TERMS OF DELIVERY GRAFI OFFSHORE B.V.

The terms of delivery consist of a general part and specific conditions for IT activities (software development, use, and maintenance).

General Provisions
These general terms are divided into the following chapters:

- General Provisions
- Software-as-a-Service (SaaS)
- Virtual Staffing for Remote Developers

The general provisions apply to all agreements and are supplemented by specific provisions depending on the type of agreement with the client. In case of conflict, the specific provisions prevail.

CHAPTER 1: GENERAL PROVISIONS

Article 1: General

1.1 These terms apply to the formation, content, and performance of all agreements between a natural or legal person (hereinafter: client) and Grafi Offshore B.V. (hereinafter: supplier).

1.2 The client's general (purchase) conditions only apply if expressly and in writing agreed that they exclude these terms.

1.3 If any provision is void or annulled, the remaining provisions remain in force.

1.4 The terms are available at www.grafi-offshore.com.

Article 2: Offers and Proposals

2.1 A price quotation, budget, pre-calculation, or similar statement does not obligate the supplier to conclude an agreement.

2.2 Supplier's offers are non-binding and can only be accepted without deviations. An offer is deemed rejected if not accepted within a month.

Article 3: Cancellation and Termination

3.1 The client can cancel an agreement before execution begins, compensating the supplier for any incurred damages, including preparatory costs.

3.2 Either party can dissolve the agreement if the other party fails to meet essential obligations after a detailed written notice of default.

3.3 For indefinite agreements, either party can terminate with a reasonable notice period, without being liable for damages.

3.4 Immediate termination is possible if the other party is granted suspension of payment, bankruptcy, or liquidation.

3.5 Pre-received performances and related payment obligations are not subject to undoing upon termination unless the client proves the supplier is in default. Pre-invoiced amounts remain payable.

Article 4: Price

4.1 Prices exclude VAT and other government-imposed levies.

4.2 The quoted price applies only to the specified performance.

4.3 For periodic payments, the supplier may adjust prices with a three-month notice. The client can terminate the agreement if they disagree.

4.4 Combined offers do not oblige partial performance at a proportional price.

4.5 Prices are annually adjusted based on CBS inflation rates.

Article 5: Confidential Data and Privacy

5.1 Both parties guarantee confidentiality of received data unless legally required otherwise. Data marked confidential will always be treated as such.

5.2 The client indemnifies the supplier against claims from individuals whose personal data is processed in the client's registration.

Article 6: Payment Terms

6.1 Unless agreed otherwise, the client must pay invoices within 14 days, without discount or set-off. Late payments incur default without notice.

6.2 The supplier may request payment for partial deliveries and related costs.

6.3 The client must provide security for payments upon request. Insufficient security must be supplemented on request.

6.4 Late payments incur statutory (commercial) interest from the invoice date.

6.5 The client must fully reimburse extrajudicial and judicial collection costs in case of late payment.

Article 7: Retention of Ownership and Rights, Right of Retention

7.1 Delivered goods remain the supplier's property until full payment.

7.2 Rights are granted under the condition of timely and full payment.

7.3 The supplier may retain goods until full payment is received.

Article 8: Risk

The risk of loss, theft, or damage transfers to the client upon delivery.

Article 9: Delivery Period

9.1 Stated delivery times are indicative unless expressly stated as final. The supplier defaults only after a notice of default.

9.2 Binding delivery terms lapse if the client requests specification changes.

9.3 The client must facilitate timely delivery by the supplier.

9.4 If the client fails to meet obligations, binding delivery terms lapse, and the supplier may suspend performance.

Article 10: Content and Modification of Agreement

The client bears the risk of misunderstandings due to unclear or incomplete specifications or communications.

Article 11: Intellectual or Industrial Property Rights

11.1 All rights to developed or provided software, databases, equipment, or materials remain with the supplier or licensors. The client gets a non-exclusive, non-transferable use right.

