

General Terms of Service –Grantific B.V.

1. GENERAL

- 1.1. The primary functionality of the Grantific-service (hereinafter the **Service**), which is developed and provided by Grantific B.V., is to provide a software-as-a-service platform that enables users to identify relevant funding opportunities, identify potential consortium partners, and prepare and draft grant applications through AI-supported tools and related functionalities.
- 1.2. The data made available by Grantific through the Service is a combination of internal data and publicly available information (referred to in these general terms as **Third Party Materials**). Third Party Materials are governed as set out in Article 7.1 of these general terms.
- 1.3. The functionality of the Service also extends to **Authorized Users**, which are individual users authorized by the Customer to access the Customer's account. Authorized Users may include the Customer's employees, consultants, contractors or agents.
- 1.4. These general terms apply to the use of the Service which are described in detail in an order form agreement between Grantific and the Customer (the **Order Form**).
- 1.5. Unless otherwise agreed upon in writing, these general terms apply to the use of the Service. These general terms also apply to every offer made by Grantific.
- 1.6. All proposals and offers made by Grantific are non-binding, unless expressly agreed otherwise. An offer or proposal only applies to the assignment specified therein (and not to possible future assignments). The Customer guarantees that all information provided by the Customer, through the Order Form or otherwise is correct and complete.
- 1.7. These general terms can be found on www.grantific.com

2. AGREEMENT TERM, RENEWAL AND TERMINATION

- 2.1. An Order Form will automatically renew for consecutive twelve (12)-month periods upon expiration of the end date stated in the Order Form or any prior renewal term, unless either Grantific or the Customer terminates the Order Form at least 60 days prior to the end date stated on the Order Form or the automatically renewed 12 month period by written notice to the other Party.
- 2.2. Articles 8, 12 and 14 shall remain valid after the termination of the agreement as set out in the Order Form, if and insofar as applicable.
- 2.3. If either the Customer or Grantific is in material breach of these general terms or the Order Form, the other party shall issue a written notice of default with a term for the breaching party to remedy the breach within 30 days. If the breaching party fails to

remedy the breach within the given term, the other party may terminate the Order Form.

- 2.4. If Grantific terminates the Order Form due to a breach of the provisions set out in Article 4 all unpaid fees for the remainder of the Order Form immediately fall due for payment.

3. PRICING

- 3.1. Unless explicitly stated otherwise, prices as offered by Grantific or prices included in the Order Form are excluding possible expenses or any taxes or levies imposed by the relevant authorities.
- 3.2. Grantific may index its rates annually based on the services price index (DPI) of the CBS (index 2021=100), based on the index figure of the second quarter of the previous year, up to a maximum of 5%. Customer will be informed as soon as possible by Grantific of any indexation.

4. PAYMENT

- 4.1. The Customer shall pay the fees included in the Order Form, without any deduction or set off, within 30 days from the invoice date.
- 4.2. Grantific shall invoice the Customer for the fees listed on the Order Form plus any taxes due over such fees.
- 4.3. If the Customer fails to comply with Section 4.1, and after having been given a notice of default and a reasonable term of 14 days to remedy the breach, the Customer is in default, in derogation of Article 2.3. Customer shall pay a finance surcharge on overdue amounts, equal to the highest (commercial) interest rate permitted by applicable law. Interest shall compound monthly. Customer shall bear all of Grantific's costs of collection of overdue fees, including reasonable attorneys' fees.

5. USE OF THE SERVICE; AUTHORIZED USER ACCOUNTS AND USER RIGHTS

- 5.1. Grantific grants the Customer for the agreed duration the right of usage for an agreed number of users to use the Service as stated on the Order Form. Only the Customer and its designated Authorized Users have the right to use the Service.
- 5.2. The Customer agrees not to permit any person who is an employee or agent of a Grantific competitor to be an Authorized User.
- 5.3. The Customer has the right to use and exploit the Service to the extent agreed and for its own business purposes only. Use of the Service shall require a user identification and password (hereinafter a **User ID**). The Customer or Authorized User is obliged to keep the provided User ID secret. The Customer is responsible for all use of the Service under its User IDs.

