
Studytube Terms of Use (Appendix 2)

Introduction and Q&A

Many thanks for your interest in Studytube and for checking our Terms of Use! We hope that this short introduction and Q&A are useful to help you with your review. Studytube has prepared these Terms of Use with great care and we have tried to do justice to all interests involved. You can find the Terms of Use for the platform of Studytube on the next page, following this introduction and Q&A.

What is Studytube?

Studytube offers an on-line, automated system with which organisations can offer their employees or other users education, courses, training, and other educational forms and can manage this educational offer. For a more elaborate description, we refer to our website. We offer our platform as a SaaS, *one-to-many* service.

Customers gain access at a distance to the platform on servers that are managed by Studytube and the platform is serviced by Studytube. All customers use the same version of the platform, the same infrastructure and the same security configurations. Studytube therefore does not offer an individually composed product, except to the extent customers choose to purchase certain modules or not.

What modules does Studytube offer?

On our platform, you are provided with standard access to your own Company Academy and the Learning Management System. You are thereby able to set up your own learning environment and manage it for your users. If so established, you are also granted access to all Micro Learning; short, simple educational content that your users immediately profit from. With the module (On-line) Training Library, you obtain access to all on-line content that is offered by our experts. With the module Author Tool, you can prepare your own educational content and guidelines. With the DOI module, in conclusion, you can book classical training directly from hundreds of external educators.

What additional services are offered by Studytube?

Based on our implementation services, we will support and advise you intensively, both technically and organisationally. We can help you with setting up your Company Academy, the deployment of learning interventions in connection with your objectives, the attribution of user licenses and the classification of users in teams and the importation of user data.

With our technical linking service, we can link our platform to your own systems, such as your staff administration or ERP software. In this manner, you can easily import all user data desired into the platform and have all costs you incur for the training of your users appear directly in your own administration.

We can also be helpful with the creation of your own educational content. Our educational experts can provide you with advice and we have a professional studio for the creation of video material. In addition, we have a team of video production assistants and designers who are specialized in video editing and the creation of pictures and animation. With the Studytube Invoicing Service, we can support you with the processing of invoices of learning interventions booked through the platform from external educators.

Can you carry out an acceptance test?

Because we offer the platform for all our customers based on the same software code, our existing customers have already demonstrated the proper functioning of the

platform. So acceptance tests are not necessary and are not offered by Studytube.

Does Studytube offer an SLA?

Yes, Studytube offers a Service Level Agreement that is a part of the contract documentation that you have received. As our model is the same for all our customers, the Service Level Agreement cannot be modified per customer. We naturally improve the platform constantly and we add functionalities to help our customers.

How is your data protected?

All data you provide us with is handled with the greatest possible care and in line with the effective European (EU) and national regulations. Studytube has dedicated a lot of attention to the preparation of clear documentation in which your and our rights and obligations have been stipulated. In the contract documentation you have received, you can find the Processor Agreement between you and Studytube, and the associated Privacy Insert (Insert A) in which is indicated which processing operations specifically take place for your benefit. In the Information Security Policy (Insert B) with the Processor Agreement you can find the Studytube security policy in which is set forth in what manner we take care of an appropriate security for your data. Because in relation to the personal data of your users you must be qualified as data controller in the sense of the law, it is of the greatest importance that you carefully study this documentation. If you have questions or comments concerning, we are available for consultation.

Do we offer an intermediate cancellation option?

We offer our customers valuable support for the use of our platform, and we are proud of it. We constantly invest a lot of time and attention to give them an optimal experience. In order to make this possible, we conclude contracts with a minimum duration of twelve months. Premature cancellation therefore is not possible.

Do we offer unlimited liability?

We understand that our customers want as much security as possible regarding the availability of our service, regarding the security of their user data, and regarding the possible consequences in case of unexpected damage. We primarily eliminate these worries by offering excellent back-up and restoral facilities. The platform and all company data are stored on servers that are managed by Studytube and are hosted in safe, advanced data centres with fully redundant back-up systems in the European Economic Area (EEA). Besides these technical measures, we have developed a liability arrangement with a high degree of protection, and we have taken out a high-quality insurance for our organisation. Were the insurer, however, not to disburse because we have done something awkward, then we will compensate your damage ourselves up to a maximum of € 20,000. Thereby, all damage and costs in practically any situation (excluding consequential damage) should be covered.

The above introduction and Q&A is not a part of the Agreement and serves exclusively for the purpose of information. No rights can be derived therefrom.

1. Definitions and Interpretation

1.1. In these Terms of Use, the following terms are defined as follows:

Additional Services: the additional services indicated in the Agreement, that the Customer will purchase from Studytube.

Author Tool: the Module with which Customer can develop his own Learning Interventions.

Company Academy: the password-secured and closed environment(s) on the Platform set up specifically for Customer.

Third-Party Content: all the material on the Platform the content of which was developed and/or composed by third parties, also including Classical Training, On-line Training, and Micro Learning.

External Educators: third parties that offer Customer and Users Classical Training or On-line Training via the Platform.

Services: all services offered by Studytube, including access to the Platform, the provision of Modules, and such Additional Services as may be provided, all matters as described in Article 3.

DOI: the Module with which Customer can directly book Classical Training via the Company Academy from External Educators.