11.2 Deviations require a written agreement. The supplier retains the right to reuse underlying components.

11.3 The client may not remove or modify copyright or confidentiality notices.

11.4 The supplier may use technical measures to protect software. The client cannot remove these measures.

11.5 The client may create a backup if the supplier does not provide one.

11.6 The client may correct errors if necessary for intended use, defined as non-compliance with specifications.

11.7 The supplier indemnifies the client against third-party claims of IP infringement by the supplier's software.

11.8 The client guarantees no third-party rights prevent data provision for use, processing, installation, or incorporation.

Article 12: Ownership of Production Means

12.1 Production means remain the supplier's property.

12.2 The supplier is not obliged to deliver these means to the client.

12.3 The supplier is not obliged to keep these means for the client.

Article 13: Force Majeure

Supplier is not liable for shortcomings due to force majeure.

Article 14: Supplier Liability, Indemnity

14.1 Liability is limited to the price of the agreement, excluding indirect damages.

14.2 Liability for indirect damages is excluded.

14.3 Liability limits do not apply in cases of intent or gross negligence.

14.4 Liability arises only after a detailed notice of default and a reasonable remedy period.

14.5 Claims for damages must be reported promptly and expire after 12 months.

14.6 The client indemnifies the supplier against third-party claims for product liability.

14.7 These provisions also benefit the supplier's auxiliary persons.

Article 15: License

By providing information or materials, the client grants the supplier a license to use them.

Article 16: Execution

16.1 The supplier performs services with care, based on a best-effort obligation.

16.2 The supplier may delay services until approval of prior phases.

16.3 Only written instructions altering services are binding.

16.4 The supplier can replace assigned personnel.

16.5 All amounts are due weekly in arrears.

Article 17: Modification and Additional Work

17.1 Additional work requested by the client is charged at usual rates.

17.2 Additional work can affect timelines and responsibilities.

17.3 Fixed-price agreements will include financial implications of additional work.

Article 18: Applicable Law

The agreement is governed by Dutch law. The CISG is excluded.

SOFTWARE DEVELOPMENT

The provisions in this chapter "Software Development" apply alongside the General Provisions and specific provisions from the "Services" chapter when the supplier develops and installs software for the client. The "Use and Maintenance of Software" chapter also applies unless stated otherwise here. Rights and obligations concern computer software in machine-readable form, including related documentation. This chapter includes mobile websites.

Article 19: Software Development

19.1 If specifications or designs are not provided at the agreement's inception, both parties will specify in writing which software will be developed and how. The supplier will carefully develop the software based on the data provided by the client, who ensures its accuracy, completeness, and consistency. If a development methodology is agreed upon, prioritization during execution will be jointly determined.

19.2 The supplier is entitled but not obligated to verify the provided data, specifications, or designs for accuracy, completeness, or consistency. If any deficiencies are found, the supplier may suspend work until the client resolves these issues.

19.3 Notwithstanding the provisions of Article 11, the client only acquires the right to use the software within their own company or organization. Only if expressly agreed in writing will the source code and technical documentation be provided, allowing the client to make modifications. If legally obliged, the supplier may provide the source code and technical documentation for a reasonable fee.

Article 20: Delivery, Installation, and Acceptance

20.1 The supplier will deliver and install the software per the written specifications if agreed in writing. Without explicit arrangements, the client is responsible for installation, configuration, tuning, and adapting the equipment and environment. The supplier is not obliged to perform data conversion unless otherwise agreed.

20.2 If an acceptance test is agreed upon, the test period is fourteen days after delivery or installation. During this period, the client may not use the software for productive or operational purposes. The supplier may require the client to conduct a thorough test and report the results in writing.

20.3 The software is considered accepted:
a. if no acceptance test is agreed upon: upon delivery or installation completion,
b. if an acceptance test is agreed upon: on the first day after the test period, or
c. if a test report as described in Article 20.5 is received before the end of the test period: when the errors mentioned are corrected, notwithstanding any minor defects.

20.4 If the acceptance test reveals errors hindering the test progress, the client will inform the supplier in writing, and the test period will be suspended until the errors are resolved.

20.5 If the acceptance test reveals errors, the client will report them in writing by the last day of the test period. The supplier will endeavor to correct these errors within a reasonable time, including temporary solutions or workarounds.

