

Terms and Conditions

Article 1 Definitions

In these Terms and Conditions, the following terms, indicated with a capital letter and whether or not in the singular or plural, are defined as:

- 1.1. **Connection Contract:** the Connection Contract between Learned and the customer on the basis of which Learned will provide the Service to the Customer and of which the Terms and Conditions form an integral part.
- 1.2. **Account:** the personal account of the admin designated by the Customer within its organization (also End User) through which he or she gains access to the Service and to which Learned grants rights to perform management so that the End Users designated by the Customer within its organization can provide access to the service.
- 1.3. **Data:** all data stored on the Platform by the Customer or its End Users.
- 1.4. **Service(s):** all services provided by Learned to the Customer under the Connection Contract, which may in any case include (i) delivering the Platform, (ii) implementing and managing the Platform and (iii) offering support, training and advice to End Users.
- 1.5. **End User:** the natural person who has created an account on the Platform at the invitation of the Customer and uses the Services provided by Learned for the benefit of the Customer.
- 1.6. **Intellectual Property Rights:** all rights to intellectual property and related rights, including but not limited to; copyrights, trademark rights, trade name rights and database rights, as well as rights to know-how.
- 1.7. **Customer:** the natural or legal person acting in the exercise of a profession or business with whom Learned concludes the Connection Contract.
- 1.8. **Learned:** the private company Learned BV, established in Utrecht and with its principal place of business in Utrecht, 3521 GH at Vondellaan 140 and registered with the Chamber of Commerce under number 72166371.
- 1.9. **Materials:** all websites, (web) applications, corporate identities, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advice, reports and (other) products of the mind, as well as preparatory material thereof and the data carriers on which these materials are located.
- 1.10. **Quotation:** a written offer from Learned.
Party(ies): Learned and Customer together or separately.
Platform: the (mobile) application for talent experience as offered by Learned.
- 1.11. **Service Level Agreement:** a document agreed between the Parties and designated as such regarding the quality of the Service (availability, response times, etc.).
- 1.12. **Terms and Conditions:** these present terms and conditions of Learned.
- 1.13. **Website:** Learned's website on which an Account can be created and Services can be provided can be taken, accessible via the domain name www.Learned.io.

Article 2 Agreement: Conclusion and applicability

- 2.5 A Quotation or other offer from Learned is without obligation and is valid for a period of thirty (30) days. Learned is not obliged to accept acceptance after this period has expired, but if Learned does so, the Quotation or offer will still be deemed accepted.

- 2.6 The Connection Contract between the Customer and Learned is concluded by means of written acceptance of the Connection Contract or the Quotation.
- 2.7 If the Customer does not explicitly indicate that he agrees with the Quotation or the offer, but nevertheless agrees that Learned carries out work or delivers products that fall within the description of the Quotation or the offer, or gives the impression that, then the Quotation or the offer is considered accepted. This also applies when the Customer requests Learned to perform certain work or deliver products without waiting for a Quote.
- 2.8 These Terms and Conditions apply to all Services, to all use of the Platform, to every offer and quotation from Learned regarding the Services and to the execution of (future) Agreements.
- 2.9 Learned expressly rejects the applicability of any general (purchasing) conditions of the Customer. To the extent that conditions other than these Terms and Conditions nevertheless apply, the provisions in these Terms and Conditions will take precedence.
- 2.10 Learned is entitled to change or supplement these Terms and Conditions at any time.
- 2.11 The most current Terms and Conditions can be found on the Website. If a change or addition significantly affects the rights or obligations of the Customer, Learned will expressly inform the Customer of this or clearly announce these changes on the Website.
- 2.12 If the Customer does not wish to accept the changes or additions, the Customer can submit a reasoned objection within fourteen (14) days after notification, after which Learned will reconsider the adjustment or addition. If Learned decides to adhere to the change or addition, the Customer can terminate the Connection Contract in writing against the date on which the change takes effect. This article does not apply to changes of minor importance. Such changes may be made by Learned without notice.
- 2.13 In the event of any contradiction between different documents, the following order of precedence applies:
- a. the Connection Contract;
 - b. approved Quotation;
 - c. processing agreement;
 - d. Service Level Agreement;
 - e. Conditions.