Users: employees of Customer, or other natural persons who are directly employed in the organisation of Customer, to whom is attributed a User License from or on behalf of Customer.

User License: a license with which a specific User, identified by name, can obtain access to the Platform.

Terms of Use: these Studytube Terms of Use.

IP-rights: all rights of intellectual property and associated rights, wherever in the world, also including patent rights, copyrights, neighbouring rights, brand rights, model rights, databank rights, equivalent IP performances, and rights to know how.

Effective date: the date of entry into effect of the Agreement, as indicated in the Agreement.

Customer: the party indicated as customer in the Agreement.

Customer material: all information, data, materials and/or works that are placed on the Platform by or on behalf of Customer or Users, also including on-line training, courses, or education that was developed by or by order of Customer and that Customer provides to Users via the Platform, including all texts, pictures, video and/or audio material included therein.

Classical Training: traditional, off-line training, courses, or education offered via the Platform by External Educators.

Learning Interventions: all educational content that is offered on the Platform, including Classical Training, On-line Training and Micro Learnings.

LMS: the Module with which Customer can organise and manage the Company Academy and the use thereof, also including the setting up and modification of access and authorisations of Users, can allocate, modify, and remove Learning Interventions to Users, monitor and steer learning progress of Users, allocate and manage budgets and peruse invoices, and with which Customer can communicate with Studytube and Users.

Micro Learnings: short and/or simple educational content of third parties that is disclosed via the Platform for Users, such as videos or articles.

Modules: the various components of the Platform that are purchased by Customer, as stipulated in Appendix 1 to the Agreement.

On-line Training: on-line training, courses, or education that is offered via the Platform by External Educators and that is disclosed for Users via the Platform.

Agreement: the agreement, being the Service Agreement, between Studytube and Customer for access and use of the Platform, including the appendices established, of which these Terms of Use are an integral part. In case reference is made in these Terms of Use to the Agreement, these User Conditions themselves are intended to be referred to as well.

Party/Parties: wherever applicable, Studytube and/or Customer.

Platform: the on-line, automated e-learning platform of Studytube on which the Company Academy is opened and set up for Customer, including the Modules.

SLA: the Service Level Agreement between Studytube and Customer as stipulated in Appendix 3 to the Agreement.

Studytube: the private limited liability company Studytube B.V., established in Amsterdam and listed in the trade register of the Chamber of Commerce under number 51290901.

Training Library: the Module with which On-line Training can be offered and disclosed to Users via the Company Academy.

Processor Agreement: the Processor Agreement between Studytube and Customer as stipulated in Appendix 4 to the Agreement.

1.2. Wherever in these Terms of Use the terms "including", "such as", "amongst others", "e.g.", "also including" or similar wordings are used, such are not intended to exclude what remains.

1.3. In these Terms of Use, by "written" will also be intended communications via e-mail, fax, or other forms of electronic communication, if the party conducting the relevant communication is authorised for the content thereof. In these Terms of Use will be intended by a "signed document" a document that was signed by a person authorised to do so on behalf of each of the parties, either on paper, or by way of a digital signature.

2. Applicability and Modification

- 2.1. These Terms of Use are applicable to all Agreements between Studytube and Customer, to the provision of Services by Studytube, and to the use of the Platform by Customer. If these Terms of Use are (or have been) applicable to any legal relationship between Parties, they are legally applicable to all legal relationships of a later date.
- 2.2. Any possible terms and conditions of Customer or of third parties are expressly not applicable, regardless of any reference to those conditions in communications of Customer of a later date than the Agreement. Derogations from these Terms of Use are only possible in writing or, if required by these Terms of Use, by way of a signed document.
- 2.3. Studytube has the right at all times to modify these Terms of Use. The modified Terms of Use become effective and are applicable to all Agreements after expiry of thirty days from the date that the modifications have been announced to Customer. If Customer does not want to accept the modified Terms of Use, he has the right, as sole remedy, to cancel the Agreement against the date on which the modifications become effective.
- 2.4. To the extent any provision(s) in the Agreement, in (one of) the appendices or in any other established (purchasing) conditions are incompatible with each other, the following hierarchy will apply: (i) the Agreement, (ii) the Modules, Licenses and Pricing (Appendix 1), (iii) these Terms of Use (Appendix 2), (iv) the SLA (Appendix 3), (v) the Processor Agreement (Appendix 4), and (vi) any other validly established (purchasing) conditions.

3. Provision of services

- 3.1. The Services of Studytube consist, among other things, of providing Customer with access to the Platform, Customer with support upon setting up the Company Academy, Customer with the established Modules, and providing Customer with the established Additional Services, all matters under the conditions of the Agreement. The Service of Studytube in addition consists of their offering, if applicable, a technological platform on which Customer can purchase Classical Training and On-line Training from External Educators.
- 3.2. All Services are conducted on the basis of a best-effort undertaking, unless and to the extent Studytube has expressly pledged a result to Customer and the relevant result has been described with sufficient specificity.
- 3.3. In order to prevent or mitigate any possible liability towards third parties, Studytube has the right to take measures with regard to the use of the Platform and/or the Services by Customer. Studytube has the right in case of the violation or the threat of violation of these Terms of Use to deny, suspend, or restrict Customer's access to the Platform.
- 3.4. Customer provides Studytube with all information and materials and provides all support that are reasonably necessary for Studytube for the adequate implementation of the Agreement and guarantees that all information and materials provided at all times are correct, complete, precise, and current.