20.6 Acceptance cannot be withheld for reasons unrelated to the agreed specifications or for minor errors that do not hinder the software's productive use. Acceptance cannot be withheld for subjective aspects like user interface design.

20.7 Acceptance of phases or parts does not affect the acceptance of previous phases or parts.

20.8 Acceptance as per Article 20.3 fulfills the supplier's obligations regarding software development and installation. Acceptance does not affect the client's rights concerning minor defects or warranty as per Article 25.

20.9 If no explicit billing schedule is agreed, all amounts related to software development are due upon delivery or installation.

USE AND MAINTENANCE OF SOFTWARE

These provisions apply to all software provided by the supplier. Rights and obligations concern computer software in machine-readable form, including related documentation and new versions. This chapter includes websites.

Article 21: Right to Use

21.1 Notwithstanding Article 11, the supplier grants the client a non-exclusive right to use the software. The client must adhere to the agreed usage restrictions, including loading and executing the software.

21.2 The software is for use only within the client's company or organization on specified processing units and for a specified number of users or connections. If nothing else is agreed, the initial processing unit and number of connections define the usage right. The software can be used on another unit during processing unit failures.

21.3 The usage right is non-transferable. The client cannot sell, rent, sublicense, transfer, or make the software available to third parties. The client may not modify the software except for error correction. The source code and technical documentation remain undisclosed.

21.4 Upon termination of the usage right, the client must return or destroy all software copies and inform the supplier in writing of such destruction if agreed upon.

Article 22: Delivery, Installation, and Acceptance

22.1 The supplier delivers the software on the agreed type and format of data carriers and installs it if agreed upon. The client handles installation, configuration, tuning, and adaptation of equipment unless otherwise agreed. Data conversion is not required unless explicitly agreed.

22.2 If an acceptance test is agreed upon, Articles 20.2 to 20.7 apply. Without an acceptance test, the client accepts the software as-is upon delivery, with all visible and hidden defects, subject to warranty obligations in Article 23.

22.3 If no explicit billing schedule is agreed, all amounts related to the software provision and usage rights are due upon delivery or installation.

Article 23: Warranty

23.1 The supplier will endeavor to correct reported errors within three months of delivery or acceptance if applicable. The supplier does not guarantee uninterrupted, error-free operation. Repairs are free unless the software is custom-developed for a non-fixed price, in which case usual rates apply. Repair costs may also be charged for user errors or other non-supplier-related causes. Data recovery is not included. The warranty voids if unauthorized modifications are made.

23.2 Errors will be corrected at a location determined by the supplier, who may provide temporary solutions or workarounds.

23.3 There is no obligation to correct errors reported after the warranty period unless a maintenance agreement includes such obligations.

Article 24: Maintenance

24.1 With a maintenance agreement or included maintenance, the client reports detailed errors, and the supplier will endeavor to correct them and improve the software in future versions. Temporary solutions or workarounds may be provided. The client handles installation and adaptation unless otherwise agreed. Data conversion is not required.

24.2 The supplier does not guarantee uninterrupted, error-free operation.

24.3 Repair costs for user errors or unauthorized modifications may be charged. Data recovery is not included.

24.4 Improved versions will be provided if a maintenance agreement exists. Support for old versions ceases three months after a new version is available. New features may require a new agreement and fee.

24.5 If no maintenance agreement is made upon initial software provision, the supplier is not obliged to enter into one later.

24.6 Maintenance fees are due before the maintenance period begins.

Article 25: Third-Party Software

Third-party software terms apply if the supplier provides such software, overriding these conditions. The client accepts third-party terms. If third-party terms are deemed inapplicable, these general conditions apply.

CHAPTER 2: SOFTWARE-AS-A-SERVICE (SAAS)

These provisions apply to SaaS services provided by the supplier to LesLinq.

