



engagyKnowledge

General Terms and Conditions for the “Engagy Knowledge” Service

§ 1. DEFINITIONS

- 1.1. These General Terms and Conditions (hereinafter: GTC) set forth the “Engagy Knowledge” 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) **Control Panel** – service provided by IT-Dev, enabling a self-service management of the Engagy Knowledge Service;
 - b) **Agreement** – arrangement between the Client and IT-Dev on providing the Engagy Knowledge Service. The General Terms and Conditions of the Agreement are described in this document;
 - c) **BOT** – An application designed to automatically perform specific tasks. It can communicate with users in real-time, providing information or performing other actions according to its programmed functions.
 - d) **Client** – a party to the Agreement placing an order for the Engagy Knowledge Service;
 - e) **Client’s Tenant** – Microsoft 365 environment, in which the Client configured the Engagy Knowledge Service;
 - f) **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>);
 - g) **Engagy Knowledge Administrator** – a dedicated role for Engagy Knowledge application administrators;
 - h) **Error** – malfunctioning of the Client App or Control Panel;
 - i) **Global administrator** – a user with the Microsoft Entra ID *Global Administrator* role;
 - j) **Issue** – an issue related to the Client App or the Control Panel addressed by the Client to the Service Desk.
 - 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) **Repair Time** – the time needed for IT-Dev to consider a reported Error or remove an Error;
 - n) **Service** – the “Engagy Knowledge” service covering the Control Panel, Client App, and support Services;
 - o) **Service Desk** – a dedicated service website used to send Error reports and Issues regarding the Engagy Knowledge, and providing the Client with feedback about the reports’ status;
 - p) **SharePoint Client App** - SPFx app providing Engagy Knowledge service functionalities in a SharePoint site;
 - q) **Site (SharePoint site)** – a collection of pages, lists and libraries in SharePoint;
 - r) **Site Administrator** – a user designated as the SharePoint site administrator;
 - s) **Site Editor** – a user with co-creation permissions on the site;
 - t) **Site Owner** – a user with *Full Control* permissions on the site;
 - u) **Site Page (SharePoint Site Page)** – is a page that editors can easily create and customize to present content within a SharePoint site, using various sections and web parts available on the platform.

- v) **SPFx App** – app built based on the SharePoint Framework (<https://docs.microsoft.com/en-us/sharepoint/dev/spfx/extensions/overview-extensions>);
- w) **Support Services** – technical support services consisting in handling Issues and resolving Errors;
- x) **Teams Client App** - app providing Engagy Knowledge functionalities in Microsoft Teams application;
- y) **Tenant App Catalog** – Client's Tenant app catalog (<https://docs.microsoft.com/en-us/sharepoint/use-app-catalog>);
- z) **Tenant id** – unique Client's Tenant identifier (<https://docs.microsoft.com/pl-pl/onedrive/find-your-office-365-tenant-id>);
- aa) **Term Store** - is a central repository for managing and organizing metadata across an organization. It is used to create, store, and share collections of organized terms (known as Term Sets) that can be applied to documents, pages, and other SharePoint resources to classify and tag content.
- bb) **Web Part** - is a modular component that can be added to Site Pages to extend their functionality and enable the display of various types of content and user interactions. Web Parts are fundamental building blocks of a SharePoint page, allowing for easy customization and personalization of sites.

§ 2. AGREEMENT EXECUTION. TYPES OF PLANS.