6. CONDITIONS OF USE OF THE SERVICE

- 6.1. If the Customer or an Authorized User is in breach of these general terms or other instructions issued by Grantific, Grantific may take the appropriate measures it deems necessary, including discontinuing the use of the applicable User ID.
- 6.2. If the Customer or an Authorized User is in breach of these general terms or other instructions issued by Grantific, Grantific may stop providing the Service to the Customer and cancel the User IDs of the Customer, if the Customer fails to remedy the breach within 14 days after notification.
- 6.3. The Customer is responsible for direct damages and expenses to Grantific or any third parties, caused by the Customer's acts or omissions which are against these general terms, the Order Form, instructions issued by Grantific or any applicable laws or regulations.
- 6.4. The use of bots, scripts or any other form of software for mass account creation or automated mass data dumping or extraction is not allowed.
- 6.5. The Customer shall not distribute, publish, copy, resell, transfer or otherwise make available to third parties any data, material or content related to or included in the Service, except with Grantific's specific prior written consent.
- 6.6. The Customer shall not spread any content that is unlawful, offensive, upsetting, intended to disgust, threatening, libellous, defamatory, obscene or otherwise objectionable. Examples of such objectionable content include, but are not limited to, content that is:
 - a. Unlawful or promoting unlawful activity;
 - b. Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups;
 - c. Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
 - d. Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person;
 - e. Infringing on any proprietary rights of any Party, including patent, trademark, trade secret, copyright, right of publicity or other rights;
 - f. Impersonating any person or entity including the Company and its employees or representatives;
 - g. Violating the privacy of any third person;
 - h. Containing false information and features.

- 6.7. The Customer is responsible for all costs incurred from or related to the use of the Service, such as creating of Customer's technical infrastructure and its maintenance, data connections and fees related thereto.
- 6.8. The Customer is obliged to return or at the request of Grantific to destroy any and all such data, material or content related to the Service in its possession latest at the expiry of its user rights. The data, materials or content referred to in Article 6.8 explicitly do not include Customer Data as specified in Article 8.

7. CONTENT THIRD PARTY MATERIALS

- 7.1. Grantific does not have control over the actual content of the Third-Party Materials to which the Services provide access and therefore takes no responsibility in relationship to and shall not be held liable by the Customer for damages arising from, the content, or omissions therein, of Third-Party Materials.

8. CUSTOMER DATA

- 8.1. The Customer is solely responsible for the accuracy and completeness of all data provided by the Customer or by an Authorized User (**Customer Data**) for use in the Service. Grantific shall not modify the Customer Data and Grantific makes no claim to any right of ownership on Customer Data.
- 8.2. Grantific may use the Customer Data to carry out its obligations under the Order Form and these general terms, and for no other purpose.
- 8.3. Grantific shall comply with national legislation regarding the processing of "personal data". Grantific processes personal data as set out in the privacy policy, which can be found on www.grantific.com. If applicable, a data processing agreement will be attached to the Order Form.
- 8.4. Grantific shall take sufficient technical and organizational measures to keep personal data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access; and must deal with the information only in accordance with Customer's instructions, provided they are reasonable and lawful.
- 8.5. Grantific shall back up Customer Data once in each 24-hour period. Customer's custom models shall be backed up by Grantific each time a new version is made live on the Service.
- 8.6. Backups shall be stored by Grantific in secured locations that are geographically dispersed. Backups shall be available for restore as follows:
 - a. Nightly Backups: maximum 2 weeks history (counting from yesterday)
 - b. Sunday Backups: maximum 3 months history (counting from yesterday)
 - c. Monthly Backups (1st Sunday of each month): maximum 1 year history (counting from yesterday)
- 8.7. Upon the termination of the Order Form, Grantific shall no longer have the obligation to preserve or back-up any Customer Data. Upon termination of the Order Form and upon request of the Customer, Grantific shall provide the Customer with

an export of all Customer Data, Customer's training data and Customer's specific models within 30 days.

