

GENERAL TERMS AND CONDITIONS LESLINQ

LesLinq is a trade name and product of Grafi Offshore B.V.

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Version 1.0, 2026. These terms and conditions can be consulted and downloaded at www.leslinq.com

ARTICLE 1 — DEFINITIONS

In these general terms and conditions, the following terms shall have the following meanings:

1.1 Supplier: Grafi Offshore B.V., trading as LesLinq.

1.2 Customer: the natural person acting in the course of a profession or business, or the legal entity, that enters into an Agreement with Supplier.

1.3 Platform: the LesLinq microlearning and e-learning platform, including all associated software, functionalities, developments, extensions, additions and documentation.

1.4 SaaS Service: making the Platform available and accessible to Customer remotely via the internet, without the provision of a physical carrier.

1.5 Agreement: any agreement between Supplier and Customer relating to the SaaS Service and/or additional services, including the related order confirmation, quotation or subscription form.

1.6 User: any natural person who has access to the Platform through or on behalf of Customer.

1.7 Customer Content: all content created, uploaded, stored or shared via the Platform by or on behalf of Customer or its Users, including texts, images, videos, audio and interactive learning materials.

1.8 Customisation: functionality, content or modifications to the Platform developed specifically at Customer's request.

1.9 Defect: the material failure of the Platform to meet the functional or technical specifications communicated in writing by Supplier, provided that this is demonstrable and reproducible by Customer.

ARTICLE 2 — APPLICABILITY

2.1 These general terms and conditions apply to the formation, content and performance of all Agreements between Customer and Supplier, as well as to any use of the Platform.

2.2 Customer's general (purchasing) terms and conditions only apply if it has been expressly agreed in writing that they apply to the exclusion of these terms and conditions.

2.3 If any provision of these terms and conditions is void or is annulled, the remaining provisions shall remain in full force. In that event, the parties shall consult with each other to agree on a replacement provision that reflects the purport of the original provision as closely as possible.

2.4 Deviations from these terms and conditions shall only apply if agreed in writing and solely for the Agreement in question.

2.5 Supplier is entitled to amend these terms and conditions. Amendments will be communicated to Customer at least thirty (30) days before they take effect. If Customer does not wish to accept an amendment that materially increases its burden, Customer may terminate the Agreement as of the date on which the amendment takes effect. Continued use of the Platform after the amendment takes effect constitutes acceptance.

ARTICLE 3 — OFFERS AND FORMATION

3.1 All offers, quotations, price quotes, demos and trial environments provided by Supplier are without obligation and do not oblige Supplier to enter into an Agreement. An offer can only be accepted without deviations and is deemed to have been rejected if it has not been accepted within one month.

3.2 The Agreement is formed at the moment Supplier confirms Customer's acceptance in writing (including by email), or at the moment Supplier commences performance.

3.3 Customer acknowledges that, prior to entering into the Agreement, it has had sufficient opportunity — including through demos, trial environments and documentation — to satisfy itself of the functionality and suitability of the Platform for its intended purpose. The assessment of whether the Platform is suitable for the intended use is at Customer's own expense and risk.

3.4 Demos, examples and trial environments shown are indicative; no rights can be derived from them with respect to specific features or results, unless these have been agreed in writing as specifications.

ARTICLE 4 — THE SAAS SERVICE

4.1 Supplier shall make the Platform available to Customer remotely for the duration of the Agreement on a non-exclusive, non-transferable, non-pledgeable and non-sublicensable basis.

4.2 All services provided by Supplier are performed on a best-efforts basis, unless and insofar as Supplier has expressly promised a specific result in the Agreement and that result has been described with sufficient specificity.

4.3 Performance of the SaaS Service shall commence within a reasonable period after the Agreement is entered into. Customer shall ensure that it has the facilities required for use (including suitable equipment, up-to-date browsers and an internet connection) available without delay.

4.4 Supplier may continue performance of the SaaS Service using a new or amended version of the Platform. Supplier continuously works on new functionalities and updates and aims to

carry out updates before 07:00 CET; exceptions to this are possible. Supplier is not obliged to maintain, amend or add specific features or functionalities for Customer.

4.5 Supplier may temporarily take the SaaS Service out of use, in whole or in part, for preventive, corrective or adaptive maintenance. Supplier shall announce this in advance wherever possible, shall not allow the outage to last longer than necessary, and shall schedule it outside office hours where possible. Announced maintenance does not constitute downtime.