4. Implementation

- 4.1. To the extent the Platform provides possibilities to such effect, the Company Academy can be set up by Customer according to the house style and branding of Customer.
- 4.2. If Parties have established in the Agreement that Studytube will carry out implementation activities, Studytube will provide support during the established term for the setting up and use of the LMS and the Company Academy. Studytube will thereby be able to advise, for example, regarding the use of the Training Library, regarding the deployment of Learning Interventions in connection with the objectives aimed for by Customer, and regarding the educational guidelines to be provided, and be of assistance with the attribution of User Licenses, the classification of Users in teams, the allocation of Learning Interventions to Users, and the importation of User Data in the LMS from systems of Customer. Customer is responsible himself for the offer in Learning Interventions to Users. Studytube excludes any liability for this completely, regardless of whether they have played an advisory role in the matter.
- 4.3. To the extent Studytube otherwise provides any support for the setting up or configuration of the Platform, it does so in a completely non-committal manner.

5. Technical Link

- 5.1. If Parties have established in the Agreement that Studytube will realise (a) technical link(s), Studytube will exert itself in consultation with Customer to link the LMS with the systems of Customer that are to be established between Parties. A technical link can for example be created with HR systems of Customer in order to import User Data directly into the LMS and possibly *single sign-on* functionality can be created with which Users can log in on the Company Academy from the systems of Customer.
- 5.2. Parties will carry out a feasibility study with regard to the technical link desired. Thereby will be established what technical links will be realised, what systems of Customer will be involved therein, what activities and deployment will be required for such both from Studytube and from Customer, what information Customer must provide to such effect, and over what period of time the technical link can be supposed to be implemented. Any delivery terms and/or dates communicated never are strict time limits.
- 5.3. At the moment of signing of the Agreement, the feasibility study has not yet taken place. The fee stipulated in the Agreement for the technical link therefore only regards an indication. The fee that Customer pays after signing is settled as a non-refundable advance. On the basis of the feasibility study, Parties may possibly have

to establish an additional fee. Upon request of Studytube, Parties will conclude a separate agreement for the technical link.

- 5.4. If it becomes apparent during the implementation of the technical link that Studytube must carry out activities that in the opinion of Studytube go beyond the activities established in the feasibility study, those additional activities count as additional work. Studytube is never obliged to accept additional work and may demand that an additional fee is paid and a separate written agreement is concluded for this. The carrying out of additional work may affect the planning of the technical link.

6. License, Access, and Use of the Platform

- 6.1. On condition that Customer pays all fees owed to Studytube, Studytube grants Customer a platform license to use the Platform and User Licenses to grant Users access to the Platform as from the Effective Date and during the term of the Agreement and on the conditions of the Agreement. These licenses are non-exclusive, non-transferable, non-pawnable, and non-sub-licensable.
- 6.2. The rendering available by Studytube and the right of use granted therein do not include the source code of the software on which the Platform is based. The Agreement is not qualified as a purchase agreement by Parties.
- 6.3. Studytube has the right to take technical measures to protect the Platform against excessive use and/or against use in another manner or for other purposes than those established between Parties. Customer will not (let) remove or (let) bypass technical facilities that are intended to protect the Platform.
- 6.4. Access to the Platform is granted at a distance via the internet or another data network.
- 6.5. If Parties have so established in the Agreement, Studytube can open and set up more than one Company Academy for Customer, in order to service various groups of Users.
- 6.6. After conclusion of the Agreement, Studytube will provide Customer with login information by forwarding it to the contact person indicated in the Agreement. Customer subsequently is able to attribute User Licenses and to invite Users to register by way of the LMS. Customer is obliged to only communicate the login information provided to him for the Platform to authorised Users and to oblige Users to keep the login information secret and not to provide it to third parties. Customer is responsible and liable for all authorised and unauthorised use of the Platform that takes place via login information of Users. Customer safeguards Studytube completely against all claims by third parties that are related in any manner to any possible unauthorised use of the login information and against all related damage and costs, also including the full lawyer fees.
- 6.7. In the LMS, to certain Users certain authorisations can be granted, also including authorisations for the managing of the Company Academy on behalf of Customer. Customer guarantees that Users are legally authorised to represent Customer with regard to the authorisations granted to their specific user role in the LMS.
- 6.8. Customer is responsible himself for the use he makes of the Platform and the Services. When using them, Customer must observe all (user) regulations and procedures of Studytube, also including these Terms of Use.
- 6.9. Customer makes sure that he has at his disposal all facilities that are required for the use of the Platform and the Services.
- 6.10. Customer will exclusively use the Platform and the Services for internal use and within the conditions of the Agreement and the purchased licenses and exclusively grant access to authorised Users. Use for the benefit of third parties is not permitted in any manner. Customer will not (re)sell the Platform and the Services, nor let or dispose of such, or grant limited rights thereto, or in any manner, for whatever purpose or under any title whatsoever make such available to a third party. Nor will Customer grant a third party, whether or not at a distance, access to the Platform, not even if the relevant third party uses the Platform for the benefit of Customer.
- 6.11. Customer will respect the privacy of third parties at all times, will not distribute information in violation of the law, grant himself unauthorised access to the Platform, not distributed any viruses or other damaging programs or software code, and refrain from criminal acts, violations of other legal obligations and from actions or omissions that are otherwise unlawful.
- 6.12. Customer guarantees that Users will not act in violation of these Terms of Use and indemnifies Studytube entirely for all third-party claims that are related in any manner to a violation of these Terms of Use by Users and for all related damage and costs, also including full lawyer fees.
- 6.13. Customer agrees that employees of Studytube, or natural persons who are directly operative at the organisation of Studytube, obtain access to (all parts of) the LMS in order to enable the correct implementation of the Services by Studytube.

