

Easygenerator End User License Agreement

UPDATED ON: 01-02-2024

THIS END USER LICENSE AGREEMENT (EULA) IS A LEGALLY BINDING CONTRACT THAT SHOULD BE READ IN ITS ENTIRETY. THIS IS AN AGREEMENT GOVERNING YOUR USE OF EASYGENERATOR, FURTHER DEFINED HEREIN AS “SOFTWARE”, AND THE LICENSOR OF THE SOFTWARE IS WILLING TO PROVIDE YOU WITH ACCESS TO THE SOFTWARE ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

This EULA consists of four parts. The General Terms and Conditions (the main contract), the Data Processing Agreement (DPA), the Privacy Policy and the optional EasyAI Addendum. This is a contract between Easygenerator B.V. and the Customer of Easygenerator’s SaaS authoring tool. You are considered a customer when you create an account and accept these terms.

This EULA (the “**Agreement**”) is a legal agreement made and entered by you (either an individual or a legal entity) (the “**Customer**”, “**you**” or “**your**”), effective as of the day Customer creates the account (the “**Effective Date**”), and the Licensor and/or its Affiliates (the “**Easygenerator**”, “**we**”, “**us**” or “**our**”) as defined below, and collectively addressed as “**Parties**” regarding the Licensor’s software products, including Maintenance Releases, Major and Minor Upgrades to the software products (the “**Software**”), Licensor’s services (the “**Services**”) and the Documentation, that you are about to use.

You are subject to the terms and conditions of this Agreement whether you access or obtain the Software directly from the Licensor, the Licensor’s authorized reseller and/or through any other source.

1. Recitals

- 1.1. Easygenerator provides authoring software as a service.
- 1.2. Customer wishes to use the Easygenerator authoring software as a service.

2. The Service and the Use of Software:

The “Service” includes:

- a. the SaaS application related to the authoring account.
- b. the website and webshop (my account pages)
- c. the (optional) hosting of the learning content for your learners
- d. the (optional) tracking and tracing database for the results of your learners
- e. our built-in support and online help
- f. The (optional) use of AI functionality (referred to in the Annex 4: EasyAI Addendum)

3. Subscription:

- 3.1 Unless otherwise provided in the License Key and/or invoicing terms, the Software is purchased as a Subscription for the term specified in the applicable invoicing or packaging for the Software (the “Subscription Term”).

- 3.2 The Subscription hereby grants the Customer a non-exclusive and non-transferable license, without rights to sublicense, to use the Software as specified in the License Key and/or invoicing terms specified in the applicable invoicing or packaging for the Software pursuant to the terms and conditions of this Agreement.
- 3.3 A Customer is not allowed to share their account or account details with other people. Sharing of content can be done between named accounts via the collaboration features. Using a named Easygenerator subscription with more than one person will result in an automatic downgrade to the Free plan.

4. Term, Payment and Termination:

- 4.1. The term of this Agreement (“**Term**”) shall begin when the Customer purchases or otherwise legally obtains the License for the Software until the Agreement is terminated as provided herein.
- 4.2. Plans are billed in advance on a yearly basis. Plans renew automatically for 12 months unless the Customer cancels the plan with one month's notice.
- 4.3. The Customer shall pay to use the Software in accordance with the Fees set out in the applicable invoicing. The Fees may be made by the Customer through the use of an authorized bank account as agreed upon by Easygenerator.
- 4.3. Customers can upgrade their subscriptions to another plan at any time. Unless this agreement is terminated by the Customer for cause, there are no refunds for downgrades or cancellations of accounts before the agreed-upon period has expired.
- 4.4. If the Customer upgrades during their agreed-upon period, the difference for the remaining days of their billing period will be charged pro-rata at the time of upgrade. After that, the Customer will be charged the new price for each subsequent billing period.
- 4.5. Easygenerator reserves the right to implement price changes with a 30-day notice to the Customer. Customers on the annual Agreement will be charged the agreed amount for the full 12 months of their Agreement; after that, the new price will take effect.
- 4.6. Without prejudice to any other rights, this Agreement will terminate automatically, if You fail to comply with any of the limitations or other requirements described herein.
- 4.7. Upon termination of this Agreement, the Customer will no longer be authorized to use the Software in any way and no refunds (whole or partial) will be granted.
- 4.8. To prevent fraudulent behavior and abuse, no refunds will be granted, in whole or in part, after the expiration of a Subscription Term or if the Customer chooses to terminate the Subscription during Your Subscription Term, unless the Customer cancels the Agreement with cause.
- 4.9. Except as otherwise specified herein or in the invoicing terms, (i) fees are based on the Software purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during a relevant Subscription Term.

5. Restrictions:

5.1. The Customer agrees that neither them or their End Users shall:

5.1.1 copy, modify, adapt, translate, distribute, sub-license, market, lease, make available, resell, make derivative works of, disassemble, reverse compile or reverse engineer or otherwise reduce to a human-perceivable form any part of the Software, Supplemental Services or Easygenerator's Intellectual Property; or discover or disclose the source code, methods and concepts embodied therein.

5.1.2. store, distribute, post, upload or transmit any Content through the Software (including Your Sub-Portals) that is or is reasonably perceived to be infringing, unlawful, or in violation of third-party privacy rights;

5.1.3. introduce any virus, worm, malware, spyware, Trojan horse or other harmful or malicious code to the Software (including Your Sub-Portals) or Supplemental Services;

5.1.4. intentionally interfere with or disrupt the integrity or performance of the Software or Supplemental Services;

5.1.5. access and use the Software or Supplemental Services in order to (i) build a product or service competitive with Easygenerator (ii) copy any ideas, features, functions or graphics of Easygenerator, or (iii) determine whether the Software is within the scope of any patent;

5.1.6. use the Software or Supplemental Services for the purposes of direct marketing or promotion to anyone other than the Customer, without written consent from Easygenerator.