4.6 If Supplier carries out work in relation to data of Customer, its employees or Users pursuant to a request or order from a government authority or a statutory obligation, the costs involved will be charged to Customer.

ARTICLE 5 — AVAILABILITY (SERVICE LEVEL)

5.1 Supplier aims for an availability of the Platform of 99% on an annual basis, measured excluding (i) previously announced maintenance and updates and (ii) circumstances beyond Supplier's control (including outages at hosting providers, internet providers or in Customer's infrastructure).

5.2 Further agreements on service levels (Service Level Agreement) only apply if expressly agreed in writing. Customer shall promptly inform Supplier of all circumstances that (may) affect the service level.

5.3 Except for evidence to the contrary provided by Customer, the availability measured by Supplier shall be deemed conclusive evidence.

ARTICLE 6 — ACCOUNTS AND ACCESS

6.1 Customer is responsible for managing the accounts and login credentials provided to it and for any use made of the Platform therewith. Customer shall keep login credentials strictly confidential.

6.2 Customer warrants that Users use the Platform in accordance with the Agreement and these terms and conditions. Acts or omissions of Users shall be attributed to Customer.

6.3 Supplier may suspend access to the Platform, in whole or in part, if Customer fails to meet its (payment) obligations, or if there is a reasonable suspicion of misuse or use contrary to the Agreement, without Supplier becoming liable for damages as a result.

ARTICLE 7 — RIGHT OF USE AND USAGE RESTRICTIONS

7.1 Customer obtains solely the non-exclusive, non-transferable right to use the Platform within its own organisation for the duration of the Agreement, for the agreed purpose and, to the extent agreed, for the agreed number of Users, participants or publications.

7.2 Customer is not permitted to allow third parties to use the SaaS Service, to sell, rent out, sublicense, dispose of or otherwise make the Platform available to third parties, or to use the Platform for the benefit of third parties ('time-sharing'), unless otherwise agreed in writing (for example, in the context of a reseller or partner arrangement).

7.3 Customer is not permitted to copy, adapt, reverse-engineer, decompile or otherwise use the Platform, in whole or in part, outside the scope of the Agreement, except to the extent mandatory law provides otherwise.

7.4 The source code of the Platform and the technical documentation are not made available to Customer. Customer acknowledges that the source code is confidential and contains Supplier's trade secrets.

7.5 Supplier may take technical measures to protect the Platform or to enforce agreed usage restrictions. Customer shall not remove or circumvent such measures.

7.6 The right of use lapses by operation of law upon termination of the Agreement, and Customer shall cease all use of the Platform.

ARTICLE 8 — ONBOARDING, TRAINING AND SUPPORT

8.1 Onboarding, training and instruction form part of the Agreement only if and to the extent expressly agreed. The scope and form thereof (for example, a full or abbreviated onboarding) shall be set out in the Agreement. If Customer opts for an abbreviated onboarding or waives (part of) the onboarding or training offered, the consequences thereof shall be at Customer's own expense and risk.

8.2 Supplier makes documentation and/or a knowledge base available to support use of the Platform, in the form and language Supplier deems appropriate.

8.3 Second-line support relating to the technical functioning of the Platform is available via the support channel designated by Supplier (email: support@leslinq.com). Support does not include substantive assistance with content creation, instructional design advice or (re)configuring Customer's environment, unless otherwise agreed in writing; such work qualifies as additional work under article 13.

8.4 Customer is itself responsible for setting up, configuring, parameterising and managing its own environment within the Platform, including settings, publication options and display options, as well as for using the Platform in accordance with the documentation. The consequences of incorrect configuration or usage errors by or on behalf of Customer are at Customer's expense.

ARTICLE 9 — CUSTOMER CONTENT AND CUSTOMER RESPONSIBILITY

9.1 Customer and its Users are solely responsible for Customer Content. Supplier accepts no responsibility or liability for Customer Content and is not obliged to check, monitor or censor Customer Content.

9.2 Customer warrants that Customer Content and its use do not infringe the rights of third parties (including intellectual property rights and privacy rights) and do not violate any laws or regulations.