7. Classical Training and External Educators

- 7.1. If Customer purchases the Module DOI, Users can peruse the offer in Classical Training in the Company Academy and register for it. Agreements for the participation of Users in Classical Training are entered into directly between Customer and the External Educator. Studytube thereby is not a party and does not accept any responsibility of liability for this. External Educators determine the costs for Classical Training themselves. These costs are listed on the Platform inclusive of VAT, unless stated otherwise. Costs for Classical Training are paid by Customer to the External Educator.
- 7.2. All information in the offer in Classical Training is published on the Platform by External Educators, under their own responsibility. Studytube carries out normal controls for accuracy, but does not provide any guarantees that the information provided by External Educators is correct, complete or up to date.
- 7.3. External Educators have the right to cancel Classical Training if the number of participants required is not reached. Fees already settled in advance by Customer must in such case be refunded by the External Educator. Studytube is not liable for this. Customer and/or individual Users have the right to cancel Classical Training if and on the conditions that were communicated by the External Educator via the Platform.

8. Studytube Invoicing Service

- 8.1. Parties can establish in the Agreement that the invoicing process of the Learning Interventions booked by Customer via the Platform between External Educators and Customer will be conducted via the Additional Service "Studytube Invoicing Service".
- 8.2. The Studytube Invoicing Service consists of Studytube supporting the Customer with the processing of invoices for Learning Interventions booked by Customer via the Platform from External Educators. With the Studytube Invoicing Service you make sure that invoices to Customer (i) are collected centrally, (ii) are controlled for correctness by Studytube, (iii) are combined periodically in a single invoice summary, (iv) are forwarded as a single invoice summary to Customer, and (v) are paid out periodically to the External Educators on behalf of Customer after receipt by Studytube of the payment of the costs for the Learning Interventions booked by Customer.
- 8.3. If and to the extent it has been established between Parties in the Agreement, it is possible to deploy the Studytube Invoicing Service both for Customer and for the companies affiliated with him in a group (as established in article 2:24b BW-Civil Code) that are a part of the Agreement. Customer is responsible himself concerning to indicate to Studytube that the invoices from the External Educators have the correct ascription and address information, so that Studytube is able to process the invoices in a correct manner with the Studytube Invoicing Service. Any possible shortcomings and/or errors in the ascription and address information required are at the expense and risk of Customer. Studytube does not accept any responsibility and liability for non-compliance with this article.
- 8.4. Studytube will periodically send Customer an invoice summary with the Studytube Invoicing Service for the Learning Interventions booked by Customer via the Platform from External Educators. On the invoice summary, Studytube indicates the total amount in costs for the booked Learning Interventions, as well as the Invoicing Service Fee owed by Customer to Studytube. Customer must pay this amount to the bank account number stated on the invoice summary, such under the payment conditions as stipulated in article 7 and under the proviso that Customer is obliged to settle payments within a final term of thirty days to Studytube and that the total amount in case of late payment is immediately exigible. In order to enable timely payment to the External Educators, Customer is obligated to apply a payment term of sixty days towards the External Educators.
- 8.5. The separate invoices provided by External Educators for the Learning Interventions booked by Customer, are sent along by Studytube with the invoice summary of Customer, for the purpose of the own administration of Customer. The invoices are in name of Customer (or in name of a company affiliated with him in a group if and to the extent Studytube is provided by Customer with the correct ascription and address information). Customer is responsible himself at all times for the payment of VAT based on these invoices.
- 8.6. The costs paid by Customer for Learning Interventions booked via the Platform, after Studytube has received the payment from Customer, are passed on by Studytube for and on behalf of Customer to the External Educator. All amounts that are in the possession of Studytube are exclusively kept for the benefit of the party to which the amounts fall and are managed as such.
- 8.7. For the purchase of the Studytube Invoicing Service, Customer owes Studytube an ongoing Invoicing Service Fee. This ongoing Invoicing Service Fee amounts to 2.0% of the total amount that Customer owes to the External Educators for booked Learning Interventions, as indicated on the invoice summary periodically to be provided by Studytube to Customer.
- 8.8. If any amount is paid directly by Customer to an External Educator or is deposited on a bank account of an External Educator, then Customer is responsible and liable himself for reclaiming the relevant amount from the External Educator. Studytube has no responsibility or liability for such reclaims. Direct payment by Customer

tomter to an External Educator does not affect the payment obligations of Customer pursuant to the invoice summary, also including the Invoicing Service Fee.