5.1.7. use the Software or Supplemental Services for any illegal, unauthorized, or otherwise improper purposes.

5.1.8. agrees to act within anti-spam policy guidelines for the country where the Customer and their end-users are based and shall not use Easygenerator to transmit unsolicited mail.

5.1.9. is responsible for the data stored in the Customer's Easygenerator account, and for all data, be it email, chat, social media messages, or learning management system sent or published from your Easygenerator account. Easygenerator cannot take responsibility for any racist, libel, or defamatory messages of any kind sent or published from your Easygenerator account, and the Customer indemnify Easygenerator from any damages relating to such an occurrence.

5.1.10. agrees to keep your login information confidential, and to restrict each login to one person. You are not allowed to share a single (named) user account with other people.

5.1.11. Easygenerator reserves the right to cancel the account of a Customer immediately, and without warning, if the Customer infringes the above terms. If, at Easygenerator's sole discretion, we determine the Customer has abused their access rights to the Easygenerator application termination without warning will take effect immediately. Easygenerator shall wherever possible seek to contact you in advance to notify of such actions and wherever possible, allow the Customer a reasonable opportunity to remedy. You may not upload, post, or transmit (collectively, "submit") any video, image, text, audio recording, or other work (collectively, "content") that:

- a) Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
- b) Contains sexually explicit content or pornography (provided, however, that non-sexual nudity is permitted);
- c) Contains hateful, defamatory, or discriminatory content or incites hatred against any individual or group;
- d) Exploits minors;
- e) Depicts unlawful acts or extreme violence;
- f) Depicts animal cruelty or extreme violence towards animals;
- g) Promotes fraudulent or dubious business schemes;
- h) Violates applicable law.

6. Acceptance of terms

6.1. Easygenerator provides its Service to you through its website easygenerator.com

6.2. By signing this Agreement, Customer acknowledges that they have read, understood and agreed to be bound by the following terms and that all materials made or used by Customer on easygenerator.com are within your rights to make.

7. PROPRIETARY RIGHTS AND NON-DISCLOSURE

7.1 Ownership Rights:

7.1.1. The Customer acknowledges that the Software is licensed, and not sold, to the Customer, for use only under the terms and conditions of this Agreement. The Software is protected by copyright and other intellectual property laws and treaties.

7.1.2. The Customer agrees that the Software, systems, ideas, methods of operation, documentation and other information contained in Easygenerator Platform, are proprietary intellectual properties and/or the valuable trade secrets of the Licensor and are protected by the law.

7.1.3. The Customer acknowledges that the possession, installation, or use of the Software does not transfer to the Customer any title to the intellectual property in the Software, and the User will not acquire any rights to the Products except as expressly set forth in this Agreement.

7.1.4. The Customer acknowledges that any feedback, enhancement suggestions or recommendations received from you can be incorporated into the Easygenerator Service: worldwide; royalty-free; in perpetuity; and to any other Easygenerator product(s) by transfer. The Customer cannot claim any rights to these incorporations, either now or in the future.

7.1.5. The copyright for all content created with Easygenerator lies with the Customer.

7.2. Third-Party Components:

7.2.1. The Software and future updates and revisions of the Software may contain components and materials (including but not limited to articles, photos, drawings, graphics, rich media, applications, programs, and other content owned by a party other than Easygenerator ("**Third-Party Components**").

7.2.2. Any Third-Party Components incorporated into or accompanying Easygenerator's Software are third parties intellectual property and are protected by international copyright laws and applicable treaties.

7.2.3. Easygenerator has obtained the necessary rights, permissions and consents as to use the Third-Party Components in conjunction with the Software as licensed by this Agreement.

7.2.4. The Customer agrees that they will not receive or gain any rights, privileges, or entitlements in respect of the Third-Party Components greater than such rights, privileges or entitlements as Licensor is able to provide to the User pursuant to this Agreement (each as may be amended, from time to time).

7.2.5. Easygenerator makes no representations or warranties and provides no indemnification or replacement covenants of any kind with respect to third party software.

7.3. Content Library and Online Courses Library:

7.3.1. The Content Library incorporated into the Software and Online Courses Library is the Licensor's intellectual property and is protected by international copyright laws and applicable treaties.

7.3.2. The Licensor hereby grants the Customer a non-exclusive limited, worldwide, non-transferable revocable license, without rights to sublicense, to Use the Content Library according to the terms and conditions of this Agreement.

7.4. Confidential Information:

7.4.1. The Customer agrees unless otherwise specifically provided herein the Software, including the specific design and structure of individual programs, constitute confidential proprietary information of the Licensor.

8. Uptime

8.1. We guarantee a 99.5% uptime of the Service (excluding planned maintenance) for all Paid plans.

8.2. Planned maintenance: The Service will be unavailable each week on Thursday between 7 AM CET and 9 AM Central European Time; this is our planned maintenance and update window.

9. Security

9.1. Easygenerator conducts penetration testing of the Software and Software Services, performed annually by independent third-party security professionals at the Licensor's selection and expense, which results in the generation of a penetration test report.

9.2. If the Customer desires to conduct penetration testing or to have a third-party conduct penetration testing on its behalf, the Customer must provide written notice to the Licensor at least forty-five (45) days prior to the penetration testing with a request to conduct such penetration testing.