- 2.1. The Agreement begins by placing an order by the Client, provided that the client's SharePoint Administrator confirmed its parameters through the Control 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 following Plans, differing in the scope of features:
 - 2.3. The service is offered under the **Free** plan according to the price list, and it includes the following features:
 - 2.3.1. Knowledge Bases management, limited to one knowledge base,
 - 2.3.2. Article table of contents display,
 - 2.3.3. Page Information display on SharePoint Site Page,
 - 2.3.4. Section locking in Site Page edit mode,
 - 2.3.5. BOT queries related to SharePoint sites in Microsoft Teams,
 - 2.3.6. Viewing the source of BOT responses,
 - 2.3.7. Feedback submission on BOT responses in Microsoft Teams,
 - 2.3.8. Maximum number of resources scanned by BOT: 20,
 - 2.3.9. Maximum number of questions for the BOT per month: 100.
 - 2.4. The service is offered under the **Premium** plan according to the price list, and it includes the following features:
 - 2.4.1. 4 hours of support regarding the implementation of the Service,
 - 2.4.2. Knowledge Bases management, without limitation on the number of knowledge bases,
 - 2.4.3. Article navigation via the Category Panel,
 - 2.4.4. SharePoint Article Counter display,
 - 2.4.5. Breadcrumbs display on SharePoint Pages,
 - 2.4.6. Article table of contents display,
 - 2.4.7. Page Information display on SharePoint Site Page,
 - 2.4.8. Feedback submission on Site Page content,
 - 2.4.9. Section locking in Site Page edit mode,
 - 2.4.10. BOT queries related to SharePoint sites in Microsoft Teams,
 - 2.4.11. Viewing the source of BOT responses,
 - 2.4.12. Feedback submission on BOT responses in Microsoft Teams,
 - 2.4.13. Maximum number of resources scanned by BOT: No limit,
 - 2.4.14. Maximum number of questions for the BOT per month: 5000.
 - 2.4.15. Service Desk access,
 - 2.4.16. Technical Support for Errors and Issues,
 - 2.4.17. Guaranteed time for repairing the Errors within **5 business days**.

§ 3. SERVICE DESCRIPTION

- 3.1. The Engagy Knowledge Service consists of:
 - 3.1.1. Web Service,
 - 3.1.2. Control Panel,
 - 3.1.3. SharePoint Client Application,
 - 3.1.4. Teams Client Application.
- 3.2. In order to use the service it is required to assign an Engagy Knowledge Administrator role to a user designated as Administrator.
 - 3.2.1. Assigning Engagy Knowledge Administrator role to users is performed through the Azure Portal <https://portal.azure.com>.
 - 3.2.2. The Engagy Knowledge Administrator role is available in the IT-Dev Engagy Knowledge in the Microsoft Entra ID Enterprise Applications section.
 - 3.2.3. To assign the Engagy Knowledge Administrator role to users, it is required that the assigning user has the Global Administrator role.
- 3.3. The Control Panel is available through a web browser. In order to use its functionalities, the Client has to obtain selected Engagy Knowledge Plan. The Control Panel enables the Client to perform the following:

3.3.1. Service Activation,

- 3.3.1.1. The Service is activated after the order for selected plan is placed by confirming the purchase order data.
- 3.3.1.2. Activation of the Service results in receiving full access to the Control Panel in accordance with Client' plan.
- 3.3.1.3. 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.
- 3.3.1.4. The service relies on the following Microsoft Entra ID applications:

Microsoft Entra ID Application	Description	Permissions
IT-Dev Engagy Knowledge	Microsoft Entra ID Application for Web Service	<ul style="list-style-type: none"> • Microsoft Graph <ul style="list-style-type: none"> ○ User.Read (Delegated) ○ User.ReadBasic.All (Delegated) ○ Sites.Read.All (Delegated) ○ Sites.Read.All (Application) ○ Directory.Read.All (Delegated) ○ DelegatedPermissionGrant.ReadWrite (Delegated) • Office 365 SharePoint Online <ul style="list-style-type: none"> ○ Sites.Read.All (Application) ○ AllSites.FullControl (Delegated)
IT-Dev Engagy Knowledge Control Panel	Microsoft Entra ID Application for Engagy Knowledge administration web site	<ul style="list-style-type: none"> • Microsoft Graph <ul style="list-style-type: none"> ○ User.Read (Delegated) ○ Sites.Read.All (Delegated) ○ User.Read.All (Delegated) • Office 365 SharePoint Online <ul style="list-style-type: none"> ○ AllSites.FullControl (Delegated) • IT-Dev Engagy Knowledge <ul style="list-style-type: none"> ○ user_impersonation (Delegated)

3.3.2. Client Application Management

3.3.2.1. Client Application Installation

- The Client Application is installed through the Control Panel.
- The Client Application can be installed only after the Service has been activated, as outlined 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,
 - SharePoint Administrator,
 - Global Administrator or Application Administrator – for application permissions approval.
- 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,
 - Engagy Knowledge tenant wide extension is registered,
 - The permissions required by the services used by the Application are approved.