Article 3 Execution of the Connection Contract

- 3.1 After the Connection Contract has been concluded, Learned will make every effort to start implementing the Connection Contract as soon as possible. Terms published by Learned are indicative and do not count as deadlines.
- 3.2 The Customer will provide Learned with all support that is necessary and desirable to enable correct and timely delivery of the Service. In any case, the Customer will provide all information that Learned indicates is necessary, or that the Customer should reasonably understand is necessary for the provision of the Service.
- 3.3 Learned will take reasonable requests from the Customer into account as much as possible when executing the Connection Contract, but is not obliged to comply with such a request. Learned has the right to charge costs for carrying out such a request. If a request from the Customer cannot be fulfilled, Learned will explain why.
- 3.4 Learned has the right to engage third parties in the execution of the Connection Contract. Any related costs will only be borne by the Customer if this has been agreed in advance.

Article 4 The use of the Platform

- 4.1 The Service enables the Customer and End Users to use the functionalities of the Platform so that they can be active in the field of career planning, performance and learning management.
- 4.2 Learned will provide Customer with instructions that will allow Customer to create an administrator account with which the Customer can create Accounts for End Users himself.
- 4.3 An Account and the login details are strictly personal and may not be shared with any other person. The Customer and/or End User must keep the login details secret.
- 4.4 The use of Accounts by the Customer and/or End Users is under the Customer's own responsibility and risk. Learned may assume that everything that happens from the Accounts is done under the direction and supervision of the Customer.
- 4.5 If login details of an Account have been lost or leaked, the Customer will immediately take all measures that are reasonably necessary and desirable to prevent misuse of the Account. These measures may, for example, consist of changing the password or blocking the Account. The Customer will also immediately report this to Learned, so that additional measures can be taken to prevent misuse of the Account.

Article 5 Rules of Use

- 5.1 Customer warrants that the Services will not be used for activities that violate any applicable law or regulation. In addition, you are expressly prohibited (whether lawful or not) from offering or distributing Materials through the Services that:
 - a. contain malicious content (such as malware or other malicious software);
 - b. infringe the rights of third parties (such as Intellectual Property Rights), or be libelous, defamatory, insulting, discriminatory or hateful;
 - c. contain information about or could be helpful in violating the rights of third parties, such as hacking tools or explanations about computer crime;
 - d. contain hyperlinks, torrents or references to (locations of) Materials that infringe copyright or other intellectual property rights; or
 - e. contain child pornography, bestiality pornography or animations thereof or are apparently intended to help others find such Materials.
- 5.2 It is also prohibited to use the Service in such a way that it causes nuisance or inconvenience to third parties. This includes using your own scripts or programs or making excessively frequent calls to the Service.
- 5.3 If Learned determines or has a reasonable suspicion that the Customer is violating the above or legal provisions, or receives a complaint about this, it will warn the Customer by email within one working day. If this does not lead to an acceptable solution within five working days, Learned may intervene itself to end the violation. In urgent or serious cases, Learned can intervene without warning.
- 5.4 Learned can recover damages resulting from violations of these rules of conduct from the Customer. The Customer indemnifies Learned against all claims from third parties relating to damage resulting from a violation of these rules of use.
- 5.5 Customer agrees to be solely responsible for the purchase and proper operation of the infrastructure required to use the Platform.

Article 6 Notice and takedown

- 6.1 If Learned is informed that using the Service, Data is stored or distributed that infringes the rights of third parties, or otherwise

is acted unlawfully or in violation of the Connection Contract, Learned will, if possible, inform the Customer of the complaint or violation as soon as possible. In urgent cases, Learned can intervene immediately (for example by deleting the Data or blocking the Service in whole or in part), but Learned makes every effort to inform the Customer as soon as possible afterwards. In exceptional cases, at Learned's discretion, Learned is not required to notify Customer.

