

General Terms and Conditions ODILO

The signature of the sales order by the Client implies the acceptance of the following General Terms and Conditions for the contracting of the Services included in the Unlimited Learning Ecosystem..

1. ODILO's Obligations

In addition to the clauses included in the Particular Conditions of the Sales Order, ODILO expressly undertakes to comply with the following obligations:

- to comply with all the terms and conditions of this document in the exercise of its professional activity, as well as to act with loyalty and good faith.
- to adopt the technical and organizational measures necessary to guarantee the correct fulfilment of this Service, as well as to provide it in accordance with the specifications established in the sales order signed with the client.
- to attend to any incident that may arise in the provision of the Service and will be the only party ultimately responsible for the correct operation of the Service.
- Guarantee that access by End Users to the Service does not violate the rights of third parties.

2. CLIENT Obligations

In addition to the clauses included in the Particular Conditions of the Sales Order, the Client expressly undertakes to comply with the following obligations:

- to comply with all the terms and conditions agreed in the exercise of its professional activity, acting loyally and in good faith.
- to provide the Service only to End Users who are beneficiaries of the unlimited learning ecosystem, in accordance with normal usage.
- to pay the price for the contracted services detailed in the signed Sales Order in due time and form.
- to respect the copyrights of the works that you provide to your End Users through the use of the Service.

3. Use of Trademark and advertising.

The Client accepts that ODILO may use the Client's brand, name, logo or any other distinctive sign owned by the Client or any other entity belonging to its business group in advertising material and on the website.

The Client accepts that ODILO may disseminate in its advertising material the commercial relationship it maintains with the Client:

- Joint creation of a press release
- Joint publication of the same on the website
- Joint publication on social networks
- Use of the logo and learning platform

This agreement may be limited or restricted by the Client at any time during the commercial relationship, by giving notice within fifteen (15) days prior to the effective date.

4. Service Availability

ODILO guarantees a monthly availability of 99,5% of the Service Level Agreement (SLA) of the digital library solution via the internet, which applies during the entire duration of the Contract.

The service is scalable to efficiently meet the demand potentially generated by users, or the potential growth of demand during the duration of the Contract.

ODILO is certified with International Certification ISO 22.301 which guarantees service continuity.

5. Conditions applied to titles in the unlimited catalogue

- For customers with an Unlimited subscription, titles from the unlimited catalogue are offered with or without concurrency. Depending on the model offered by the publisher, one credit allows access to a title in the ~25-use licences with a maximum price of €25 in the case of a school or university or €35 in the case of a private company or private business school, or a maximum price of €2.5 per access in the first case or €3.5 in the second case, if the licence is unlimited access. For selected titles above these prices, more than one credit will be deducted. If your sales order is issued in a currency other than the Euro, the price will be calculated at the exchange rate of the month in which it is contracted.

This does not apply to customers who have purchased content separately from their current subscription.

- The use of content on the platform is unlimited in number, but certain titles may have limited concurrency.
- Generic Apps: The OdiloApp does not support certain institution's advanced authentication systems, such as EZproxy or OAuth2. Contact Odilo for information if you contract advanced login integration.
- In the event that the Client has contracted in their products the ability to upload their own content to the platform, it is the sole responsibility of the client that this content included on the platform complies with the applicable regulations and in particular with the regulations relating to intellectual property rights, ODILO being in any case exonerated from any liability that may arise from the inclusion of this content on the platform contracted by the Client.
- For those customers who have contracted a content item on their platform, the Customer may make use of this content only within the period of suscription of the service established in the contract. In the event that the Customer does not consume all of the content within this period, this will not be cumulative or transferable to subsequent periods.

6. Technical assistance and resolution of malfunctions and incidents

All support and maintenance work for the platform will be carried out by ODILO's Technical Assistance Service (SAT.)

This service allows the communication of any problem or question 24/7 through various communication methods, including email or the ODILO's web support portal which incorporates a Zendesk ticketing service for the resolution of any incidents. ODILO's support portal offers:

- Notification management and incident resolution.
- Knowledge of incident status in real time.
- Access to personalized help information.
- Access to a directory of frequently asked questions.
- User assistance through remote access to user devices.

Procedure

ODILO is committed to the resolution of any incidents related to the applications it provides. To ensure this, it follows a procedure that consists of the following steps:

- Incident response and gathering of information necessary to determine the scope of the incident.
- Documentation of the incident. ODILO uses an incident management system (Zendesk) which allows the documentation of the same, as well as follow-up, and incident closure upon resolution. The first step in incident management through this system is in its proper documentation.
- Establishing priority and analysis of possible solutions.