9. AVAILABILITY OF THE SOFTWARE AND TECHNICAL SUPPORT

- 9.1. The use of the Service requires a good, fast and stable internet connection. An insufficient internet connection may result in a poor user experience of the Service.
- 9.2. The technical support team of Grantific is available on weekdays (Monday through Friday), excluding Dutch national holidays, from 9:00 am till 17:00 pm CET.
- 9.3. Grantific ensures that the Service will be kept available for use for the entire agreed duration, as agreed upon in the Order Form. Grantific shall make all reasonable effort to keep the Service up and running 24 hours per day, 7 days per week.
- 9.4. Grantific shall take all reasonable effort to ensure the functioning and maintenance of the Service. Usually, maintenance of the Service shall not result in downtime of the Service, but to ensure that downtime is of the least inconvenience, maintenance shall mostly take place outside of office hours.
- 9.5. If downtime due to maintenance is expected by Grantific, Grantific shall notify the Customer at least 7 days in advance or as soon as possible.
- 9.6. In addition to Article 15 of these general terms, Grantific shall not be liable for damages, neither direct nor indirect, resulting from downtime of the Service.
- 9.7. Grantific may alter the Service. This includes, but is not limited to, changing, removing or adding certain features or functionalities of the Service. If Grantific plans to remove any functionalities or customer-specific functions, Grantific shall notify the Customer 6 months prior to the removal, or as soon as possible. Grantific will mark these functions as deprecated.
- 9.8. In addition to Article 7 of these terms, Grantific does not guarantee that the Service is completely free of error. Customer shall inform Grantific as soon as possible if the Customer notices any error, bugs or malfunctions in the Service.

10. THIRD PARTIES

- 10.1. Grantific has the right to employ third parties to (partially) perform activities or services, if Grantific is of the opinion that this is necessary for the due exercise of the Service. Articles 7:404, 7:407 section 2 and 7:409 of the Dutch Civil Code (*Burgerlijk Wetboek*) are not applicable.
- 10.2. Examples of (services provided by) third parties as referred to in Article 10.1 are AWS, Google and Microsoft Azure.

11. FORCE MAJEURE

- 11.1. Grantific or the Customer shall not be bound to fulfil any obligation as agreed upon if prevented from doing so by force majeure. Parties understand force majeure to be including, but not limited to, strikes, company sit-ins, blockades, embargoes, government measures, war, revolution or any similar state, power failures, faults in

electronic communication lines, cable breaks, pandemics, fires, explosions, water damage, lightning damage, natural disasters, flooding or earthquake.

- 11.2. In case of force majeure, neither Grantific nor the Customer is liable for any resulting damages.
- 11.3. If the force majeure takes place for a period that exceeds 60 days, the Order Form can be terminated in writing. In that case, parties have no right to recover damages.

12. INTELLECTUAL PROPERTY

- 12.1. All existing and future intellectual property rights to the Service and its content as well as to any possible amendments made thereto, belong exclusively to Grantific or its partners. Intellectual Property Rights (**IPR**): means property that includes intangible creations of the human intellect. Such creations can include, but are not limited to copyrights, patents, designs, trademarks, trade secrets, know-how, information, documents, reports, source code, systems, solutions and/or data.
- 12.2. The Customer and Authorized User only gain the right to use the Service. The Customer and Authorized User cannot claim any of the aforementioned intellectual property rights.
- 12.3. Notwithstanding Article 12.1, any intellectual property rights in materials or data owned by the Customer shall remain vested in the Customer. Nothing in this Agreement shall be interpreted as transferring such intellectual property rights to Grantific B.V.

13. PUBLICITY

- 13.1. The Customer grants Grantific the right to use its name and logo on Grantific's websites and its marketing materials to identify Customer as a customer of Grantific.
- 13.2. The Customer assigns all rights, title and interest in any feedback Customer provides Grantific. If for any reason such assignment is ineffective, Customer agrees to grant Grantific a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such feedback without restriction.

14. NON-DISCLOSURE

- 14.1. Grantific and the Customer shall not disclose any of the confidential information provided by the other party (or by an Authorized User) to third parties unless it is required by a statutory or professional obligation.
- 14.2. Confidential information includes all information which the Customer or Grantific designates as confidential or which by its nature can be classified as confidential. The following information shall in any case be regarded as confidential:
 - a. Customer data;

- b. All information related to research, development, trade secrets or information related to company matters;
- c. Personal data as intended in the General Data Protection Regulation (GDPR).