- 6.2 Learned is, after having contacted the Customer about this, entitled to provide the names and other identifying data of the Customer and/or the relevant End User to a third party who complains that the Customer and/or the End User is infringing its rights, or to the competent authorities, if:
- a. Learned is obliged to do so under applicable law or regulations (such as in the case of an authorized court order); or
 - b. Learned believes that it is sufficiently plausible that the Customer and/or the relevant End User has acted unlawfully and caused damage to the third party, the third party has a real interest in obtaining the data, Learned considers it plausible that there is no less drastic option exists to retrieve the data and the weighing of the interests involved means that the interest of the third party should prevail.

6.3 If there is any potentially punishable Data, Learned is entitled to report this. Learned can hereby hand over the Data and all relevant information about the Customer and/or the relevant End User to the competent authorities and perform all other actions requested by the authorities in the context of the investigation. Learned will also contact the customer during the process if this situation unexpectedly arises.

6.4 As an intermediary, Learned is not liable for the Data that the Customer or end user distributes by using the Services. The Customer indemnifies and will keep Learned harmless against any form of claim, complaint or proceeding from a third party in connection with (the content of) the Data or information posted by the Customer on or distributed via the Services.

Article 7 Support and Maintenance

- 7.1 Learned will provide the level of support to Customer and its End Users regarding questions regarding the Service as stated in the Service Level Agreement.
- 7.2 From time to time, Learned releases updates that may correct errors or improve the functioning of the Service. Feedback and suggestions from the Customer are welcome, but Learned has the right not to implement the adjustments if it has reasonable grounds for doing so. Learned strives, but is not obliged, to notify at least two (2) Business Days in advance that updates will be carried out. Under no circumstances can the Customer continue to use the old version of the Service or claim an announced update that has not been implemented due to circumstances. A new version of the Service will never lead to reduced functionality or otherwise reduced functioning of the Service compared to the previous version of the Service.
- 7.3 Customer will promptly notify Learned of any issues with the Platform that require support from Learned or limit Learned's ability to provide the Platform.

Article 8 Exit

- 8.1 In the event of a legally valid termination of the Connection Contract at the request of the Customer, the request of which must have been submitted before or at the time of termination, Learned will make every effort to cooperate in enabling the transfer of Data to another service provider. The foregoing is at all times limited to the options as provided by Learned

offered. All costs of the transfer to another service provider will also be borne by the Customer.

8.2 Agreements about the exit arrangement are further included in the Service Level Agreement.

Article 9 Prices and Payment

9.1 The Customer pays for the Services the prices stated on the Website and/or as specified in the Connection Contract. All prices are in Euros and exclusive of sales tax (VAT).

9.2 Learned will send an invoice for all amounts due and is entitled to invoice in advance and electronically. If the Customer objects to (the amount of) an invoice, this does not suspend the payment obligation.

9.3 All invoices have a payment term of 30 days after receipt of the invoice, unless an invoice states a different payment term or a different term has been agreed in writing.

9.4 Travel costs, parking costs, accommodation costs and other expenses are not included in the prices and may be charged additionally.

9.5 Learned is entitled to change the prices used in the Connection Contract at the end of the term. Learned will inform the Customer at least two (2) months in advance. In the event of a price change, the Customer has the right to terminate the Connection Contract, subject to a notice period of one (1) month.

9.6 Learned is entitled to index the prices used in the Connection Contract once a year based on the inflation (CPI) communicated by the Central Bureau of Statistics (CBS). Learned will inform the Customer at least one (1) month in advance set.

9.7 If the Customer has still not paid the amount due after receiving a demand or notice of default, Learned can hand over the claim for collection. In that case the Customer is obliged to pay the extrajudicial costs in addition to the total amount due and the statutory interest for commercial transactions, including all costs incurred by external experts and the costs of legal assistance.

