

General Terms and Conditions

Sprk Studios, trading as CourseLaunchr

Stijn Verhagen · KvK 86304526 · Eugeniasingel 45, 5913 GK Venlo, the Netherlands

Version 1.0 · Effective 1 January 2026

These General Terms and Conditions govern the relationship between **Sprk Studios**, trading as **CourseLaunchr** (“CourseLaunchr”), and its clients. They apply to every offer, agreement and service, unless a signed Agreement says otherwise.

CHAPTER A — GENERAL

Article 1. Definitions

Agreement — the signed Collaboration Agreement or other written agreement between the Parties.

Client — the party contracting with CourseLaunchr.

Client Accounts — accounts, profiles and platforms owned and controlled by the Client, including the Client's social profiles, email tool, calendar and any CRM the Client owns.

Client Materials — anything the Client supplies to CourseLaunchr, including documents, recordings, data, brand assets, lists and access.

CourseLaunchr — Sprk Studios, trading as CourseLaunchr, registered with the Dutch Chamber of Commerce (KvK) under number 86304526.

Creator Environment — the hosted software environment operated by CourseLaunchr in which knowledge bases, CRM, landing pages, automations, sequences, scoring models and dashboards are provided to the Client as a service.

Deliverables — anything produced for the Client under the Agreement.

In Writing — a signed document, an email, or a message in a channel the Parties use for the engagement, including Slack.

Materials — software, configurations, automations, templates, snapshots, documentation, designs, text and data made available or produced by CourseLaunchr.

Personal Data, Controller, Processor, Processing — as defined in the GDPR.

Project — the work described in the Agreement.

Article 2. Offers and acceptance

2.1 An offer is valid for 21 days from its date unless stated otherwise, and is non-binding until accepted. CourseLaunchr may withdraw a quote within 48 hours of receiving acceptance.

2.2 The Client should accept In Writing. Where the Client accepts in another way, or acts in a way that creates that impression, the offer may be treated as accepted.

2.3 Terms proposed by the Client that deviate from these General Terms bind CourseLaunchr only where accepted In Writing.

2.4 After acceptance the Agreement may be amended only by mutual consent.

Article 3. Order of precedence

Where documents conflict, the following order applies, highest first:

1. the signed Agreement;
2. any Scope Schedule or annex to the Agreement, excluding brochures and marketing material;
3. these General Terms and Conditions;
4. Annex 1 (Data Processing);
5. any additional terms.

Silence in a higher-ranking document is not a conflict. Where a higher-ranking document does not address a matter, these General Terms apply to it.

Article 4. Performance and cooperation

4.1 CourseLaunchr performs the Project with due care and skill, in accordance with the Agreement.

4.2 Unless expressly stated In Writing that a date is a deadline, delivery dates are indicative. CourseLaunchr is in default only after the Client has given notice of default In Writing and a reasonable period to remedy, except where mandatory law provides otherwise.

4.3 The Client provides, in good time and accurately, all access, data, materials, approvals and decisions CourseLaunchr indicates are necessary, or that the Client should reasonably understand to be necessary.

4.4 Where the Client's delay prevents CourseLaunchr from performing, timelines extend day for day and CourseLaunchr may charge reasonable standby costs actually incurred.

4.5 CourseLaunchr may engage third parties in performing the Agreement.

Article 5. Additional work and change orders

5.1 Where the Client requests something outside the agreed scope, or a request materially increases the work, CourseLaunchr notifies the Client In Writing with the additional cost and the effect on the timeline, and does not begin the additional work until the Client approves.

5.2 A change order is valid when CourseLaunchr states the change, the price and the timeline effect In Writing, and the Client confirms In Writing. A confirmation in the engagement's messaging channel is sufficient. No other formality is required.

5.3 The Client responds to a proposed change order within five working days. Where the Client does not respond, CourseLaunchr may continue with the original scope and timelines extend day for day.

5.4 These General Terms apply to all additional work.

Article 6. Prices and payment

6.1 Prices are exclusive of VAT and government levies.

6.2 Fees are payable in euro unless the Agreement states another currency, in which case that currency applies to the fees. Amounts stated in euro in these General Terms remain in euro. Any currency conversion cost is borne by the Client.

6.3 Where a price is based on data supplied by the Client and that data proves incorrect, CourseLaunchr may adjust the price accordingly, on notice.

6.4 Invoices are payable within seven days of the invoice date unless the Agreement states otherwise. Where the Agreement sets a payment schedule, each instalment is payable on the date stated in that schedule.

6.5 On late payment the Client is in default by operation of law without further notice, and owes interest at the higher of 2% per month or the statutory commercial interest under Article 6:119a of the Dutch Civil Code, calculated from the due date, plus an administration fee of EUR 150 per overdue invoice.

6.6 The Client owes the reasonable extrajudicial and judicial costs of collection, including the costs of lawyers, bailiffs and collection agencies.