9.3. Any penetration testing conducted by or at the request of the Customer will be:

- a. at Licensee's expense;
- b. limited to the source and destination IP addresses and network bandwidth specified in the penetration testing request, and the times and other conditions specified in the authorization provided by the Customer or its contractor, and

c. Customer will abide by the policies of the Licensor, or its contractor provided to them regarding the use of security assessment tools and services.

10. Support

10.1. All support is done in multi-language.

10.2. Both onboarding support as ongoing support will be provided based on the plan purchased by the Customer.

10.3. A dedicated customer success manager will be assigned to the Customer for a team plan of five (5) and bigger.

10.4. All training, onboarding sessions, and other support activities are online.

10.5. Our support is provided via the Live chat support channel. It is available 24x5, Monday through Friday.

11. Data Privacy

11.1. In providing the Customer with the services, Easygenerator shall maintain all administrative and technical safeguards to protect the security, confidentiality, and integrity of your data. More details can be found in the Data Processing Agreement (DPA), which is included as Annex 1 to this agreement.

11.2. Easygenerator will only access the Customer's account upon request for technical assistance. The Customer will be asked to provide explicit consent each time an employee of Easygenerator needs to access the account.

11.3. No employee of Easygenerator will access your account without prior permission; unless required to do so by law and in such cases, where legally permissible, Easygenerator shall inform the Customer with necessary notice.

11.4. A few specially qualified developers do have access to the database where the Customer's information is stored. All these developers are highly trained in security and compliance. All their activity is logged, and access is given through short-lived credentials.

11.5. Easygenerator has the option to track and trace the results from the Customer's learners. This option can be switched on or off for and by the Customers. These results will only be visible to the author (owner) and the admin from the Customer, not to anyone else.

11.6. Easygenerator does have the right to analyze this data for general trends and figures, but not on a personal level unless the Customer has approved or requested that.

12. Sub-processors

12.1. To deliver our services to you, Easygenerator utilizes sub-processors. See annex 2 DPA article 5 for details.

13. Warranty

13.1. Easygenerator represents and warrants that:

- a. It will provide the Software in a manner consistent with general industry standards reasonably applicable to the provision thereof
- b. it has all rights, licenses, consents and authorizations necessary to grant the rights and licenses granted in this Agreement.

13.2. Apart from the Clause mentioned above (13.1), Easygenerator expressly disclaims any warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose. For paid users there is an uptime guarantee and that the services shall perform materially in accordance with the documentation and specifications for the services.

14. Liabilities

14.1. Exclusion of Consequential and Related Damages: To the maximum extent permitted by law, in no event will Easygenerator be liable for any indirect, special, incidental, or consequential damages arising out of this agreement (including any appendix, addendum or exhibit or supplemental terms hereto), including damages for loss of profits, revenues, goodwill, business or business opportunity, anticipated savings or wasted management time, work stoppage, loss, deletion or corruption of content or data, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

14.2. In any case in no event shall Easygenerator's aggregate liability under this agreement (including any, hyperlink, appendix, addendum or exhibit or supplemental terms hereto) exceed the total subscription payments paid or payable to Easygenerator by the Customer in the preceding twelve (12) months (the "liability cap"), notwithstanding any failure of essential purpose of any limited remedy.

14.3. Multiple claims shall not expand this limitation. Easygenerator is not responsible for any liability arising out of content or materials accessed through the portal and/or any material linked through such content.

14.4. Breach of confidentiality, data privacy and third-party intellectual property infringement shall be capped to a maximum of two times the yearly subscription amount.

14.5. Exclusive Remedy. Section 15 states Customer's sole and exclusive rights and remedies, and Easygenerator's entire obligation, responsibility, and liability, for infringement or claims alleging infringement.

15. Indemnification

15.1. Customer Indemnification. The Customer hereby agrees to indemnify and hold harmless Easygenerator, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third-party, including the assessment, claim or demand by a governmental agency or entity,

arising out of breach of this Agreement by You and any use of the Software by You, any party related to You, or any party acting upon Your authorization in a manner that is not expressly authorized by this Agreement, provided that You have been notified promptly in writing of such claim, and given authority, information, and assistance to handle the claim or the defense of any suit, proceeding or settlement and that Licensor has not compromised or settled the claim, suit or proceeding without Your prior written consent.

15.2. Easygenerator Indemnification: Easygenerator hereby agrees to indemnify the Customer and hold harmless, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third-party, including the assessment, claim or demand by a governmental agency or entity, arising out of Easygenerator's breach of this Agreement and any third party claims that the authorized use of the Software by Easygenerator under this Agreement constitutes an infringement of any third-party intellectual property right; provided that Licensor has been notified promptly in writing of such claim, and given authority, information, and assistance to handle the claim or the defense of any suit, proceeding or settlement and that You have not compromised or settled the claim, suit or proceeding without Licensor's prior written consent, and provided further that Easygenerator shall have no obligations under this Section 11 to the extent any claim is based on the combination or use of the Software with other software, hardware or services not furnished by Licensor or use of the Software in a manner prohibited under this Agreement, in a manner for which it was not designed where the Software would not otherwise itself be infringing.

16. Confidentiality

16.1. Except as otherwise provided herein, each Party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and expressly undertakes to make no use of such information and know-how except under the terms and during the existence of this Agreement. This provision does not apply to information which:

- a. is or becomes publicly known or is readily ascertainable through no act or omission of the receiving Party;
- b. is lawfully in the possession of the receiving Party before the disclosure took place;
- c. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;
- d. was communicated by disclosing Party to an unaffiliated third-party free of any obligation of confidence.

