

General Terms

Version 1.4 2024-05-01

By using Moodle as a Service from Autotech Development Sweden AB (in the following text referred to as Autotech), you accept the following terms.

1 Definitions

- a) "Agreement" means this agreement
- b) "Customer" means the legal entity who has deployed the Service.
- c) "The Service" refers to Autotech's software product Sparkfore, which is provided by Autotech, and launches Moodle.
- d) "Training Manager" means one (1), by the customer assigned user, that has administrative access to the Service and who acts as a contact person for Autotech.
- e) "User" refers to all persons who are given the right by the Customer to use the Service.

2 General Terms

These General Terms and Conditions (GT) regulate your use of agreed software, hereinafter referred to as the Service.

The Service is provided as "Software as a Service" (SaaS), that is provided on a subscription basis. The agreement gives the Customer the right to access the Service and the right to use it in the manner set out in the agreement. All parts of the Service are regulated by GT, including parts that are added, purchased, or used later.

The Service is provided as is. The right to use the Service is not conditional on or dependent on any version of the Service or function at any particular time, but provides access to and the right to use the Service as it is provided at any given time.

2.1 Right of use

Once the Customer has signed the agreement, the Customer is entitled to use the Service. The customer may not transfer, lease, lend, sell, or otherwise dispose of the right to use the Service or in any way let others possess the Service.

Each User is responsible for the confidentiality and accuracy of login information and other account information. The Customer and / or the User must inform Autotech immediately in the event of unauthorized access to login information.

The Customer is aware that use of the Service presupposes access to such software, equipment, and communication services as are required to use the Service.

Users shall not transmit viruses, worms, or malicious code of any kind to the Service or by using the Service. The service may not be used for any illegal or unauthorized purpose. Users shall not violate any legislation in the relevant jurisdiction / jurisdictions, including but not limited to copyright law or the transfer of offensive, threatening, infringing, defamatory or other offensive data to the Service.

2.2 Contract period

The agreement is valid for the contract period of 12 months (1 year) after the agreement date. The contract period is automatically renewed for 12 months if no party terminates the agreement.

2.3 Termination of agreement

Either party has the right to terminate the agreement, no later than three (3) months before the end of the contract period. The agreement continues to apply during the notice period, after which agreements with related services and payment claims terminate. Termination must be in writing.

2.4 Cancellation

The agreement is binding, but either party has the right to terminate the agreement if the other party violates commitments in these terms. If a party considers that the other party has committed a breach of contract or otherwise has not fulfilled its obligations in such a way that a request for cancellation has arisen, the other party shall be notified in writing. If the other party does not contest / resolve complaints within two (2) working days, the agreement may be terminated with immediate effect.

2.5 After the termination of the agreement

After termination of the agreement, Autotech has no responsibility for the content uploaded to the Service. Consequently, the Customer must ensure to have the necessary backup copies, etc. of the content he wishes to retain.

2.6 Deleting content

When the agreement has expired, for whatever reason, Autotech has the right to and undertakes to permanently delete and delete all copies of the Customer's content in connection therewith within a time frame that is in reasonable proportion to the backup and management routines that Autotech uses at the current time.

3 Provided Service

3.1 Availability

The Service is normally available via the internet around the clock, seven days a week. Autotech reserves the right to take measures that affect the above-mentioned availability, if Autotech deems this necessary for technical, service, operational or safety-related reasons. Scheduled service and update work is performed within or outside normal working hours (08:00 - 17:00 CET) in consultation with the Customer. The Customer is also aware of and acknowledges that the User's ability to prepare for access to the Internet cannot be guaranteed and that Autotech is not responsible for deficiencies in the User's own Internet connections or equipment.

3.2 LMS Software Update

Autotech is constantly developing the Service so that Customers have access to the best possible software with the adding of new features to support digital workplace learning.

With this agreement, the Service is continuously updated and maintained. The update includes the latest support Moodle version, as well as upgrades to PHP, Linux, PostgreSQL, etc. The maintenance also includes

- Security surveillance that lists all reported bugs for all installed applications on the servers including actions
- Automatic re-launch if the Moodle installation should go down for whatever reason
- Automatic notification to our internal support if a system goes down, so we can take action.

3.3 Support

The agreement gives no right to support regarding management issues with the Service.

3.4 Suppliers

Autotech has the right to engage suppliers to fulfill Autotech's obligations in this agreement. Autotech is responsible for the work and services of suppliers in the same way as for its own work and services.

Autotech uses Digital Ocean (VAT ID: EU528002224) as a provider of the cloud service. The physical storage of data takes place exclusively within the EU / EEA. Digital Ocean's servers are physically located in Frankfurt, Germany. Autotech reserves the right to replace the selected supplier if necessary.

3.5 Subdomain

Autotech reserves the right to change the selected subdomain for registered Service without notice. Changes may occur - but are not limited to - the use of company names, organization names or trademarks for which

the Customer is not the principal or does not otherwise have the right to register or use a registered company name, organization name or trademark.

4 Ownership

4.1 Intellectual Property Rights for the Service

Autotech is the sole holder of all Intellectual Property Rights (IPR) attributable to the Service. However, the customer has the right to use the Service and the associated Autotechs IPR in the manner specified in the terms of this agreement.