6.7 Where payment is more than three working days late, CourseLaunchr may suspend performance and access to the Creator Environment until payment is received in full. Suspension for non-payment does not extend any commitment period, does not reduce any amount owed, and fees continue to accrue during suspension.

6.8 All amounts become immediately payable if the Client is declared bankrupt, applies for suspension of payments, is subject to attachment of assets, is liquidated, or dies.

6.9 CourseLaunchr may require adequate security for payment before starting or continuing.

6.10 The Client may not set off any amount against sums owed to CourseLaunchr, or suspend its payment obligations.

Article 7. Minimum term and cancellation

7.1 Where the Agreement sets a minimum term, the fees for the full minimum term are payable in all cases. Cancellation, pausing or discontinuation of use during the minimum term does not reduce the amount owed. Any unpaid installments falling within the minimum term become immediately due on cancellation. CourseLaunchr remains willing to perform for the remainder of the minimum term.

7.2 Where the Agreement sets no minimum term, and the Client cancels an accepted proposal In Writing before work begins, CourseLaunchr charges an administration fee of 10% of the agreed price.

7.3 Where the Agreement sets no minimum term and cancellation is received after work has begun, the Client owes: the work actually performed up to cancellation, charged at the agreed rates or pro rata to the agreed price; plus third-party costs already committed; plus 20% of the remaining unperformed contract value as compensation for reserved capacity.

7.4 One-time build fees are not refundable once work has begun.

7.5 CourseLaunchr will mitigate its loss under 7.3 where reasonably able to do so, and the amount is reduced accordingly.

7.6 On payment in full of the amounts due under this article, CourseLaunchr delivers the Deliverables completed to the cancellation date, and the licence in Article 16 takes effect for them.

7.7 Nothing in this article limits a consumer's statutory right of withdrawal where it applies.

Article 8. Liability

8.1 CourseLaunchr's liability for direct damage arising from an attributable failure to perform, or from an unlawful act by CourseLaunchr or those it engages, is limited per event or series of related events to the fees payable by the Client under the Agreement in the twelve months preceding the event, excluding VAT, and in

no case exceeds EUR 10,000.

8.2 Liability for indirect damage is excluded, including consequential loss, lost profit, missed savings, loss or corruption of data, and damage from business interruption.

8.3 Liability arises only where the Client gives notice of default In Writing, describing the failure in as much detail as possible, allows a reasonable period to remedy, and CourseLaunchr remains in default after that period.

8.4 A right to compensation requires the Client to report the damage In Writing to CourseLaunchr within 30 days of discovering it, and in any event within twelve months of the event.

8.5 The limitations in this article do not apply where the damage results from intent or deliberate recklessness on the part of CourseLaunchr's management.

8.6 CourseLaunchr is not liable for the performance of third-party products or services, including software, platforms and applications it does not operate, or for their outages, policy changes, suspensions, restrictions or enforcement decisions.

8.7 CourseLaunchr does not guarantee commercial results. Unless the Agreement expressly and specifically states an outcome commitment, CourseLaunchr's obligation is one of effort: to install and operate the system described in the Agreement. Revenue, leads, booked calls, closed deals and business outcomes depend on the Client's own offer, pricing, market and sales execution.

8.8 The Client indemnifies CourseLaunchr against third-party claims arising from the Client's business, from data or lists supplied by the Client, from the Client's compliance failures, and from content the Client approved or authorised.

Article 9. Force majeure

9.1 Neither Party is obliged to perform where prevented by a circumstance beyond its control that could not reasonably have been foreseen at the time of contracting. The Party affected notifies the other In Writing as soon as possible, with supporting evidence.

9.2 Force majeure includes failures of internet or telecommunications, failures by parties on whom CourseLaunchr depends, defects in items or software prescribed by the Client, unavailability of personnel through illness, and government measures.

9.3 Obligations are suspended for the duration of the force majeure. Where it lasts more than 30 days, or it is established that it will last more than three months, either Party may terminate In Writing. Work already performed is settled proportionally.

Article 10. Intellectual property and ownership

10.1 All intellectual property rights in the Materials belong exclusively to CourseLaunchr or its licensors, except as provided in this article.

10.2 Client Materials. Materials the Client supplies remain the Client's property. CourseLaunchr receives a non-exclusive licence to use, adapt, store and process them for the purposes of the Agreement. On termination CourseLaunchr returns or deletes the originals under Article 17.5. The Client is not entitled to any adapted, processed, structured or embedded form of those materials that exists inside the Creator Environment.

10.3 Assets inside Client Accounts. Assets that exist inside the Client's own accounts are and remain the Client's property, during and after the engagement. This includes content published under the Client's name,

the Client's email list held in the Client's own email tool, the Client's audience, connections and relationships, and records held in a CRM the Client owns.

10.4 Assets inside the Creator Environment. Everything built, configured, trained or generated inside the Creator Environment is part of CourseLaunchr's platform and is provided to the Client as a service. This includes the Client's AI knowledge base, funnels, landing pages, automations, sequences, scoring models, prompts, dashboards and reporting. It is not transferred to the Client, is not supplied in operable or portable form, and access to it ends in accordance with Article 18.3.