16.2. Each Party's obligations under this Section 16 shall apply at all times during the term of this Agreement and shall survive termination of this Agreement.

17. Miscellaneous

17.1. Publicity: The Customer agrees that Easygenerator may use Your business name and logo in accordance with any publicly available trademark usage guidelines on its marketing and promotional materials for the Software, for as long as You use the services of Easygenerator.

- 17.2. Force Majeure: Neither Party shall be deemed to be in default of this Agreement if it is prevented, hindered or delayed in performing its obligations under this Agreement by acts, events, omissions or accidents beyond its reasonable control including strikes, lock-outs or other industrial disputes (including with respect to its staff), failure of a utility service, Internet access or transport or electronic communications networks, act of God, war, riot, civil commotion, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of equipment, fire, flood storm or default of suppliers or subcontractors.
- 17.3. Amendment and Waiver: The provisions in this Agreement may only be waived by a Party in writing by an express reference to the clause. No delay or neglect on a Party's part in enforcing any provision of this Agreement is a waiver and does not in any way prejudice its right under this Agreement. A waiver by a Party of any breach of any provision of this Agreement does not constitute a general waiver of such provision.
- 17.4. Assignment: Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Provided, however, that either Party may assign this Agreement (and all applicable Order Forms related to Your use of the Services) upon written notice without the other Party's consent to an Affiliate or to its successor in interest in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets, provided however, that should You assign this Agreement to any competitor of Easygenerator (whereby such determination is at the sole discretion of Easygenerator), then Easygenerator shall have the right to terminate this Agreement and Your use of the Services upon notice, in which case, Easygenerator shall provide You with a pro-rata refund of any prepaid but unused Fees.
- 17.5. Severability: If any provisions of this Agreement are held to be unenforceable, illegal or void in whole or in part the remaining portions of this Agreement shall remain in full force and effect.
- 17.6. Relationship: This Agreement does not give rise to any partnership, joint venture, agency or employment relationship between the Customer and Easygenerator.
- 17.7. Survival: For the avoidance of doubt, any provisions of the Agreement containing license restrictions, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, and any provision of the Agreement which, by its nature, is intended to survive shall remain in effect following any termination or expiration of the Agreement.
- 17.8. Other Rights: No other rights or licenses are granted under this agreement, by implication, estoppel, statute or otherwise, except as expressly provided herein.
- 17.9. Entire Agreement: This Agreement, including all exhibits and addendum hereto and all Order Forms, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted.
- 17.10. Changes to this Agreement: This Agreement may be updated from time to time. If Easygenerator makes any changes, we will notify you by revising the "Updated On" date at the

top of this Agreement as and when required. We encourage you to review this Agreement whenever you can, in a timely fashion to stay informed about the changes. This Agreement will be available in the public domain, on our website www.easygenerator.com.

18. Governing Law

18.1. This agreement shall be governed by and construed in accordance with the laws of The Netherlands. Any dispute or claim arising out of or in connection with this agreement or the performance, breach or termination thereof shall be finally settled by the competent court in Amsterdam, The Netherlands.

Annex 1: Data Processing Agreement

In this relationship, Easygenerator is engaged by Customer to process personal data. In this connection, Easygenerator has the role of 'Processor' and the Customer has the role of 'Controller'.

- This Data Processing Agreement ("DPA") is an annex to and an integral part of the End User License Agreement between the Parties (referred to below as: 'the Agreement'). Following this DPA,
- Customer wishes to use the Easygenerator services;
- Easygenerator will, in the implementation of the Agreement, (possibly) process personal data within the meaning of Article 4 (1) of the General Data Protection Regulation (GDPR), on the instructions of Customer
- Easygenerator is hereby considered to be a processor within the meaning of Article 4 (8) of the GDPR;
- Customer is hereby considered to be a controller within the meaning of Article 4 (7) of the GDPR if it designates the purposes and means for the processing;
- Easygenerator is willing to do so and is also willing to comply with the obligations concerning security and other aspects of the GDPR;
- The Parties, partly with a view to the requirement in Article 28 (3) of the GDPR, wish to set out in writing their rights and obligations by means of this Agreement (referred to below as: 'Data Processing Agreement');

Parties hereby agree that:

Article 1. Purposes of processing

1. Easygenerator undertakes, subject to the conditions of the Agreement and this DPA, to process personal data on the instructions of Customer. The personal data will only be processed within the framework of the Agreement and according to this DPA for the purposes of creating and providing an e-Learning platform as determined in the Agreement.
2. The personal data that are or will be processed by Easygenerator in connection with the Agreement, and the categories of data subjects from which they derive, are stated in "DPA Appendix 1: Specification of personal data and data subjects". Easygenerator shall not process the personal data for any purpose other than that determined by Customer. Customer shall inform Easygenerator of the purposes of the data processing insofar as these are not already stated in this DPA.
3. Easygenerator has no control over the purpose of and means for the processing of personal data. Easygenerator takes no decisions about the receipt and the use of the personal data, the

provision to third parties and the duration of the storage of personal data while processing the personal data in accordance with DPA.

Article 2. Parties' obligations

1. With regard to the processing purposes referred to in Article 1, both Parties shall ensure compliance with the conditions applying to the processing of personal data pursuant to GDPR.
2. Customers guarantees that the content, the use and the instructions for the processing of the personal data as referred to in this DPA are not unlawful and do not infringe any right of third parties.
3. The obligations of Easygenerator that arise from this DPA shall also apply to those who process personal data under the authority and on the instructions (sub-processors) of Easygenerator.