14.3. Confidential information shall not include any information which:

- a. is already in the public domain or becomes available to the public through no breach of these general terms;
- b. is received by a either Grantific or the Customer independently from any third party which is not bound by any confidentiality obligation with respect to such information;
- c. was already lawfully in the possession of the recipient before its disclosure under these general terms took place;
- d. is independently developed without use of the Other Party's data.

14.4. Grantific and the Customer shall:

- a. maintain strict confidentiality with respect to confidential information;
- b. without the prior written consent of the other party not: distribute, disclose or disseminate confidential information to any person other than those of its employees or advisors, who reasonably need to know such information for the purpose of the performance of the obligations under these terms and the Order Form;
- c. use the Confidential Information solely for the purposes for which it is disclosed;
- d. make copies of the Confidential Information only to the extent strictly necessary to the purpose for which it was disclosed;
- e. keep the existence, nature and content of the Order Form confidential, together with the fact that discussions are taking place concerning the business and affairs of the parties.

14.5. Grantific and the Customer shall, upon first request by the other party, either:

- a. return all copies of the confidential information to the other party; or
- b. destroy the confidential information and confirm in writing to the other party that this has been done.

14.6. The Customer shall ensure that the Authorized User, or other third parties to which the confidential information is disclosed, are aware of the non-disclosure obligation as set out in this Article 14 and shall see to it that those parties shall fully comply with the obligation as set out in this Article.

15. LIABILITY

15.1. To the maximum extent permitted under applicable law, Grantific, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or

otherwise, with respect to the Service. This includes: implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

- 15.2. Without limitation to the foregoing, Grantific provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Customer's requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, provide legal, financial, or investment advice, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected. Customers remain responsible for decisions made based on the insights.
- 15.3. The Customer indemnifies Grantific for all claims by third parties relating to the data that the Customer collects, saves or processes by means of the Service. Grantific is not liable for the content of the data which the Customer collects, saves or processes within the framework of the Service.
- 15.4. If, as opposed to the provisions in Article 15.5, Grantific is liable for damages by law, Grantific's total liability is limited to a maximum sum of the lower of (i) the amount of the fees paid or payable by Customer to Grantific under such relevant Order Form during the 12 months prior to the event giving rise to such loss, cost, claim or damages (ii) the maximum amount paid out by Grantific's insurer.
- 15.5. Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer. This may result in inapplicability of the above exclusions and limitations to the Customer. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.
- 15.6. All claims and defences against Grantific shall lapse after one year after the claim or defence has been discovered.
- 15.7. The limitations set out in this Article 15 do not apply if damage is the result of wilful misconduct or gross negligence from Grantific's side.

16. NULLITY, ENFORCEABILITY AND SEVERABILITY

- 16.1. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement. Any such invalid or unenforceable provision shall be replaced by a provision that is considered to be valid and enforceable and whose interpretation shall be as close as possible to the intent of the invalid provision.

17. RECISSION

- 17.1. Grantific and the Customer waive their rights to partially rescind or annul, or to invoke the rescission or annulment of these general terms.

18. ASSIGNMENT

18.1. Grantific and Customer are not allowed to assign or transfer or purport to assign or transfer any of its rights or obligations under these terms or any agreement between the Customer and Grantific without the prior written consent of the other party.

19. MISCELLANEOUS

19.1. Grantific may change these general terms at all times. The latest version of the terms will always apply. In case of a substantial amendment, the Customer may cancel the Order Form within 30 days after the announcement. The Order Form will then terminate on the day the new conditions come into effect.

20. APPLICABLE LAW AND JURISDICTION

20.1. The Order Form and these general terms shall be governed by and construed in accordance with the laws of the Netherlands.

20.2. Any dispute resulting from or arising in connection with (fulfilment of) the Order Form and these general terms that cannot be settled in an amicable fashion shall be submitted to the competent court of Midden-Nederland.