4.2 Intellectual Property Rights for the Content (courses, users, and results)

The Customer is the sole holder of all IPR for the Content, i.e. courses, users, and results. Autotech makes no claims on intellectual property rights, or property rights of any kind, to Data owned by the Customer which is transferred to the Service.

All intellectual property rights that are attributable to the content uploaded to, transferred through, posted, or otherwise entered into the Service by the Customer, or another on behalf of the Customer, as well as any modifications or further developments thereof, shall be exclusive and without compensation belong to the Customer with ownership.

5 Security and privacy

5.1 Identity and password for Training Manager

The Training Manager(s) shall ensure that identities and passwords are stored and used in a secure manner and are not accessible and thus useful to third parties. The Customer and its Training Manager(s) are responsible for any unauthorized use of the service. Autotech is not liable for any loss or damage arising from the Training Manager's breach of these obligations.

5.2 Security of the Service

Autotech shall take measures to ensure the security of the Service, by evaluating operations, systems, networks and applications to protect the Customer's data. This is done, for example, by scanning and monitoring operations, systems and networks, perform continuous backups, secure communication and data transfer through HTTPS and ensure encryption of sensitive data.

The application is kept secure through, among other things, security by design, separated development environments and product security functions such as login authentication and the possibility of Single Sign On (SSO).

5.3 Privacy

Each party undertakes not to disclose information received under the agreement to third parties or otherwise make the information available to third parties. This duty of confidentiality does not apply to information that a party can prove to have become known in any other way than by virtue of this agreement or which is public property. Nor shall the duty of confidentiality apply if a contracting party is obliged to disclose information by virtue of laws and other statutes, government regulations or court injunctions. The duty of confidentiality shall continue to apply after the expiry of the agreement.

6 Warranty

6.1 Function of the Service

Autotech guarantees that the Service will work mainly as described. The Customer and Autotech agree that the Service and the delivery thereof are not completely free from errors and that improvements to the Service are an ongoing process. The Customer agrees that the Service is delivered in its existing condition and is used at the Customer's own risk.

6.2 Corrections in the Service

Autotech undertakes to perform corrections of deviations from the promised function that are significant to the Service's function and significant errors in the Service's software that the Customer pays attention to. Remediation must take place within a reasonable time after the complaint.

6.3 Complaints

Complaints regarding deviations or errors must, in order to be invoked by the Customer, be made in writing and within a reasonable time after discovery. Autotech's warranty commitment presupposes that the Customer submits the necessary material at his own expense so that the error or deviation in accordance with the complaint can be evaluated and corrected by Autotech.

6.4 Other responsibilities

In addition to what is stipulated above, Autotech has no responsibility for the Service, additional services or for the function or quality of the service. The customer's rights are completely regulated by these general terms and conditions. Autotech is thus under no circumstances obliged to pay any compensation in connection with this agreement.

7 Limitation of liability

7.1 Interruption of operation

The Customer or the User is not entitled to damages or other compensation in the event of an interruption of operations or errors, which impedes data communication on the Internet.

7.2 Claims for compensation from third parties

If a third party makes a claim for compensation against Autotech as a result of the use of the Service, the Customer shall indemnify Autotech with respect to such claims for compensation.

Autotech is in no way responsible for the Data content or the ownership of Data.

7.3 Indirect losses

Under no circumstances shall any of the parties be liable to the other party for indirect losses, loss of profit or expected savings, loss of revenue, loss of data or claims for compensation from third parties.

9 Force Majeure

Autotech is exempt from other penalties if the User's access to the Services is prevented or made significantly more onerous due to circumstances beyond Autotech's control, which Autotech could not reasonably have foreseen. Such force majeure cases include, for example, natural disasters, faults in another operator's network, general lack of transport capacity, goods or energy or other similar circumstances.

9 Data processing and integrity

9.1 Personal data

Both Autotech and the Customer undertake to comply with the General Data Protection Regulation, GDPR. A separate agreement has been reached between the parties where the Customer is the Data Controller, thus responsible for the Personal Data, and Autotech is the Data Processor that only processes personal data on behalf of the controller.

9.2 Collection of information

Autotech may collect information from the use of the Service via automated data collection tools. Autotech collects and uses such information for the purpose of securing, maintaining, and improving products and services as well as for statistics and analyzes of various kinds.

Autotech may collect, download, and review information saved, stored, or published on or via the Service. Autotech collects, downloads, and reviews such information to (1) comply with any law, ordinance, or regulation, or to respond to a legally binding request from authorities or the police, such as a court order, decision or injunction; (2) to investigate or prevent security threats or fraud.

9.3 Information security

Autotech will not sell, rent, lease or otherwise make collected Data available to third parties, except in the following situations; (1) to comply with a law, ordinance or regulation, or to respond to a legally binding request from authorities or the police, such as a court decision, decision or injunction; (2) to investigate or prevent security threats or fraud; (3) in the event of reorganization, merger, sale or purchase of all or part of Autotech, then personal information may be disclosed as part of the reorganization or merger or to actual and future purchasers. In all such cases, Autotech will ensure that such parties comply with the terms set forth herein, and announce that information has been disclosed.