Article 3. Transfer of personal data

1. Easygenerator is permitted to process personal data in countries within the European Union and the USA. A limited number of Easygenerator employees from Ukraine can process this information as well for maintenance reasons. Easygenerator shall not process personal data nor permit any sub-processor to process personal data in other countries unless authorized via an amendment to this Agreement.
2. Because the European Union Commission has determined that the United States and Ukrainian data privacy laws do not ensure an adequate level of protection for personal data collected from EU data subjects, the transfer will be subject to appropriate additional safeguards under the standard contractual clauses. A copy of the standard contractual clauses as provided to Customer by Easygenerator.

Article 4. Allocation of responsibilities

1. The permitted processing operations shall be performed by Easygenerator in a (semi-) automated environment.
2. Easygenerator is solely responsible for the processing of the personal data under this DPA, in accordance with the Customer's instructions and under the explicit responsibility of the Customer. For the other processing of personal data, including in any case but not limited to the collection of personal data by the Customer, processing for purposes not reported by Customer to Easygenerator, processing by third parties and / or for other purposes, Easygenerator is expressly not responsible, as long as Easygenerator is strictly following the Agreement and DPA .

Article 5. Engaging third parties or subcontractors

1. Customer hereby authorizes Easygenerator to use a sub-processor in the processing of personal data (see annex 1 for details), pursuant to this DPA, with due observance of the applicable privacy legislation. These third parties only will process limited data, for example, email address of the author to provide support, DPA's are in place with all sub-processors. None of these sub-contractors have access to the database with personal data. The full list of sub-contractors and their purpose is listed Annex 2.

Article 6. Security

1. Easygenerator shall take appropriate technical and organizational measures concerning the processing operations of personal data to be carried out, against loss or any form of unlawful

processing (such as unauthorized access, corruption, alteration or provision of the personal data).

2. Next to all security measures taken by Easygenerator, Easygenerator will be audited at least one time each year by an external company to check and validate security.

Article 7. Obligation to report breaches

1. In the event of a possible personal data breach (which shall be taken to include: breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed, as referred to in Article 4 (12) (GDPR) Easygenerator shall inform Customer thereof immediately or no later than within twenty-four (24) hours after it was detected further to which Customer shall assess whether it will inform the supervisory authorities and/or data subjects.
2. On the request of Customer Easygenerator shall cooperate in informing the relevant authorities and any data subjects. Customer shall be responsible for reporting to the relevant authorities and/or data subjects.
3. Easygenerator obligation to report to Customer shall, in any case, involve reporting the fact that there has been a breach, as well as:
4. the date on which the breach occurred (if no exact date is known: the period within which the breach occurred;
 - a) the (suspected) cause of the breach;
 - b) the date and time when the breach became known to Easygenerator or a third party or subcontractor engaged by it;
 - c) the number of persons whose data have been leaked (if no exact number is known: the minimum and maximum number of persons whose data have been leaked);
 - d) a description of the group of persons whose data have been leaked, including the category or categories of personal data leaked;
 - e) whether the data were encrypted, hashed or otherwise rendered unintelligible or inaccessible for unauthorized persons;
 - f) the measures are taken or proposed to be taken to address the personal data breach and to mitigate its effects;
 - g) contact details for the follow-up of the report.

Articles 8. Rights of data subjects

1. In the event that a data subject addresses a request concerning one of its statutory rights, as referred to in the GDPR, to Easygenerator, Easygenerator shall forward this request to Customer, and Customer will subsequently deal with the request. Easygenerator may notify the data subject of this.
2. In the event that a data subject addresses a request as referred to in Article 8 a) to Customer, Easygenerator shall if so requested by Customer co-operate in complying with that request.

Article 9. Obligation of confidentiality

1. All personal data that the Easygenerator receives from Customer and/or collects itself within the context of this Processing Agreement is subject to an obligation of confidentiality towards third parties. the Easygenerator will refrain from using this information for any purpose other than that for which it has acquired it.
2. This obligation of confidentiality shall not apply insofar as Customer has given explicit consent for the information to be provided to third parties, if disclosure of the information to third parties is logically necessary given the nature of the issued assignment and the

implementation of this Processing Agreement, or if there is a legal obligation to provide the information to a third party.

Article 10. Duration and termination

1. This DPA has been entered into for the term and period stated in the Agreement between the Parties, in the absence of which it will at least apply for the duration of the collaboration.
2. The DPA cannot be terminated prematurely or without terminating the Agreement.
3. The Parties may amend this Processing Agreement only by mutual agreement.
4. In the event of termination, dissolution or notice of termination of this Agreement or DPA, on request, for whatever reason, Easygenerator shall of its own accord (i) provide to Customer all personal data obtained from or on behalf of Customer in the manner and format agreed upon by both Parties, (ii) immediately cease the processing of the personal data, (iii) provide to Customer all documents in which the personal data are recorded, and (iv) permanently deletes all personal data that is stored in any form, including electronically on data carrier, or, insofar as permanent deletion from the data carrier is not possible, destroy the data carrier, in no later than thirty (30) days from the termination of the Agreement or DPA. On the first request of Customer, Easygenerator shall confirm in writing to Customer that Easygenerator has complied with all obligations pursuant to this article.