- Incident resolution. Once a proposed solution is confirmed, ODILO will determine the means, effort, and planning needed to resolve the incident and will resolve it.
- Documentation of resolution. The actions taken to resolve the incident will be documented in the incident management system (Zendesk).

Categorization and response times

Tickets are automatically logged in Zendesk and are evaluated immediately by ODILO's SAT team to establish their priority using defined levels.

Technical support incidents are classified by ODILO into four levels:

- Critical. Very high priority: Interrupts the service, with no availability or functional alternative. Estimated response time in 2 hours and resolution in less than 8 hours from receipt of information necessary for resolution.
- High. High priority: Interrupts normal provision of service, at least in a high percentage or in a functional module. Estimated response time in 8 hours and resolution in less than 24 hours from receipt of information necessary for resolution.
- Moderate. Medium priority: interrupts normal provision of service, but there is a functional alternative. Estimated response time in 24 hours and resolution in less than 72 hours from receipt of information necessary for resolution.
- Low. Low priority: does not interrupt normal provision of service. Estimated response time in 24 hours and resolution in less than 96 hours from receipt of information necessary for response.

In the case of inquiries (not incidents,) the estimated response time will be correspondent to that of moderate incidents.

The resolution time has been estimated based upon the following assumptions:

- That there is no corresponding source code error in the product which requires software development to resolve the incident. Should there be such an error, ODILO will inform the client of the estimated timeframe for corrective patching of the product.
- That the incident has not been caused by incorrect use of the tool.
- Proposals or suggestions for software functionality improvements are not considered incidents. In such a case, they will be noted for their evaluation by ODILO's Product team.
- The estimated resolution time of the incident does not include time necessary for the client or a third party to make decisions that might affect said resolution.

7. Protection and system security

SERVICE, in addition to incorporating a protective system for copyright in offline reading, must comply with security standards required by content providers.

ODILO will make periodic security copies to ensure the integrity and availability of digital content in any contingency situation.

SERVICE offered by ODILO is certified with the following certifications: ISO 27017 (Security Control for Cloud Services), ISO 27018 (Protection of Personally Identifying Information in Cloud systems), ISO 27701 (Data Protection), ISO 22301 (Business Continuity) and the National Security Plan in Category: High, this last being obligatory for public administration.

8. Subcontracting

The rights and obligations created by this Contract cannot be transmitted or ceded, totally or partially, without prior written agreement by both Parties and acceptance by the third party of all conditions outlined in the present contract.

9. Order of prevalence

Each of the provisions of this contract must be interpreted separately and independently of the others. In the event of contradiction between the provisions of any condition, the rest of conditions shall prevail; it shall also prevail over any previously signed agreements and documents between the parties.

In the event that for any reason any of the conditions contained should be null and void, this shall not invalidate the validity of the other conditions, which shall continue to be in force between the parties insofar as they are applicable.

Furthermore, the contracting parties agree to replace the affected clauses or conditions with one or more other conditions having the effects corresponding to the purposes pursued by the parties in this agreement.

10. Communications

Any communication addressed between the parties shall be made by e-mail. It is agreed that ODILO's e-mail address is finance@odilo.us and that of the CUSTOMER shall be the e-mail address provided by the Customer for receipt of the sales order.

11. Termination

This contract will be terminated, in addition to the general causes recognised in Law, for the following:

- a) For the breach of any of the clauses of this contract. In this case, it will not be necessary to give prior notice and, in no case, pay any compensation amount by the party that terminated the contract.
- b) Payment conditions not met.

- c) For the duration of this or, where appropriate, if the non-renewal has been requested and provided that the notice period has been met.
- d) For being declared in a situation of suspension of payments, bankruptcy or bankruptcy any of the parties. and.
- e) Mutual agreement of the Parties, which must be previously formalized in writing..

12. Personal information protection

In accordance with Article 28 of Regulation (EU) 2016/679 of the 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 Article 33 of Organic Law 3/2018 of 5 December on the Protection of Personal Data and guarantee of digital rights, ODILO, as processor, will only process data in accordance with the instructions of the Controller, defined in the Data protection Contract included in the Link.

13. Applicable law and Jurisdiction

For any dispute that may arise in relation to the interpretation, execution and performance of this agreement, the parties expressly submit, with express waiver of any other jurisdiction that may correspond to them, to the national legislation of the State where the headquarters of ODILO issuing the sales order is located and to the jurisdiction of the Courts and Tribunals of the city where the headquarters of ODILO issuing the sales order is located.