3.3.2.2. Client Application Update

- The Client Application is updated through the Control Panel.
- The Client is informed about the possibility of updating the Client Application in the Control 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,
 - Global Administrator or Application Administrator – for application permissions approval.

3.3.2.3. Client Application Uninstallation

- The uninstallation of the Client Application is performed in the Control 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:
 - Tenant App Catalog Site Administrator,
 - SharePoint Administrator,
 - Global Administrator or Application Administrator – for application permissions approval.

3.3.3. Display the currently scheduled and executed installation, upgrade, and uninstallation operations referred to in the paragraph 3.3.2 above

3.3.4. Display historical installation, update, and uninstallation operations, as referred to in the paragraph 3.3.2 above

3.3.5. Knowledge Bases Management

3.3.5.1. Knowledge Bases Creation

- The user is able to create new knowledge base in Control Panel.
- As a result of creating a knowledge base, the user will see a new entry in the knowledge base list in the Control Panel.
- The operation of creating a knowledge base does not result in any updates to the customer's tenant.
- In order to conduct the Knowledge Bases Creation procedure, the User is required to have the following permissions:
 - Engagy Knowledge Administrator.

3.3.5.2. Knowledge Bases Update

- The user is able to update the knowledge base in Control Panel.
 - The user can modify the name of the Knowledge Base.
 - The user can modify the owner of the Knowledge Base.
 - The user can add existing SharePoint sites to the Knowledge Base.
 - The user can disconnect previously SharePoint sites from the Knowledge Base.
- As a result of updating the knowledge base, the user will see the updated metadata and/or updated entries in the knowledge base sites list.

- The operation of updating the knowledge base metadata does not result in any updates to the customer's tenant. The operation of adding existing site to the Knowledge Base results in provisioning a category managed metadata column that is added to Site Pages library.
- In order to conduct the Knowledge Bases Update procedure, the User is required to have the following permissions:
 - Engagy Knowledge Administrator.

3.3.5.3. Knowledge Bases Removal

- The user is able to delete the knowledge base in Control Panel.
- As a result of deleting a knowledge base, the user will see the deleted entry from the knowledge base list in the Control Panel.
- The operation of removing the knowledge base does not result in any updates to the customer's tenant.
- In order to conduct the Knowledge Bases Update procedure, the User is required to have the following permissions:
 - Engagy Knowledge Administrator.

3.4. The SharePoint Client Application is available in SharePoint Sites via a web browser, after it has been installed via the Control Panel, with the Service activated under the selected Plan. The SharePoint Client Application contains several Web Parts and SPFX Extensions that allow for:

3.4.1. Navigating to articles via the Category Panel

- 3.4.1.1. Navigating to articles via the Category Panel is possible by adding the Category Panel web part to a SharePoint Site Page and configuring it by selecting the field that contains the category taxonomy from the managed metadata in SharePoint.
- 3.4.1.2. As a part of using this functionality, the user is able to:
- Navigate deeper into articles by using the category tiles,
 - View a list of articles within a selected category,
 - Return to higher-level categories using the breadcrumb available in the Category Panel.
- 3.4.1.3. In order to Category Panel navigation to work properly, articles has to be described with the *Category* metadata field.
- 3.4.1.4. The Category Panel displays only those articles that have been tagged with a category from the taxonomy as a separate metadata field on the SharePoint Site Page.
- 3.4.1.5. Users will only see Site Pages to which they have access..
- 3.4.1.6. The web part can be embedded on a Site Page by the editors in edit mode.

3.4.2. Displaying the SharePoint Article Counter

- 3.4.2.1. Displaying the SharePoint Article Counter is possible by adding the Article Counter web part and configuring it by linking it to a taxonomy from the managed metadata in SharePoint.
- 3.4.2.2. As a part of using this functionality, the user can view the number of pages tagged with a metadata term from the SharePoint Term Store.
- 3.4.2.3. Users will only see pages to which they have access.
- 3.4.2.4. The web part can be embedded on a Site Page by the editors in edit mode.

3.4.3. Displaying breadcrumb navigation on a SharePoint Site Page

- 3.4.3.1. Breadcrumb navigation is displayed above the page title.
- 3.4.3.2. Breadcrumb navigation is displayed on Site Pages that are tagged with metadata from the SharePoint Term Store.
- 3.4.3.3. Breadcrumb category page navigation is possible after configuring it and setting the category page.
- 3.4.3.4. Breadcrumb navigation bar allows to navigate to higher-level category SharePoint Page.