- 8.9. The External Educator is responsible himself for any possible shortcomings and/or errors in the provision of Learning Interventions and the invoices sent, as well as for the handling of complaints and/or questions concerning. If a dispute arises, Customer must report to the External Educator. Studytube cannot be obliged under any circumstance to receive and/or handle complaints and/or questions of Customer regarding booked Learning Interventions or invoices on behalf of the External Educator. Studytube, after all, is not a party to the implementation of the booked Learning Interventions. Disputes between Customer and an External Educator, also including the contestation of an invoice from an External Educator or disputes regarding the implementation of the booked Learning Interventions, do not affect the payment obligation of Customer pursuant to the invoice summary, also including the Invoicing Service Fee, or the obligation of Studytube to proceed with the passing on of sums to an External Educator.
- 8.10. Studytube has the right to demand such securities from the Customer as are to be further determined (such as the payment of an advance and/or a safety deposit) to cover the payment of the costs that External Educators bill to Customer for Learning Interventions booked by Customer via the Platform. Customer will upon first request of Studytube collaborate within reason regarding the provision of an appropriate security if there is a reason to assume that Customer will not settle the payments owed to the External Educators. Studytube has the right to keep the security received from Customer under its control after the end of the Agreement with Customer temporarily and within reasonable boundaries until all amounts to be claimed by Studytube from Customer have been settled. Studytube has the right after the end of the Agreement to set off all claims against securities received by Studytube from Customer.
- 8.11. Customer acknowledges and agrees that Studytube is not the party that is responsible and liable for the payment of the costs for the booked Learning Interventions to the External Educators. To the extent Studytube facilitates payment by way of the Studytube Invoicing Service, it only does so exclusively for and on behalf of Customer. Customer is responsible and liable at all times himself for the payment of the costs for the booked Learning Interventions from the External Educators and bears the risk of non-payment of these costs.
- 8.12. Customer commits himself to assume an active and productive attitude if an External Educator in such case of non-payment as may occur still addresses Studytube, for example by immediately settling the payment or by taking over the dispute, and safeguards Studytube against all claims by third parties, also including claims of an External Educator that are related to and/or flow from non-compliance with the arrangements in this Addendum by Customer and for all related damage and costs.

9. Fees, Invoicing, Payment, and Taxes

- 9.1. Customer will pay the established fees for the provision of the Services. The amount of the fees may also depend on the Modules purchased by Customer, the number of User Licenses purchased by Customer, and the Additional Services purchased by Customer.
- 9.2. All fees are in Euros and exclusive of VAT and any other levies imposed by the authorities, unless stated otherwise.
- 9.3. Studytube reserves itself the right to increase the fees applied by it as per 1 January of a subsequent year or upon the extension of the Agreement by a maximum rate of five percent.
- 9.4. Studytube invoices all fees in advance, whereby the fees for User Licenses are invoiced in advance for twelve months. Customer will settle invoices in Euros. Payments must be received within a term of fifteen days after invoice date by Studytube, unless established otherwise. Paid fees cannot be reclaimed, barring to the extent expressly established otherwise.
- 9.5. In case of non-timely payment, the amount owed is payable instantly, and Customer falls into default without any further default notice. In that case, Studytube sends Customer a reminder to point out the overrunning of the payment term. If Customer does not heed this reminder, Studytube has the right to hand over the collection and to increase the amount owed by administration and collection costs, such in accordance with the law on collection costs 'Wet Incassokosten'. Studytube in addition has the right as from the date of default to apply the statutory commercial interest rate per month on the amount owed.
- 9.6. If Customer requests extra User Licenses during the term of the Agreement, these User Licenses will become effective on the same day of the month of the request as the Effective Date and will be invoiced for a term of twelve months. Fees for User Licenses with a term of twelve months of which has not yet expired at the time of the lawful termination of the Agreement are not refunded. In case of the extension of the Agreement in conformity with these Terms of Use, amounts already paid in advance for User Licenses are taken into account for the fee that must be paid as a result of the extension.
- 9.7. Customer is responsible for the withholding and the declaration of any taxes or other government-imposed levies that are applicable to the costs invoiced by Studytube, in accordance with the applicable tax regulations and the practices and requests of the tax office 'de Belastingdienst'. Customer is responsible for the payment and disbursement of any taxes or other government-imposed levies that are applicable to the costs invoiced

by Studytube and any possible fines and interest on account of payment arrears or the non-withholding and/or declaration of taxes that are applicable to the costs invoiced by Studytube.

- 9.8. All payments that must be settled by the Customer in the context of the Agreement are made without any deductions or setoffs and without any deduction or withholding for taxes, compensation, surcharges, or duties, of any nature whatsoever. If Studytube is obliged to make such a deduction or withholding, then Customer will pay Studytube the additional amounts that are required to assure the receipt by Studytube of the entire amount that it would have received without the deduction or amount withheld.