9.8 Without prejudice to the above, if the Customer does not meet his payment obligations, Learned is entitled to terminate the Connection Contract and/or suspend or terminate access to the Platform and/or the results of the Services.

Article 10 Privacy and Security

10.1 By using the Platform, Learned will process personal data. This personal data is stored by Learned on behalf of and on behalf of the Customer. The Customer expressly determines the purpose and means of the processing and qualifies as a 'defense controller' as referred to in the privacy legislation and Learned as a 'processor' since Learned carries out the processing on behalf of the Customer without being under the direct authority of the Customer. The parties have made agreements about processing and security in the processing agreement and the Service Level Agreement.

Article 11 Term, Limitations and Termination

11.1 The duration of the Connection Contract is recorded in the Connection Contract. If no duration is included, the Connection Contract is entered into for a period of one (1) year and is tacitly extended each time for the same period, unless one of the Parties terminates the Connection Contract towards the end of the current period, taking into account a notice period of one (1) month.

- 11.2 Learned may suspend or terminate the Connection Contract with immediate effect, without notice of default being required, if the Customer is in default with regard to a material obligation under the Connection Contract, the Customer applies for bankruptcy or is declared bankrupt, the Customer applies for a suspension of payments. or a suspension of payments is granted to the Customer, or the Customer's activities are terminated or the Customer's company is liquidated.
- 11.3 In the event of termination of the Connection Contract, all claims of Learned on the Customer become immediately due and payable. In the event of termination of the Connection Contract, amounts already invoiced remain due and there is no obligation to cancel. The Customer may only terminate the part of the Connection Contract that has not yet been executed by Learned.
- 11.4 If the Connection Contract is terminated and the cancellation becomes effective, for whatever reason, i) Learned reserves the right to terminate (further) access to the Platform, ii) rights and licenses granted to the Customer will automatically terminate and iii) all outstanding invoices will be immediately due and payable.
- 11.5 All rights or obligations that by their nature are intended to survive termination of the Connection Contract will remain in force after termination of the Connection Contract.

Article 12 Intellectual Property Rights

- 12.1 All Intellectual Property Rights in the Service belong solely to Learned or its licensors.
- 12.2 The Customer obtains the non-exclusive, non-transferable, non-sublicensable, revocable rights of use with regard to the Service insofar as these arise from the Connection Contract or which have otherwise been granted in writing. Nothing in the Connection Contract will be construed as a transfer of Intellectual Property Rights from Learned to the Customer.
- 12.3 The Customer is not entitled to make any changes to the Materials and has no right to or access to or a copy of the source files of any software made available by Learned. It is also expressly not permitted to trace these source files by means of reverse engineering, decompilation or otherwise.
- 12.4 Learned may take (technical) measures to protect the Platform. If Learned has taken such security measures, the Customer is not permitted to circumvent or remove these security measures.
- 12.5 Learned indemnifies the Customer against any legal action from third parties based on the claim that the Platform infringes the copyright of the relevant third party, provided that the Customer immediately informs Learned in writing of the existence and content of the legal action and the course of the proceedings. leaves the case, including any settlements, entirely to Learned. For this purpose, Customer hereby grants Learned a power of attorney and agrees to provide all information and cooperation necessary to defend itself, if necessary on behalf of Customer, against these legal claims.
- 12.6 Learned's indemnification obligation does not apply if the alleged infringement is related to i) Materials made available by Learned to the Customer for the purpose of use, adaptation, processing or incorporation, or ii) changes made by the Customer, or by a third party on behalf of the Customer to the Platform and/ or the (results of the) Services or other materials, without prior written permission from Learned.
- 12.7 All Data remains the property of the Customer. Learned will make no ownership claims on this. The Customer grants Learned a non-transferable and only to the extent necessary for the execution of the Connection Contract a sublicensable license to use the Data for the duration of the Connection Contract, to the extent necessary for the provision of the Services.