3.4.4. Displaying the table of contents

- 3.4.4.1. Displaying a table of contents on a SharePoint Site Page is possible by adding the Table of contents web part.
- 3.4.4.2. The table of contents is generated automatically using the heading styles in the Site Page content and is visible after saving the Site Page.

3.4.5. Displaying Page Information on a SharePoint Site Page

- 3.4.5.1. Displaying page information on a SharePoint Site Page is possible by adding and configuring the Page Information web part.
- 3.4.5.2. As part of using the functionality, the user is shown information specified in the web part settings. Information can be generated automatically based on information available in the page metadata or entered manually from the web part settings.
- 3.4.5.3. Page Information webpart displays the information fetching the page metadata or values entered manually in the web part settings.

3.4.6. Providing feedback about the Site Page content

- 3.4.6.1. Providing feedback about the Site Page content is possible by adding the Article Feedback web part.
- 3.4.6.2. The user is able to share positive or negative feedback. In the case of a negative, it is also necessary to provide a reason.
- 3.4.6.3. Once the feedback is submitted, the system sends an email notification regarding the feedback to the email address configured during the Service installation.
- 3.4.6.4. The web part also presents feedback statistics, which are only visible to editors.

3.4.7. Locking sections in Site Page edit mode

- 3.4.7.1. Locking sections in Site Page edit mode is possible by adding the Section Lock web part in the section that is to be locked for editing by editors.
 - 3.4.7.2. To unlock a section in edit mode, the editor must click on the appropriate link in the locked section.
- 3.5. The Teams Client Application is available in Microsoft Teams after SharePoint Client app has been installed via the Control Panel and Teams Client Application has been synchronized from App Catalog. The Teams Client Application allows to:

3.5.1. Ask Engagy Knowledge BOT a question

- 3.5.1.1. Questions can be asked by either using a Chat tab from within Engagy Knowledge Teams application or by using a Chat tab from Microsoft Teams interface.
- 3.5.1.2. The BOT is using Generative AI to find the most appropriate SharePoint source for the question and generates the response.
- 3.5.1.3. The BOT only searches SharePoint sites that have been configured in the Control Panel.
- 3.5.1.4. The BOT answers questions using information from SharePoint Site Pages and documents available on SharePoint sites that the current user has access to.

3.5.2. View the source of the BOT response

- 3.5.2.1. Viewing the source of the response is possible by using a *Show sources* button placed on the response card.
- 3.5.2.2. System shows the source it created the response with and allows to navigate to it.

3.5.3. Send feedback regarding BOT response

- 3.5.3.1. Sending feedback regarding BOT response is possible by using thumb-up and thumb-down buttons placed on the response card.
- 3.5.3.2. The user can provide additional comment along with a thumb-up or thumb-down feedback.
- 3.5.3.3. The person indicated in the BOT configuration receives notification about new user feedback.

§ 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 specified 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 Engagy Knowledge service builds a semantic index used for BOT questions and answers scenarios. The Index is created using the embeddings feature of the *Azure OpenAI Service*. The index contains the unique identifiers of the resources indexed, in a form of a 32-digit hexadecimal numbers, and the embedding vectors, each represented by tuples with over 1000 dimensions each. Both the unique identifiers and the embedding vectors are stored within Engagy Knowledge service and it is not possible to reverse the process and get the content of indexed resources without accessing the data at its source.
- 11.5. The *Azure OpenAI Service* is used for building semantic search, analyzing users' questions and generating . The "Engagy Knowledge" service utilizes an instance of *Azure OpenAI Service* located in a Data Center within the European Union for these purposes. 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 "Engage Knowledge" software processes personal data in the following scenarios:
 - Performing self-service operations in the Control Panel. In order to enable performing self-service operations in the Control 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 SharePoint Client Application or Teams Client Application. 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://knowledge.engagy360.com/assets/docs/Engagy_Knowledge_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.

Appendix no. 1 –Client's Tenant collected by IT-Dev in connection with providing Services.

1. The Engagy Knowledge 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 Control 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.