10. Content

- 10.1. Via the Platform, Third-party Content is made available to Customer. This Third-party Content is and remains the property of Studytube and/or its suppliers or licensors. Customer only acquires a non-exclusive, non-transferable, non-pawnable and non-sub-licensable right to make available the Third-party Content within the Company Academy to Users during the term of the Agreement, in accordance with the conditions laid out in the Agreement and exclusively in the manner as intended with the functionalities of the Platform.
- 10.2. The use of Third-party Content may be subject to conditions of the relevant third party.
- 10.3. Studytube strives to achieve and maintain an elevated level of the offer of Content on its Platform but does not provide any guarantees and is not liable for any possible damage due to incorrect, incomplete, obsolete, infringing, or otherwise unlawful Third-party Content. Use of Third-party Content is entirely at the risk and responsibility of the Customer. Studytube does not provide any guarantees that certain Third-party Content will be or will remain available on the Platform.
- 10.4. Customer can upload Third-party Content and Customer Material himself and/or make it available via the Platform and (as a Learning Intervention) make it available via the Company Academy to Users. Customer is entirely responsible and liable for all Third-party Content and all the Customer Material that is uploaded on the Platform by or on behalf of Customer and/or is made available via the Platform.
- 10.5. If Studytube processes, categorises, qualifies and/or provides with any description or metadata any Third-party Content, this only happens for the convenience of Customer and Users. Studytube does not accept any liability and does not provide any guarantees that this processing, categorisation, qualification, descriptions and/or metadata are correct, complete, or up to date.
- 10.6. Customer is obliged upon first request of Studytube to immediately remove any Third-party Content or Customer Material indicated from the Platform.
- 10.7. Notwithstanding any possible other rights of Studytube, it can at all times remove any Third-party Content or Customer Material uploaded by Customer on the Platform or made available via the Platform, for any reason whatsoever, for example if it deems itself legally bound to do so or it is ordered by the authorities, if the content (allegedly) violates any third-party rights, also including IP-rights, or if Customer violates the Agreement, provides incorrect, obsolete, or misleading information, or engages in fraudulent activities. Studytube will not become liable as a result for the payment to Customer of any form of damages or compensation. If Studytube does not deem itself legally obliged to remove immediately, Studytube will accordingly inform Customer at least thirty days in advance.
- 10.8. If Studytube receives a request from any third party to remove (a part of) the Third-party Content or Customer Material uploaded on the Platform or made available via the Platform, then Studytube can forward such a notification to Customer in order to have the request handled. In such case, Customer will do everything that is necessary to make sure that the content is rendered compliant with applicable legislation and regulations and can also be lawfully published otherwise. Studytube has the right, however, to immediately remove the content based on notifications from third parties that according to the own understanding of Studytube have been sufficiently substantiated. Studytube will not become liable as a result for the payment of any form of damages or compensation. If Studytube receives a request for removal from a third party, then Studytube has the right to provide identifying and contact details of Customer to this third party.
- 10.9. If Customer holds that any Third-party Content on the Platform is not correct, incomplete, or obsolete, violates rights of Customer, Users, or of any third parties, or is otherwise unlawful, Customer can report this in writing to Studytube. Studytube will take the report under advisement as soon as possible and, if it is obliged to do so, remove the relevant Third-party Content from the Platform as soon as possible.

11. Didactic Support and Video Production Activities

- 11.1. If established, Studytube will provide didactic support and/or carry out video production activities upon the development of Customer Material, against the conditions and fees as established in the Agreement. Customer acknowledges that the didactic support only regards didactic aspects and not the content of Customer Material. Studytube does not accept any liability regarding, not even in the event of any statement on their part or that of their collaborators during the support activities could nevertheless be qualified as advice with regard to the content of Customer Material.
- 11.2. If Studytube will carry out video production activities, these can only possibly consist of the provision of a recording studio and recording devices, technical support, cameramen, video editing, and the creation of pictures and animations. Customer is responsible himself for the content of Customer Material to be recorded,

for the recruitment of, the contracting with, and the payment of any possible external educators, teachers, experts, (voice) actors, presenters and/or suppliers or licensors of the content of the Customer Material, and for the acquisition of the rights required and of permission for the provision of the Customer Material via the Platform.

12. Availability, Maintenance, and Updates

12.1. Studytube keeps the Platform available, services the Platform, provides updates to the Platform, and provides user and technical support in conformity with the SLA established between Parties.

13. Duration, Suspension, and Termination

13.1. Unless expressly established otherwise, an Agreement is adopted for a duration of twelve months starting on the Effective Date. The Agreement is tacitly extended each time for a duration of twelve months, unless one of the Parties cancel the Agreement by way of a signed document, with due regard for a notice period of two months before expiry of the term current at that time.

13.2. Upon the ending of an Agreement for whatever reason, the SLA ends legally on the same date.

13.3. Each of the Parties has the right to suspend its obligations on account of the Agreement and/or the SLA without any obligation to pay damages, without prejudice to any possible right to terminate the Agreement and/or the SLA, if:

13.3.1. the other Party is legally in default;

13.3.2. the bankruptcy of the other Party has been applied for or pronounced;

13.3.3. suspension of payments for the other Party has been applied for or granted;

13.3.4. the suspending Party has reasonable grounds to assume that the other Party uses the Services for fraudulent purposes, or attempts to do so, or otherwise commits unlawful actions in the context of the implementation of the Agreement, also including, though not solely, the committing of criminal acts;

13.3.5. the suspending Party is impeded by the other Party upon implementing the Agreement and/or the SLA.

13.4. Barring situations of force majeure as mentioned in the SLA, each of the Parties has the right to rescind the Agreement completely or in part if the other Party is in default with complying with one or more of its obligations from the Agreement, unless the default, considering its minor importance or special nature, does not justify the rescission. The rescission only enters into effect after the relevant Party has been properly declared in default in writing, whereby a reasonable term is granted to it to still comply with its obligations. This term in case of a shortcoming by Studytube amounts to at least thirty days. A default notice is not required if the shortcoming can no longer be restored.