Article 26: SaaS Execution

26.1 The supplier provides software remotely without physical media, on a non-exclusive, non-transferable basis.

26.2 The client uses the software for its intended purpose only.

26.3 Government-requested work related to client data incurs additional costs.

26.4 The supplier may update the software, informing the client of procedural changes.

26.5 The supplier may temporarily suspend services for maintenance.

26.6 No physical media is provided.

26.7 Platform-wide improvements are offered at a reduced rate.

Article 27: Warranty

27.1 The supplier does not guarantee error-free, uninterrupted operation of the SaaS software. The supplier will endeavor to correct reported errors in a reasonable time, especially for software developed by the supplier.

27.2 Errors are defined as substantial non-compliance with the supplier's documented specifications or agreed custom specifications.

27.3 The supplier may delay error correction until a new software version is released. The supplier is not obliged to correct third-party software errors and may provide temporary solutions.

27.4 Based on supplier-provided information, the client must assess risks and take additional measures if necessary. The supplier will cooperate reasonably with client measures for an additional fee. Data recovery is not included, and the supplier does not guarantee timely compliance with legal changes.

Article 28: Service Commencement and Fees

28.1 SaaS services commence within a reasonable time after the agreement. The client ensures necessary facilities for SaaS use upon agreement.

28.2 Fees for SaaS services are due annually in advance unless otherwise agreed.

Article 29: Service Level Agreement

29.1 Service levels are agreed upon in writing. The client promptly informs the supplier of any circumstances affecting service levels.

29.2 Availability is measured excluding pre-announced maintenance and factors outside the supplier's control. The supplier's availability measurement is considered conclusive unless proven otherwise.

Article 30: Intellectual Property

30.1 The LesLinq microlearning platform, including all software, features, developments, and additions, is owned by Grafi. LesLinq is a trade name of Grafi.

30.2 All intellectual property rights related to the platform remain with Grafi.

30.3 LesLinq users may use the platform as intended and may propose or create new features.

30.4 Submitted suggestions and creations become Grafi's property, which Grafi may use and commercialize without compensation to the user.

30.5 Intellectual property related to the platform cannot be copied, modified, reverse-engineered, or used without Grafi's prior written consent.

30.6 Grafi reserves the right to modify platform usage terms and intellectual property conditions.

Article 31: Liability

31.1 LesLinq is not liable for user-generated content.

31.2 Users are solely responsible for their content, and LesLinq is not obligated to monitor it.

31.3 Users indemnify LesLinq against claims related to their content.

31.4 LesLinq's liability is limited to direct damages from breaches of this agreement. Indirect damages are excluded.

31.5 LesLinq may seek damages for breaches of this agreement by users.

Article 32: SaaS Service Enhancements

32.1 Technical support is available via support@leslinq.com.

32.2 New features and updates are added regularly, ideally before 07:00 CET, with exceptions possible.

32.3 System uptime is 99%, excluding planned maintenance.

CHAPTER 3: VIRTUAL STAFFING FOR REMOTE DEVELOPERS

This chapter includes additional provisions to the general terms and conditions and applies to the development of custom software and content by Virtual Staffing. This covers usage rights, specifications, development, delivery, installation, acceptance, compensation, and warranty.

Article 33: Applicability

33.1 These provisions supplement the General Terms of Grafi Offshore B.V. and apply when Virtual Staffing provides one or more remote developers to the client for software development under the client's direction and supervision.

Article 34: Services

34.1 Virtual Staffing will provide remote developers to the client for specific software development projects as per agreed terms.

34.2 Remote developers will typically be available for forty hours per week during regular working days of Virtual Staffing unless otherwise agreed in writing.

Article 35: Request and Selection

35.1 The client can request a remote developer or team by contacting Virtual Staffing and specifying project

requirements.

35.2 Virtual Staffing will select a suitable remote developer based on project needs and skills.

Article 36: Collaboration Agreement

36.1 After selection, Virtual Staffing will document the terms in a collaboration agreement with the client, outlining the rights and obligations regarding the remote developer(s).