Article 11. Other provisions

1. The DPA and its implementation are governed by Dutch law.
2. Any disputes that may arise between the Parties in connection with the DPA will be submitted to the competent court in the district where Easygenerator is established.
3. If one or more provisions of the DPA should prove to be unlawful, the other provisions of the DPA will remain in effect. The Parties will then consult with each other on any provisions that are legally invalid so as to agree on replacement provisions that are legally valid, the purport of which corresponds as closely as possible to the original provisions.
4. The Parties will provide full cooperation to each other in amending the present DPA and adapting it to any new privacy legislation.

Article 12: Personal data and data subjects

Personal data

In connection with the Agreement and DPA, Easygenerator will process the following personal data of Customer's Employees and other Users on the instructions of Customer:

For authors

- a. Communication Data (Email address)
- b. Online Data (e.g. IP address, User ID, mobile device used, operating system, internet provider, date and time of login and logoff)
- c. Online Usage Data related to the Easygenerator Platform (e.g. cookie IDs, IP addresses.)

For a learner

This is only applicable if you use tracking and tracing inside Easygenerator.

- a) Communication Data (name and Email address)

- b) Application process data (e.g. questions answers in courses, course scores, learners' satisfaction score.)

Annex 2: Subcontractors

SUBPROCESSOR	Location	NATURE OF THE SERVICES
Intercom	USA	Customer Support Application and support site
AWS	Frankfurt	Application and data Hosting
Easygenerator Ukraine	Ukraine	Development and maintenance
Easygenerator DMCC	Dubai	Development and maintenance
Cloudflare	USA	Content distribution (CDN), security and DNS services for web traffic transmitted to and from the Services
Amplitude	USA	Product analytics
Delighted	USA	Customer satisfaction (NPS) surveys
Sentry	USA	Error-logging
Segment	USA	Data management

Annex 3: Privacy Policy

Easygenerator respects the privacy of its customers (clients) and their data subjects; and want you to understand how we collect, use, and share data about you. This privacy policy covers our data collection practices and describes your rights to access, correct, or restrict our use of your personal data.

Unless we link to a different policy or state otherwise, this privacy policy applies when you visit or use the Easygenerator web application, APIs or related services (the "Services"). It also applies to representatives of prospective customers of our business and enterprise products.

By using the services as defined in the General Terms and Conditions, you agree to the terms of this privacy policy.

You shouldn't use the services if you don't agree with this privacy policy or any other agreement that governs your use of the services.

1. What data we get

Easygenerator collects and processes personal data of customer representatives directly dealing with Easygenerator for contractual engagements.

While availing Easygenerator application services, customers let Easygenerator process personal data of their end users although neither Easygenerator nor any sub-processor has direct access to any of

their courses or personal data except in the case as mandated for help and support purposes for which the user gives explicit consent.

Easygenerator collects certain personal data from you directly, like information you enter yourself, data about your consumption of content, and data from third-party platforms you connect with Easygenerator. We also collect some data automatically, like information about your device and what parts of our Services you interact with or spend time using.

1.1 Data you provide to us

We collect different data from or about you depending on how you use the services. Below are some examples to help you better understand the data we collect.

When you create an account and use the services, including through a third-party platform, we collect any data you provide directly, including:

Account data	In order to use certain features, you need to create a user account as an admin, author or learner. When you create or update your account, we process and store the data you provide like your email address, password, phone number, occupation, company name and account settings and assign you a unique identifying number.
Profile data	You can also choose to provide profile information like a photo, name, email, phone number.
Shared content	Course content created by authors will be shared among learners. Parts of the services let you interact with other users or share content including questions/answers in courses, course scores, learners' satisfaction score.
Communications and support	If you contact us for support or to report a problem or concern (regardless of whether you have created an account), we collect and store your contact information, and other data about you like your name, email address, location, user ID, and any other related data you provide or that we collect through automated means (which we cover below). We use this data to respond to you and research your question or concern, in accordance with this Privacy Policy.
Additional services	If you participate in other services like customer satisfaction surveys, Easygenerator and our sub-processor will be able to process your personal data like name, job title, company details, email and phone number. If you use EasyAI, please refer to the EasyAI addendum for details.

The data listed above is stored by us and associated with your account.

1.2 Data we collect through automated means

When you access the Services (including browsing content), we collect certain data by automated means, including:

System data	Technical data about your computer or device like your mobile device used, operating system, internet provider, date and time of login and logoff, cookie IDs, IP address, device type, operating system type and version, unique device identifiers, browser, browser language, domain and other systems data, and platform types.
Usage data	Usage statistics about your interactions with the Services, including content accessed, time spent on pages or the Service, pages visited, features used, your search queries, click data, date and time, referrer, and other data regarding your use of the Services.
Approximate geographic data	An approximate geographic location, including information like country, city, and geographic coordinates, calculated based on your IP address.

2. How we get data about you

Data is mostly fed by the authors/learners into the application and stored on our cloud servers.

System data like user ID, mobile device used, operating system, internet provider, date and time of login and logoff, cookie IDs will be automatically collected from the end users and processed by the application.

Personal data is also processed by our suppliers via their respective applications. We have a legal base either as a contractual requirement, legitimate interest or exclusive consent for the processing of personal data.

3. What we use your data for

We use your data to provide our services, communicate with you, troubleshoot issues, improve and update our services, analyze how people use our services, and as required by law or necessary for safety and integrity.

