

## General Terms and Conditions

UPDATED ON: \_\_\_\_\_

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 two parts. The general terms and conditions (the main contract) and the Data Processing Agreement (DPA). This is a contract between \_\_\_\_\_ 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 "**you<sub>r</sub>**"), 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

### 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 User 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 User 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);
  - i. Contains hateful, defamatory, or discriminatory content or incites hatred against any individual or group;
  - ii. Exploits minors;
  - iii. Depicts unlawful acts or extreme violence;
  - iv. Depicts animal cruelty or extreme violence towards animals;
  - v. Promotes fraudulent or dubious business schemes;
  - vi. Or Violates applicable law.

## **6. Acceptance of terms**

6.1. Easygenerator provides its Service to you through its website [easygenerator.com](https://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](https://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 English.

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. Three 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: Easygenertaor 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](http://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 Processor’s 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 Processor’s 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 Processor's Agreement (referred to below as: 'Processor's 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. Customer 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 Processor's 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 Processor's 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 Processor's 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) provides 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