Article 37: Duration and Termination of the Agreement

37.1 The agreement between Virtual Staffing and the client can be for a fixed or indefinite period as mutually agreed.

37.2 Termination requires a notice period as agreed in writing between Virtual Staffing and the client.

Article 38: Replacement

38.1 Virtual Staffing will strive to keep the assigned remote developer available during the agreement period.

38.2 In case of necessary replacement, Virtual Staffing will consult with the client to provide a suitable substitute with comparable qualifications as soon as reasonably possible. The exact duration may vary based on factors like the availability of qualified candidates and required skill complexity.

Article 39: Working Hours, Working Conditions

39.1 The working hours and conditions of the remote developer(s) will comply with standard norms and regulations.

39.2 Both Virtual Staffing and the client will ensure a safe and healthy work environment for the remote developer(s).

Article 40: Price and Payment

40.1 Rates and payment terms for the remote developers are agreed upon between Virtual Staffing and the client and documented in the collaboration agreement.

Article 41: Liability and Indemnification

41.1 Virtual Staffing is not liable for the selection of remote developers or the results of their work under the client's direction and supervision.

41.2 The client is liable for any damages resulting from or related to the work of the remote developer(s) and indemnifies Virtual Staffing.

41.3 Virtual Staffing aims to provide high-quality services to its clients. However, it is important to clarify the limitations of our liability related to the services provided.

41.4 Virtual Staffing limits its liability as follows:
- **Exclusion of Warranties:** Virtual Staffing does not offer explicit or implicit warranties regarding the services, including suitability for a particular purpose, accuracy, or reliability.
- **No Liability for Consequential Damages:** Virtual Staffing will not be liable for indirect, incidental, special, consequential, or punitive damages, including loss of profits, revenue, data, or business opportunities, even if notified of such damages' possibility.
- **Maximum Liability:** Virtual Staffing's total liability to a client, regardless of nature, is limited to the amount actually paid by the client for the specific services in question. It is important to note that the client directly manages our developers and is thus responsible for the delivered work's quality, accuracy, and completeness. Virtual Staffing is not responsible for any deficiencies in the work directly attributable to the

client's instructions, guidelines, or specifications.
- **Exceptions to Liability Limitations:** The above liability limitations do not apply in cases of willful misconduct, gross negligence, fraudulent acts, or personal injury or death resulting from our services.

41.5 Clients agree to indemnify and defend Virtual Staffing against all claims, damages, losses, costs, and liabilities arising from or related to the use of our services or breach of these terms by the client.

41.6 These liability limitations are effective unless otherwise agreed in writing in a separate agreement between Virtual Staffing and a client. Any modifications or deviations from these provisions must be agreed upon in writing and signed by both parties.

Article 42: Intellectual Property Rights

42.1 Intellectual property refers to the rights that an individual or organization holds over creative works such as software code, designs, and other innovations. These rights protect the exclusive use and exploitation of these works.

42.2 In collaboration between Virtual Staffing and the client concerning software development, the intellectual property of the developed products and code is assigned to the client unless otherwise agreed in writing.

42.3 The collaboration agreement between Virtual Staffing and the client will include the following terms regarding intellectual property:
- **Transfer of Rights:** Virtual Staffing transfers full ownership rights to the client for all developed software products and code.
- **Usage Rights:** The client has the exclusive right to use, modify, distribute, and exploit the developed products and code per the agreement terms.
- **Restrictions:** Virtual Staffing retains no rights to the developed work and will not claim any part of the intellectual property after transferring it to the client.
- **Third-Party Applications:** If third-party applications or libraries are used, the above articles do not apply. In such cases, the intellectual property may remain with the original developers or rights holders of these applications or libraries.

42.4 To protect intellectual property, Virtual Staffing will:
- **Confidentiality:** Treat all project-related information and materials confidentially and protect them from unauthorized access or disclosure.
- **Copyrights:** Register copyrights as necessary and acknowledge and protect the client's rights.

42.5 In case of intellectual property disputes, Virtual Staffing will collaborate with the client to resolve these as per the collaboration agreement terms. This may include:
- **Assistance with Claims:** Virtual Staffing will fully assist the client in enforcing their intellectual property rights.
- **Dispute Resolution:** If necessary, a dispute resolution procedure will be followed to resolve any disputes.