We consider that the legal bases for the processing of your personal data as set out in this privacy notice are as follows:

- Our use of your personal data is necessary to perform our obligations under any contract with you (for example, to comply with the terms of use of our site which you accept by browsing our website and/or to comply with our contract to provide Services to you, your organization, your employer that may be providing you with access to our Services); or
- Our use of your personal data is necessary for complying with our legal obligations; or

- Our use of your personal data is necessary for our legitimate interests or the legitimate interests of our sub-processors. Our legitimate interests are to:
 - run, grow and develop our business;
 - operate our website and provide our services;
 - provide onboarding and support to customers;
 - build relationships with suppliers and partners;
 - for internal administrative and auditing purposes; or
- Consent, to send you certain communications or where you submit certain information to us, or where required to rely upon consent by privacy law.

4. Who we share your data with

With a legal basis for processing personal data like legitimate purpose, we share certain data about you with authors/learners, suppliers (sub-processors) performing services for us, Easygenerator affiliates.

We may also share your data as needed for security, legal compliance, or as part of a corporate restructuring. Lastly, we can share data for other business purposes only if we have your exclusive consent. The list of sub-processors is provided in the separate DPA annex.

5. Security

We use appropriate security based on the type and sensitivity of data being stored. As with any internet-enabled system, there is always a risk of unauthorized access, so it's important to protect your password and to contact us if you suspect any unauthorized access to your account. Easygenerator urges its authors and learners to enforce strong password policies. Easygenerator strongly urges its customer organizations to integrate SSO with the application for a better access management system.

Easygenerator takes appropriate organizational and technical security measures to protect against unauthorized access, alteration, disclosure, or destruction of your personal data that we collect and store. Easygenerator deploys industry-standard security solutions and measures for data privacy and security. Easygenerator complies with privacy laws like GDPR and aligns its business processes with ISO 27001 standard. Personal data is mostly processed in EU and in case data gets processed by our sub-processor in a non-EU country, DPA with EU standard contractual clauses is in place.

These measures vary based on the type and sensitivity of the data. Unfortunately, however, no system can be 100% secured, so we cannot guarantee that communications between you and Easygenerator, the services, or any information provided to us in connection with the data we collect through the services will be free from unauthorized access by third parties. Your credentials are an important part of our security system, and it is your responsibility to protect it. You should not share your password with any third party, and if you believe your password or account has been compromised, you should change it immediately and contact the support team immediately with any concerns.

6. Your rights

You have certain rights around the use of your data, including the ability to opt out of promotional emails, and collection of your data by certain third parties (like in customer satisfaction surveys). You

can update or terminate your account from within our services and can also contact us for individual rights requests about your personal data.

You can choose not to provide certain data to us, but you may not be able to use certain features of the Services.

You can access and update your personal data that Easygenerator collects and maintains as follows:

- To update data you provide directly, log into your account and update your account at any time.
- You can also delete your profile and personal data instantly.

To stop receiving promotional communications from us, you can opt out by using the unsubscribe mechanism in the promotional communication you receive or by changing the email preferences. Note that regardless of your email preference settings, we will send you transactional and relationship messages regarding the services, including administrative confirmations, order confirmations, important updates about the services, and notices about our policies.

Easygenerator processes data on behalf of its clients (controllers) and the requests from clients regarding rights of their end users will be addressed in line with GDPR guidelines.

Easygenerator will only access your account upon your request for assistance. You will be asked to provide explicit consent for that. No employee of Easygenerator will access your account without prior permission; unless required to do so by law and in such cases, where legally permissible, Easygenerator shall inform you.

Easygenerator has the option to track and trace the results from your learners. This option can be switched on or off for customer. These results will only be visible to the author (owner) and the admin from customer, not to anyone else. There is also the possibility to show the high-level aggregated results only.

Easygenerator does have the right to analyze this data for general trends and figures, but not on a personal or customer level unless that customer has approved or requested that.

7. Retention of personal data

We keep your personal data for no longer than necessary for the purposes for which the personal data is collected and processed. We only retain the contractual agreement data and not the personal data of customer end users. The length of time we retain personal data for depends on the purposes for which we collect and use it and/or as required to comply with applicable laws and to establish, exercise, or defend our legal rights.

End users can delete their profiles and their personal data; and before this they can export the courses to an external LMS system via HTML, XML or SCORM.

8. Cookie management

Session cookies

Session cookies are temporary bits of information which are deleted when you exit the application or the website. Session cookies are typically used to improve navigation and to collect statistics. Easygenerator portal and the application use session cookies.

Persistent cookies

Persistent cookies are more permanent bits of information that are stored and remain on your computer/phone until they are deleted by you. Persistent cookies delete themselves after a certain period of time but are renewed each time you visit the website.

9. Updates & contact info

When we make a material change to this policy, we'll notify users via email, in-product notice, or another mechanism required by law. Changes become effective the day they're posted. Please contact us via email with any questions, concerns, or disputes.

9.1 Modifications to this privacy policy

From time to time, we may update this privacy policy. If we make any material change to it, we will notify you via email, through a notification posted on the services, or as required by applicable law. We will also include a summary of the key changes. Unless stated otherwise, modifications will become effective on the day they are posted.

As permitted by applicable law, if you continue to use the services after the effective date of any change, then your access and/or use will be deemed an acceptance of (and agreement to follow and be bound by) the revised privacy policy. The revised privacy policy supersedes all previous privacy policies.

9.2 Questions

If you have any questions, concerns, or disputes regarding our privacy policy, please feel free to contact Easygenerator at privacy@easygenerator.com

Annex4: EasyAI Addendum

This Supplementary AI Addendum ("EasyAI Addendum" or "Addendum") is an integral part of this End User License Agreement ("EULA") by and between Easygenerator B.V, a Netherlands-based corporation ("Easygenerator" or "Provider"), and the end-user ("User"). This Addendum specifically addresses the utilization of OpenAI's features within the Easygenerator application for SaaS services in authoring, course creation and corporate e-learning.