9.3 Customer shall indemnify and hold Supplier harmless against all third-party claims, costs and expenses (including reasonable legal costs) arising from or related to Customer Content or the use of the Platform by or on behalf of Customer.

9.4 Supplier is entitled to remove or disable Customer Content if, in Supplier's reasonable opinion, it is unlawful or infringes third-party rights, or if a competent authority requires it to do so.

9.5 Customer is itself responsible for making back-ups/exports of Customer Content, to the extent the Platform offers this possibility. Supplier is never obliged to restore corrupted or lost data.

ARTICLE 10 — PRICES AND INDEXATION

10.1 All prices are exclusive of value added tax (VAT) and other government-imposed levies.

10.2 The stated price applies solely to the performance in accordance with the agreed specifications. In the case of composite offers, there is no obligation to deliver part thereof against payment of a proportional part of the total price.

10.3 In the case of a recurring payment obligation, Supplier is entitled to adjust the applicable prices and rates in writing, subject to a notice period of at least three months. If Customer does not wish to agree to such an adjustment, Customer may terminate the Agreement within 30 days of notice, as of the date on which the adjustment would take effect.

10.4 Notwithstanding the foregoing, prices and rates are automatically adjusted each year in January in accordance with the inflation correction figure (CPI) as determined by Statistics Netherlands (CBS) for the preceding year. This annual indexation does not give rise to a right of interim termination.

ARTICLE 11 — PAYMENT

11.1 Unless otherwise agreed, subscription fees are payable annually in advance, and payment must be made within 14 days of the invoice date, without discount, set-off or suspension.

11.2 In the event of late payment, Customer shall be in default without notice of default being required, and Customer shall owe statutory commercial interest from the invoice date, as well as full compensation for extrajudicial and judicial costs.

11.3 At Supplier's first request, Customer shall provide sufficient security for the satisfaction of the amounts owed under the Agreement.

11.4 In the case of delivery in instalments, Supplier is entitled, after delivery of the first instalment, to demand payment thereof as well as payment of the costs incurred for the entire delivery.

11.5 Disputes regarding (part of) an invoice must be submitted in writing, with reasons, within 14 days of the invoice date, and shall not suspend the payment obligation for the undisputed part.

ARTICLE 12 — TERM, RENEWAL, TERMINATION AND CANCELLATION

12.1 The Agreement is entered into for the term specified in the Agreement. In the absence of a specified term, an initial term of thirty-six (36) months (three years) shall apply.

12.2 Unless otherwise agreed in writing, the Agreement shall be tacitly renewed after expiry of the (initial) term for successive periods of twelve (12) months, subject to written termination by either party before the end of the then-current period, with due observance of a notice period of three (3) months.

12.3 Interim termination of an Agreement for a fixed term is not possible, unless otherwise agreed in writing. In the event of interim termination, all fees due for the remaining term remain payable in full; fees already paid will not be refunded.

12.4 Customer is entitled to cancel an Agreement before Supplier has commenced performance, provided Customer compensates Supplier for the resulting damage, including loss suffered, lost profit and, in any event, the costs already incurred in preparation.

12.5 Rescission for breach of contract is only possible for either party if the other party, after a proper and, as far as possible, detailed written notice of default, allowing a reasonable period for remedy, remains attributable in breach of material obligations under the Agreement.

12.6 Either party may terminate the Agreement in writing, in whole or in part, with immediate effect and without notice of default, if (provisional) suspension of payment is granted to the other party, bankruptcy is filed for the other party, or the other party's business is liquidated or wound up other than for the purposes of reconstruction or merger. Supplier shall never be obliged, on account of such termination, to refund amounts already received or to pay damages. Upon Customer's bankruptcy, the right of use lapses by operation of law.

12.7 If Customer has already received performance under the Agreement at the time of rescission, such performance and the associated payment obligation shall not be subject to undoing, unless Customer proves that Supplier was in default with respect to that performance. Amounts invoiced prior to rescission for performance already duly rendered remain payable and become immediately due and payable upon rescission.

12.8 After termination of the Agreement, Customer shall have thirty (30) days to export Customer Content, to the extent the Platform offers this possibility. After that, Supplier is entitled to delete all Customer Content and account data, subject to statutory retention obligations.