13.5. Each of the Parties has the right at all times, without judicial intervention and without indebtedness towards the other Party, to terminate this agreement, if:

13.5.1. the other party is in a state of bankruptcy or the bankruptcy of Customer has been filed for;

13.5.2. the other party is granted suspension of payments or it has been applied for;

13.5.3. the other party offers an arrangement procedure to its creditors;

13.5.4. the other party has ceased its activities or a preservation order is levied on its assets.

13.6. If one of the Parties terminates the Agreement on grounds of article 13.4 or 13.5, it is not obliged to provide any compensation or indemnification, either directly or indirectly.

14. Consequences of Termination

14.1. Studytube is not liable towards Customer for the termination of the Agreement in accordance with what is established herein or for suspension of the right of access of Customer to and/or the use of the Platform.

14.2. Upon termination of the Agreement for whatever reason, Customer remains obliged to pay the fees that have become due prior to the termination. Services already provided and the fees paid for such will not be the object of annulment.

14.3. As per the date of termination of the Agreement, for whatever reason, Customer ceases any use of the Platform, of all Third-party Content, and of all other information and materials that Studytube has made available.

14.4. The definitions and rights and obligations of Parties that continue by their nature, remain in effect after termination of the Agreement as well. Upon request of Customer, Studytube provides within one month in conformity with the SLA a copy of the data of Customer. In case such a request fails to occur within that term, Studytube has the right to destroy the data or to dispose of it otherwise.

15. IP-Rights

15.1. All IP-Rights to the Platform and the Services belong to Studytube or its licensors. Customer exclusively acquires the rights of use that are indicated specifically in the Agreement or these Terms of Use. Unless established otherwise, the rights of use acquired from or via Studytube are non-exclusive, non-transferable, and non-sub-licensable. All IP-Rights to the aggregated, statistical data that is created and/or collected through the use of the Platform lie entirely with Studytube.

- 15.2. If and to the extent Studytube develops customised software by order of Customer, Studytube only provides it for use to Customer. Only if and to the extent established in writing will the source code of the software and the technical documentation be provided to Customer.
- 15.3. If and to the extent IP-Rights to any components of the Platform, also including Third-party Content, do not fall to Studytube but to a licensor of Studytube, Customer accepts and agrees it possibly will have to enter into a (license) agreement with this licensor himself and grants an authorisation to Studytube to do so, if and to the extent possible, for him or on his behalf.
- 15.4. Any violation by or on behalf of Customer of the IP-Rights of Studytube or its Licensors, or any violation of the licenses granted herein, confers the right to Studytube to rescind the Agreement with immediate effect and without judicial intervention, without prejudice to the right of Studytube to demand compensation of damages.
- 15.5. Customer Material is and remains the property of Customer and/or his suppliers or licensors. Studytube acquires from Customer the non-exclusive, sub-licensable, worldwide, and royalty-free right to use the Customer Material in all manners that are necessary to offer the functionalities of the Platform.
- 15.6. Customer guarantees when uploading and/or providing Third-party Content or Customer Material on the Platform that (i) he is fully authorised to do so, (ii) he has acquired all rights required to such effect, (iii) this does not violate any third-party rights nor is otherwise unlawful, and (iv) Studytube as a result will not owe any fee or compensation to any third party. Customer safeguards Studytube completely against any third-party claims in the matter and against any related damage and costs, also including the full lawyer fees.

16. Personal data

- 16.1. In the context of the implementation of the Agreement, Studytube processes personal data from Users. Studytube can thereby be qualified as a processor in the sense of relevant legislation and Customer as data controller. In the matter of the processing of Personal Data, Parties have concluded a separate Processor Agreement. Studytube can provide Users via the Platform with further information regarding the manner in which Studytube processes personal data. Customer as data controller remains responsible, however, for complying with his obligations based on the effective regulations, also including his information obligation.
- 16.2. Customer grants Studytube the order to maintain, update, and renew the Platform. As a matter of fact, the Platform is constantly developing, and it is possible that new functionalities will be added in the future. It is possible that other processing operations on personal data will occur for such, that other personal data will be processed, or processing operations will take place for other purposes than upon the signing of the Agreement. Studytube will inform Customer of such developments each time as soon as is reasonably possible. Other processing will only occur by order of Customer. Studytube will thereby observe its role as processor at all times and enable Customer to observe his role as data controller.
- 16.3. Studytube reserves itself the right to unilaterally apply modifications to the inserts to the Processor Agreement, to the extent it holds that they are of minor importance. Studytube will inform Customer without delay regarding such modifications of minor importance.

17. Confidentiality

- 17.1. If and to the extent upon the implementation of the Agreement information from a Party comes to the knowledge of the other party and this information has been indicated as confidential verbally or in writing, or of which the receiving Party should reasonably have been able to understand that it must be designated as confidential, the receiving Party will keep this information strictly secret, only use it for the implementation of the Agreement, and limit access to that information to persons who have to take cognisance thereof for the purpose. The receiving Party guarantees that these persons are obliged by an employment contract and/or a non-disclosure agreement to keep this confidential information secret.
- 17.2. Financial and commercial information, also including market information and information about the marketing- and sales policy of Parties, information regarding current and future products and services of Parties, or affiliated companies or enterprises, and personal data of Users are designated as confidential information in the sense of the previous section of this article in any case.
- 17.3. By confidential information is not intended information that was already public at the moment it came to the cognisance of the receiving Party or that became public afterwards outside the control of the receiving Party, or that the receiving party has received information from a third party without a non-disclosure obligation being imposed or that third party being obliged to do so.
- 17.4. Customer will not make statements towards third parties about Studytube in a manner that can cause it damage.