Definitions:

EasyAI: EasyAI serves as Easygenerator's AI-powered content creation feature, incorporating our sub-processor OpenAI's AI technology through seamless integration. For the context of this

agreement and any related agreements, EasyAI is considered an integral component of the broader Easygenerator platform and its suite of services.

Chat: Chat is AI based chatbot service, a functionality within Easygenerator SaaS application powered by OpenAI. End users can ask the chatbot any question regarding their course creation or otherwise on the Easygenerator platform and receive AI based answers.

AI Features: AI Features shall refer to the artificial intelligence-based functionalities integrated into the Easygenerator SaaS application, including but not limited to machine learning algorithms, natural language processing, and predictive analytics.

Usage:

Functionality: EasyAI is a content creation feature, whereas Chat is a chatbot service. End users can input prompts into the dialogue box, and after processing by OpenAI, they receive AI-generated outputs that can be incorporated into their user-generated content on the Easygenerator platform.

Voluntary Consent: EasyAI and Chat are voluntary add-ons within the Easygenerator tool that can be used to leverage OpenAI's AI technology. Clients are not obligated to use these features, and the choice to utilize them lies solely with the client's Organization Owners (role within the Easygenerator tool).

User Responsibilities: The User is responsible for ensuring the accuracy and legality of the data entered into Easygenerator SaaS application. Easygenerator is not liable for any consequences arising from inaccurate or inappropriate use of the EasyAI and Chat Services.

Ethical Use: The User agrees not to use the AI Services for any unlawful, harmful, or unethical purposes, including but not limited to generating content that infringes upon intellectual property rights, violates privacy, law or promotes discrimination.

AI Functionalities:

Authorized Use: The User is granted a non-exclusive, non-transferable right to access and use the AI Features solely for the purpose of authoring, course creation, and corporate e-learning within the SaaS services.

Data Input: The User acknowledges that, for the optimal functioning of the AI Features, Easygenerator may collect, process, and analyze data entered into the SaaS services. This includes, but is not limited to, course content, user interactions, and performance metrics.

Improvements: The Provider retains the right to update and enhance the AI Features over time. These updates may be applied automatically without requiring additional consent from the User.

Data Processing:

Data Storage: Inputs made to EasyAI are stored by Easygenerator and processed by OpenAI. Easygenerator does not train its AI models or allows OpenAI to train their AI models using Easygenerator's customer data. OpenAI may securely retain API inputs and outputs for up to 30 days to provide services and identify abuse. After 30 days, API inputs and outputs are removed from OpenAI systems, unless legally required to retain them. EasyAI stores inputs/outputs indefinitely to provide continuous service.

User Caution: End users are encouraged to exercise caution when entering information, including personal and company-sensitive data, into the Chat bot, considering the indefinite retention of inputs and outputs by Easygenerator as chat history.

Indemnification: The user agrees to indemnify and hold Easygenerator harmless from any intellectual property claims, damages, or losses arising out of or in connection with the use of the AI Services.

Content Ownership:

Ownership: The User maintains ownership of all data entered into the SaaS services. However, Easygenerator can use usage data, specifically usagemetrics and voluntary feedback that is provided using the thumbs up/down functionality to help improve EasyAI.

Client organizations with the appropriate license have full rights to the content generated using the outputs from the EasyAI feature.

User Consent: By agreeing to this Addendum, the User consents to the processing of their data by OpenAI in accordance with OpenAI's policies and terms, in addition to Easygenerator's own data processing practices

Termination:

User Termination: Users can stop using EasyAI or Chat at any time without requiring a formal opt-out process. Users can stop utilizing the features by refraining from inputting information into the algorithms.

Easygenerator's Right: Easygenerator reserves the right to stop, halt, or temporarily make unavailable the EasyAI feature while it is available as a general feature within the Easygenerator platform. Content created using EasyAI or Chat outputs remains unaffected in such cases. Easygenerator also reserves the right to suspend or terminate the User's access to the OpenAI Features if there is a breach of any terms of the EULA or this Addendum.

Modifications:

Easygenerator reserves the right to modify or discontinue EasyAI or Chat features at its own discretion, subject to the terms of the EULA.

Easygenerator reserves the right to modify or update these terms periodically. Your ongoing use of the AI Tools following any such alteration signifies your acceptance of the revised AI Terms.

Disclaimer:

The Customer acknowledges and agrees that both the AI and the AI tools have not undergone comprehensive testing. The AI tools utilize experimental technology, and any output generated may not align with the Customer's intended use, including, but not limited to, potential inaccuracies, offensive content, or duplication of material generated by AI for other users. The Customer is urged to exercise discretion when relying on, publishing, distributing, or using any Output resulting from the use of the AI Tools. Regardless of any contrary provisions in the Agreement, Easygenerator provides the AI and the AI Tools to the Customer "as is" without any

indemnities, representations, or warranties of any kind (whether express or implied, statutory or otherwise). Furthermore, Easygenerator reserves the right to modify, discontinue, or cancel the AI and the AI Tools at any time and for any reason at its sole discretion.

Miscellaneous:

The user agrees to indemnify and hold Easygenerator harmless from any intellectual property claims, damages, or losses arising out of or in connection with the use of the AI Services.

This Addendum, along with the main EULA, constitutes the entire agreement between the User and the Provider regarding the use of the AI features and supersedes any prior agreements.

This Addendum shall be governed by and construed in accordance with the laws of State/Country as described in the main EULA of which this addendum forms an integral part, without regard to its conflict of law principles.