ARTICLE 13 — CUSTOMISATION, MODIFICATION AND ADDITIONAL WORK

13.1 If Supplier, at Customer's request or with Customer's prior consent, carries out work that falls outside the agreed services (including customisation, additional configuration, additional training or content work), this shall be charged according to Supplier's standard rates. Supplier is never obliged to comply with a request for additional work and may require that a separate written agreement be entered into for this purpose.

13.2 Customer accepts that additional work may affect the agreed or expected completion date and the parties' mutual responsibilities. The occurrence of additional work is never grounds for Customer to rescind or terminate the Agreement.

13.3 To the extent a fixed price has been agreed, Supplier shall, upon request, inform Customer in writing in advance of the financial consequences of additional work.

13.4 Customisation is developed on the basis of data and specifications to be provided by Customer, for the accuracy, completeness and consistency of which Customer is responsible. (Deadline) periods desired or imposed by Customer are indicative in nature, unless a final deadline has been expressly agreed in writing.

13.5 Customisation is deemed accepted (i) upon delivery if no acceptance test has been agreed, (ii) after expiry of an agreed test period of fourteen days, or (iii) in any event as soon as Customer uses the customisation for productive or operational purposes. Acceptance may not be withheld on account of minor defects that do not reasonably preclude use, nor on aspects that can only be assessed subjectively, such as the design of user interfaces.

13.6 Supplier may offer additional extensions that benefit the Platform as a whole at a reduced rate.

ARTICLE 14 — INTELLECTUAL PROPERTY

14.1 The Platform is an integral product owned by Grafi Offshore B.V. All intellectual property rights relating to the Platform and to all software, data files, designs, documentation and other materials developed or made available under the Agreement — including Customisation — vest exclusively in Supplier, its licensors or suppliers. Customer only obtains the rights of use expressly granted in these terms and conditions and by law.

14.2 Customisation developed at Customer's request becomes part of the Platform. Transfer of intellectual property rights can only be agreed in writing and expressly, and shall not affect Supplier's right to apply and exploit, without restriction, the underlying components, knowledge and techniques for other purposes.

14.3 By submitting suggestions, proposals, developments, extensions or additions relating to the Platform, Customer agrees (also on behalf of its Users) that these ideas and creations become the property of Supplier. Supplier retains the exclusive right to use, modify, reproduce, distribute and commercially exploit them, without any obligation or compensation towards Customer or User.

14.4 The intellectual property rights to Customer Content remain vested in Customer or its licensors. Customer grants Supplier a licence to host, process, display and technically edit Customer Content to the extent necessary for the performance of the Agreement.

14.5 Customer is not permitted to remove or alter any indications of copyrights, trademarks, trade names or other intellectual property rights from the Platform.

14.6 Supplier shall indemnify Customer against third-party claims based on the allegation that software developed by Supplier itself infringes an intellectual property right in force in the Netherlands, provided that Customer promptly notifies Supplier in writing and leaves the handling of the matter entirely to Supplier. This indemnity shall lapse if the alleged infringement relates to materials provided by Customer or to modifications made by or on behalf of Customer. Any further liability or indemnification obligation of Supplier for infringement of third-party rights is excluded.

14.7 Customer warrants that no third-party rights preclude the materials being made available to Supplier for the purpose of use, processing or incorporation, and shall indemnify Supplier against any action based thereon.

ARTICLE 15 — WARRANTY

15.1 Supplier does not warrant that the Platform is free of defects or will always function without interruption. Supplier shall use reasonable efforts to remedy Defects within a reasonable period, if and to the extent they concern software developed by Supplier itself and the Defects have been reported by Customer in writing, with a detailed description.

15.2 Supplier may postpone the remedying of Defects until a new version of the Platform is put into use, and is entitled to implement temporary solutions, program workarounds or problem-avoiding restrictions. Supplier does not warrant that defects in third-party software will be remedied.

15.3 Configurable settings, behaviour that functions in accordance with the documentation, and aspects for which Supplier has provided a workable solution or workaround, do not qualify as a Defect.

15.4 Supplier may charge the costs of remedying at its standard rates in the event of usage errors, improper use, incorrect configuration by Customer or other causes not attributable to Supplier.

15.5 Customer shall, on the basis of the information provided by Supplier, assess the risks for its organisation and take additional measures where necessary. Supplier does not warrant that the Platform will be adapted in time to changes in relevant laws and regulations.