- 12.8 End Users are not permitted to remove or add any indication of copyright, trademarks, trade names or other Intellectual Property Rights from the Materials.
to fit.

Article 13 Confidential Information

- 13.1 The receiving Party will treat information provided or disclosed by one Party to the other Party that the receiving Party must reasonably understand to be confidential information as strictly confidential.
- 13.2 The confidentiality obligations laid down in this article do not apply if the receiving Party can demonstrate that the information is not confidential because it: i) is already known to the receiving Party at the time it was provided by the providing Party, or ii) is publicly available known at the time it was provided by the providing Party.
In addition, the confidentiality obligations do not apply to information that: i) becomes known through the actions of the providing Party, ii) is lawfully received by the receiving Party from a third party, without this being in conflict with these confidentiality obligations, iii) is developed by the receiving Party completely independently of the provision by the providing Party, or iv) has become publicly known with the permission of the providing Party.
- 13.3 Parties will at least observe the same duty of care and guarantees with regard to confidential information that apply to their own confidential information. Learned is entitled to disclose confidential information to third parties insofar as they are strictly necessary to know this in connection with the execution of the Connection Contract, such as technical subcontractors. Learned guarantees that these third parties will undertake the same confidentiality of the confidential information as described in this article.

Article 14 Liability and force majeure

- 14.1 Learned's liability due to an attributable shortcoming in the fulfillment of the Connection Contract or on any other basis (where a series of consecutive events counts as one event), is limited to compensation for direct damage up to a maximum of the amount excluding VAT that the Customer pays in has actually paid to Learned twelve (12) months prior to the damage occurring.
- 14.2 Liability for damage other than that referred to in paragraph 1 of this article, including but not limited to indirect damage, consequential damage, pure economic loss, loss of turnover, lost profit, loss of unrealized or expected savings, loss of goodwill, loss of data, loss caused by interruption of business operations, is expressly excluded.
- 14.3 The exclusions and limitations mentioned in this article do not apply if the damage is caused by intent or deliberate recklessness on the part of Learned.
- 14.4 Unless compliance is permanently impossible, liability due to attributable shortcomings in the fulfillment of the Connection Contract only arises if Learned is immediately given notice of default in writing. A claim for compensation will lapse upon the mere expiration of twelve (12) months after the claim arose.
- 14.5 Learned cannot be held to fulfill any obligation under the Connection Contract if compliance is prevented as a result of force majeure. Learned cannot be held liable for any damage resulting from this.

- 14.6 Force majeure will in any case occur in the event of power failures, internet failures, disruptions in the telecommunications infrastructure, network attacks (including (d)dos attacks), attacks by malware or other malicious software, civil unrest, mobilization, war, terror, strikes, import and export barriers, supply stagnation, fire and floods.
- 14.7 If a force majeure situation has lasted longer than 90 days, both Parties have the right to terminate the Connection Contract immediately in writing, without any obligation to cancel.

Article 15 Final provisions

- 15.1 Dutch law applies to the Connection Contract and all disputes between Parties in connection with the Connection Contract will be submitted to the competent Dutch court of the district where Learned is located.
- 15.2 The Customer is not authorized to transfer the Connection Contract and/or its rights and obligations arising from it, including the license granted, to a third party without prior written permission from Learned.
- 15.3 Learned has the right to transfer its rights and obligations under the Connection Contract in whole or in part to a parent, sister and/or subsidiary company or to a third party in the event of a merger or takeover. Taking into account that the relevant parent, sister, subsidiary or third party has the same appropriate security measures or level.
Learned will inform the Customer of this in advance.
- 15.4 If and to the extent that any provision of these Terms and Conditions or the Connection Contract is declared void, invalid or non-binding, this will not affect the validity of the other provisions.
In such a case, the parties will consult with each other as soon as possible about a new provision that will approximate the nature and scope of the old provision as closely as possible.