is hereby granted a time limited, non-exclusive, non-transferrable right to use the Integration between the itslearning learning platform and the Microsoft Office365 Service ("Microsoft Service") for an annual fee ("Office365 Integration Subscription").
- (2) Use of the integration is reliant on a customer relationship between Microsoft and the Customer for Microsoft Office365. Separate fees from Microsoft may be applicable.
- (3) Customer shall obtain any parental consent for each Authorized User's use of the Microsoft Service before provisioning a Windows Live ID as may be required by applicable law and promptly inform ITL if such parental consent is retracted.
- (4) ITL is hereby granted a non-limited right to administrate, provision, access, manage the Office 365 instance on behalf of the Customer. The Customer also authorizes ITL to approve Microsoft terms and conditions on behalf of the Customer where the Customer has explicit approved this in writing. ITL is for sakes and purposes acting on behalf of the Customer and assumes no liability of such an action.

### 2.2 Support

- (1) ITL will provide all support services directly to Customer for the integration. ITL or its local representatives will be the first point of contact for Authorized Users for the operational or technical support questions related to the integration.
- (2) Microsoft is the sole contact for support services for the Microsoft Service. Any support request regarding Office365 is to be directed to Microsoft.

### 3. INTELLECTUAL PROPERTY RIGHT

#### 3.1 Ownership.

- (1) Itslearning owns and retains all rights, title and interest in the integration between itslearning and Microsoft's Services.

### 4. DURATION, TERMINATION AND SUSPENSION

- (1) The duration of the Integration Subscription follows the duration of the itslearning learning platform Subscription. The renewal, duration and price increase follows of the Standard TAC. The subscription is immediately
- (2) The customer can cancel the Integration subscription by notifying ITL in writing within 60 days of the renewal of the duration.
- (3) Itslearning retains the right to terminate or suspend the integration if Microsoft changes or ends the support for the necessary technical access to the integration end-points or if the Customer no longer has a valid licenses to Office365. Such a suspension or termination does not give the customer the right to have Subscription fees reimbursed.

### 5. PRIVACY AND SECURITY

#### 5.1 Collection of Data and Disclosure of Personal Information.

- (1) Nothing in this Agreement restricts ITL from collecting, saving and using any data such party independently collects directly from an Authorized User in accordance with such party's own privacy policy and applicable law.
- (2) The customer approves and supports that Itslearning can provision the Customer's user data and associated data from the learning platform to Office365. The Customer must ensure that they comply with such usage of the data.

### 6. GENERAL PROVISIONS

#### 6.1 Limitations on liability

- (1) Except as expressly set forth in this Agreement, all information, materials, software or services are provided by ITL and its suppliers on an "as is" basis, and ITL and its suppliers expressly disclaim any and all express, implied or statutory warranties with respect to the integration, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, or results to be obtained by Customer and Authorized Users in connection with the use of the Office365 Integration
- (2) Customer shall not extend any warranties or incur any obligations on behalf of ITL to Authorized Users or any other third party.
- (3) To the maximum extent permitted by law, in no event shall ITL or its suppliers be liable for any consequential, incidental, indirect, special, punitive or other damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary losses) arising out of the use or inability to use the Office365 Integration, even if ITL has been advised of the possibility of such damages, and even if any remedy fails its essential purpose, the maximum aggregate liability for Microsoft to Customer under this appendix for any reason shall be limited to one (1) annual Integration Subscription fee.

- (4) Customer is solely responsible for determining the suitability of the Microsoft Service for use for Customer's purposes, and for compliance with any legal, regulatory and/or other requirements applicable to Customer. ITL and its suppliers make no representations or warranties regarding the suitability of the Office365 Integration or Office365 service for use for Customer's purposes, or the Microsoft Service's compliance with any legal, regulatory and/or other requirements applicable to Customer, except as provided herein.

## 6.2 Correction of errors

- (1) Rectification of faults in services which are caused by factors within ITL's area of responsibility shall be started within three hours of the fault being reported to ITL's support service. If the fault is not rectified within three working days, the Customer may request a reimbursement in the form of a refunded payment relating to the maintenance agreement for the period during which the application did not function satisfactorily.
- (2) Rectification of faults caused by factors outside of ITL's area of responsibility shall be started within five working days. ITL will have the opportunity to invoice the Customer in accordance with the applicable Consultancy hourly rate for the actual work carried out (if not specified in the order form - €150/\$200
- (3) If ITL or Customer is unsure of where the responsibility for the fault lies, ITL is obligated to begin troubleshooting within one working day. If the troubleshooting shows that the source of the fault lies within the Customer's area of responsibility, the Customer shall be notified in order to be able to make the decision on rectifying the fault. ITL will have the opportunity to invoice the Customer for the actual troubleshooting work carried out in accordance with the applicable hourly rate. If the cause of the fault lies within ITL's area of responsibility, ITL shall continue work to rectify the fault.

### Prerequisites

- (1) The use of the Office365 Integration is reliant on the use of an Identity Provider ("IdP"). Any potential cost relevant to the IdP is a separate cost that the customer will cover.
- (2) The Customer must have an Office365 subscription. Separate fees from Microsoft may be applicable.
- (3) itslearning can provision users to the Office365 instance on behalf of the customer or the customer can choose to provision the Office365 instance themselves or through a 3rd party. The customer is responsible for provisioning itslearning with the data to correctly match users to their Office 365 account.
- (4) Setup of the Office365 Integration, IdP and Office365 instance is not included in the subscription of the Office365 Integration. This is work on a per hour basis and is in addition to the Subscription Fee.
- (5) The customer must, by request from itslearning, have an email domain and change their MX records (mail delivery records). The customer will cover their own cost for this.

### Appendix 1 – premium support for the integration

Appendix 2 - Support for Office 365 This appendix has been added purely as a resource for customers who are having trouble with their Office365. Itslearning takes no responsibility for the quality of support or service that is offered by Microsoft.

Where do I send requests for support issues on Office 365?

The following support is available to Office 365 customers:

Product Key Activation Telephone Support

Customers or Partners who are trying to activate Product Keys via [www.office.com/setup365](http://www.office.com/setup365) will find an FAQ in the upper right corner of the Product Key activation experience. This FAQ details the common Product Key activation questions that you may have during activation. Once a valid Product Key is entered into the

activation experience, a “Get Support” link will surface next to the FAQ. Click on the “Get Support” link to find the Product Key technical support telephone number for your country.

#### Office 365 Service Technical Support

Administrators who are unable to resolve issues with the available self-service support and community resources can contact Microsoft Customer Service and Support online or by telephone. Authorized administrators can submit online service requests by going to the lower left navigation bar on the Admin dashboard in the Office 365 Portal. Administrators can also access support telephone numbers and view all open and closed requests within the Admin dashboard. The Microsoft Office 365 Community ([community.office365.com](https://community.office365.com)) is another valuable resource for technical support.

#### Billing and Subscription Management Support for Office 365

Assistance for billing and subscription management issues is available online or by telephone during local business hours Monday through Friday. Billing and Subscription Management Support and the technical support teams use the same phone numbers and online process for submitting a service request.

More information is available to you on the Office 365 Community through the Office 365 Blog and the Office 365 Wikis.