ARTICLE 16 — COMPLAINTS

16.1 Complaints about the services or alleged Defects must be reported to Supplier in writing, in detail and with reasons, as soon as possible, but no later than thirty (30) days after discovery or the moment at which Customer could reasonably have discovered them. Failure to report in time shall result in the forfeiture of any right of Customer in this respect.

16.2 The submission of a complaint does not suspend Customer's (payment) obligations.

ARTICLE 17 — LIABILITY

17.1 Supplier's total liability for an attributable failure to perform the Agreement, or on any other basis, is limited to compensation for direct damage up to a maximum of the amount of the price agreed for that Agreement (excl. VAT). In the case of a continuing performance agreement with a term of more than one year, the agreed price shall be set at the total of the fees (excl. VAT) agreed for one year.

17.2 Supplier's liability for indirect damage, consequential damage, lost profit, missed savings, reduced goodwill, damage due to business interruption, damage resulting from claims by Customer's customers, corruption or loss of data, damage relating to items, materials or third-party software prescribed by Customer, and all other forms of damage other than direct damage, is excluded.

17.3 The limitations in this article shall not apply insofar as the damage is the result of intent or gross negligence on the part of Supplier or its managerial staff.

17.4 Supplier's liability shall in all cases only arise if Customer promptly and properly gives Supplier written notice of default, allowing a reasonable period to remedy the breach, and Supplier remains attributable in default even after that period.

17.5 A condition for any right to compensation to arise is that Customer notifies Supplier in writing of the damage as soon as possible after it occurs. Any claim for compensation shall lapse by the mere expiry of 12 months after the claim arose.

17.6 Customer shall indemnify Supplier against all third-party claims for product liability resulting from a defect in a product or system supplied by Customer to a third party, which product or system partly consisted of software or materials supplied by Supplier.

17.7 The provisions of this article also apply for the benefit of all (legal) persons engaged by Supplier for the performance of the Agreement.

ARTICLE 18 — FORCE MAJEURE

18.1 Failures by Supplier cannot be attributed to it if they are not due to its fault, and are not for its account by virtue of law, the Agreement or generally accepted standards. Force majeure includes, but is not limited to: outages at hosting or cloud providers, internet and telecom outages, power failures, (D)DoS attacks, cyberattacks, government measures and failures of suppliers.

18.2 If a force majeure situation continues for longer than ninety (90) days, both parties have the right to rescind the Agreement in writing for the part that cannot be performed, without either party being liable for any damages.

ARTICLE 19 — CONFIDENTIALITY AND PRIVACY

19.1 Both parties warrant that all information received from the other party which they know or should know to be confidential shall remain confidential, unless there is a statutory duty of disclosure. Confidential information shall only be used for the purpose for which it was provided.

19.2 To the extent Supplier processes personal data on behalf of Customer in the performance of the Agreement, Supplier acts as a processor within the meaning of the GDPR and Customer as controller. The parties shall set out the related arrangements in a data processing agreement.

19.3 Customer shall indemnify Supplier against claims from individuals whose personal data are registered or processed in the context of a record held by Customer or for which Customer is legally responsible, unless Customer proves that the facts underlying the claim are attributable exclusively to Supplier.

ARTICLE 20 — REFERENCE

20.1 By providing its name and logo to Supplier or making them public via the Platform, Customer grants Supplier a licence to use Customer's name and logo as a reference, including on the website and in Supplier's commercial communications. Customer may object to this in writing, in which case Supplier shall cease such use within a reasonable period.

ARTICLE 21 — THIRD-PARTY SOFTWARE

21.1 If and to the extent Supplier makes third-party software or services available to Customer (SMS gateways, hosting providers, third-party components and the like), the terms and conditions of those third parties shall apply to such software, superseding any deviating provisions in these terms and conditions. Customer accepts those third-party terms and conditions; these will be sent free of charge upon request.

ARTICLE 22 — GOVERNING LAW AND DISPUTES

22.1 The Agreement and all disputes arising from or related to it are governed exclusively by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods 1980 is excluded.

22.2 Disputes shall be submitted exclusively to the competent court in the Zeeland-West-Brabant district (Breda location), unless mandatory law provides otherwise. The parties shall first make efforts to resolve a dispute through mutual consultation.

These general terms and conditions apply to all services offered under the name LesLinq by Grafi Offshore B.V.