18. Guarantees and Indemnifications

- 18.1. The Platform and the Services are offered "as is" and "as available" and, to the extent legally permitted, with the exclusion of all implicit and explicit claims to conformity, correctness, or usability. The Platform and the Services are constantly under development and Studytube does not guarantee that all components are fully available at all times. Studytube has the right at all times to modify the content and scope of the established Services if it deems such desirable for technical or commercial reasons.

- 18.2. Customer guarantees that he is fully authorised to enter into the Agreement and as a result will not violate any rights of third parties or contractual obligations towards third parties. Customer guarantees in addition upon using the Platform to act in conformity with applicable legislation and regulations, not to violate any third-party rights, nor to act unlawfully otherwise. Customer safeguards Studytube against claims by third parties, also including Users, based on an (alleged) violation of these guarantees and against all related damage and costs, also including the full lawyer fees. In addition, Customer safeguards Studytube against claims by third parties, also including Users, that incur damage in connection with the implementation of the Agreement that is the consequence of any action or omission of Customer or of a cause that must fall at the risk of Customer.

19. Liability

- 19.1. Any liability of Studytube on account of an attributable shortcoming in complying with the Agreement only arises in case Studytube is declared in default by Customer without delay (and no later than within one month after discovery of the shortcoming) by way of registered mail and with sufficient detail, whereby a reasonable term of at least thirty days is granted to it to properly comply with its obligations still.
- 19.2. The total liability of Studytube on account of an attributable shortcoming in complying with the Agreement is limited to a maximum of the amount that the damage insurer of Studytube effectively disburses in connection with the damage-causing event.
- 19.3. If the damage insurer for legitimate reasons that can be attributed to Studytube does not make any disbursement for the benefit of Customer, the total liability of Studytube is limited at all times to the compensation of an amount equal to the amount that Studytube has invoiced to Customer for Services provided in the quarter preceding the damage-causing event, with as an absolute maximum an amount of € 20,000 (in words: twenty thousand Euros).
- 19.4. Notwithstanding the preceding, Studytube is not liable for indirect damage, consequential damage, lost profit, missed savings, reduced goodwill, damage due to operational stagnation, damage as a result of claims by purchasers of Customer, damage related to the use of matters, materials, or software of third parties prescribed by Customer to Studytube, or for damage on account of the maiming, destruction, or loss of data or documents.
- 19.5. To the extent Customer, despite what is established herein, has any option of complaint vis-a-vis Studytube for administrative fines flowing from the processing carried out by Studytube in the context of the Processor Agreement, this option of complaint will be limited to the compensation of an amount equal to that part of the fine that is proportionate to the total global turnover of Studytube (complaint = fine x (annual turnover Studytube/annual turnover Customer)).
- 19.6. Outside the afore-stated liability provisions, Studytube is not subject to any liability for damages, regardless of the grounds on which an action for compensation of damages will be based.
- 19.7. The exclusions and limitations of liability in this article apply fully for administrators, management, employees, representatives and successors in title of Studytube, which persons can appeal to this article directly.
- 19.8. The exclusions and limitations of liability in this article are not applicable if the damage was caused by the wilful intent of gross negligence of Studytube.

20. Miscellaneous

- 20.1. To the Agreement and to these Terms of Use Netherlands legislation is applicable.
- 20.2. All disputes flowing from or related to the Agreement are exclusively submitted to the competent court of law of Amsterdam, unless Parties still agree on arbitration or binding advice.
- 20.3. In case of the voidness or annulment by Customer of one or more provisions of the Terms of Use, the other provisions of the Terms of Use remain fully applicable to the Agreement. Parties enter into consultations in order to replace a void or annulled provision of the Terms of Use by a provision that is valid or non-annullable respectively and that is in line as much as possible with the purpose and tenor of the void or respectively annulled provision.
- 20.4. The waiver of a right is only possible by way of an express statement issued in writing.
- 20.5. Studytube has the right without the further permission of Customer to deploy third parties to be helpful upon the implementation of the Agreement, or to implement parts of the Agreement as a sub-contractor.
- 20.6. Customer does not have the right to transfer the rights and obligations from the Agreement to a third party without the prior written permission from Studytube. Studytube has the right to subject this permission to conditions.
- 20.7. Studytube is authorised to transfer the rights and obligations completely or in part (i) to enterprises affiliated with Studytube in a group, (ii) to third parties jointly with the company of Studytube, or (iii) in case of a merger.
- 20.8. Electronic communications sent by Studytube are deemed to have been received on the day of sending, unless the contrary is proved by Customer.
- 20.9. Studytube and Customer are independent parties that are not authorised to represent each other, to conduct legal actions for one another, to mediate upon or enter agreements on behalf of each other, to issue guaran-

tees or make commitments, barring to the extent established otherwise. The Agreement in no manner regards any arrangement of exclusivity between Parties.

20.10. The applicability of the Vienna Commercial Convention (CISG) is expressly excluded.