10.5 Data export on exit. On termination, and on request made In Writing within 30 days of it, CourseLaunchr provides the Client with an export of the Client's own data held in the Creator Environment, in a common machine-readable format, at cost. This means the Client's contacts and leads with their associated fields, and content written for the Client. It does not extend to configuration, automations, models, prompts, dashboards or the environment itself. Nothing in this article limits the Client's rights under Annex 1 or under the GDPR.

10.6 Outside Articles 10.2, 10.3 and 10.5, the Client acquires only the rights of use expressly granted in the Agreement, these General Terms or otherwise In Writing.

10.7 The Client may not remove or alter any notice of copyright, trade mark, trade name or confidentiality on the Materials, and may not circumvent technical protection measures.

10.8 Use, reproduction or disclosure of the Materials beyond the rights granted is an infringement.

10.9 Penalty. For each infringement of this article the Client owes an immediately payable penalty of EUR 5,000, and EUR 25,000 for each deliberate infringement, without prejudice to CourseLaunchr's right to recover its actual damage. Where an infringement continues more than one working day after CourseLaunchr has given notice of it, the Client owes a further EUR 5,000 for each day it continues, up to a maximum of EUR 50,000 per infringement.

Article 11. Personnel and non-solicitation

11.1 The Client provides reasonable support to CourseLaunchr Personnel performing work at the Client's premises.

11.2 Definition. "CourseLaunchr Personnel" means any person who performs or has performed work for CourseLaunchr or an affiliated company, in any capacity, including employees, contractors, subcontractors, freelancers, consultants and agents, and any such person who ceased to do so less than six months before the relevant act.

11.3 Restriction. During the engagement, and for twelve months after it ends, the Client and any organisation acting on the Client's behalf will not, without CourseLaunchr's prior consent In Writing, directly or indirectly:

- (a) employ or engage CourseLaunchr Personnel;
- (b) otherwise have CourseLaunchr Personnel perform work for them, whether as contractor, consultant, agency, through a third party, or in any other form;
- (c) solicit or approach CourseLaunchr Personnel with a view to any of the above.

11.4 The engagement is treated as ending on the date of the completion notice under Article 17.3, or the date the Agreement terminates, whichever is later.

11.5 Penalty. For each breach of this article the Client owes CourseLaunchr an immediately payable penalty of EUR 10,000, and a further EUR 1,000 for each day the breach continues after CourseLaunchr has given notice of it, up to a maximum of EUR 50,000 per breach, without prejudice to CourseLaunchr's right to recover its actual damage and to any other remedy.

11.6 This article does not restrict CourseLaunchr Personnel themselves. It binds the Client.

11.7 The Parties agree that this article is reasonable and no wider than necessary to protect CourseLaunchr's legitimate business interests.

Article 12. Confidentiality

12.1 Each Party keeps confidential any information received from the other that is marked confidential, or that the receiving Party knows or should reasonably suspect is confidential. Each Party imposes the same obligation on its personnel and on third parties it engages.

12.2 CourseLaunchr will not take cognisance of data the Client stores through the Creator Environment beyond what is necessary to perform the Agreement or to maintain quality, or where required by law or court order.

12.3 This obligation survives termination for as long as the information retains its confidential character.

12.4 CourseLaunchr may reference aggregate, non-identifying results for marketing purposes. Identifying material requires the Client's approval In Writing.

Article 13. Amendments to these Terms

13.1 CourseLaunchr may amend these General Terms.

13.2 Amendments apply to existing Agreements 30 days after announcement on CourseLaunchr's website or by electronic notice. Minor changes may take effect at any time.

13.3 Where the Client does not wish to accept a material amendment, the Client may terminate the Agreement with effect from the date the amended terms take effect, by giving notice In Writing before that date. This does not release the Client from fees payable for a minimum term under Article 7.1.

CHAPTER B — BUILD AND DELIVERY

This chapter applies to work built for the Client, including systems, funnels, automations, landing pages, lead magnets, content assets, documentation and configuration.

Article 14. Specifications

14.1 The Parties record In Writing what will be built and to what requirements. The Client warrants the correctness, completeness and timeliness of the instructions and data it supplies.

14.2 Where the Client has asked CourseLaunchr to work with a high degree of freedom, the Client may not afterwards invoke specifications CourseLaunchr did not agree to.

14.3 CourseLaunchr may, but need not, check the Client's materials for correctness or consistency, and may suspend work until the Client has remedied defects it identifies.

14.4 Where the Client supplies materials protected by third-party rights, the Client warrants it holds all necessary licences.

14.5 CourseLaunchr may use third-party components, including open-source software. After delivery, compliance with the relevant third-party licences when using the Deliverables rests with the Client. CourseLaunchr informs the Client of the applicable licence conditions. Licence costs necessary for performance are charged to the Client and specified in the offer.

Article 15. Completion and acceptance

15.1 CourseLaunchr delivers the Deliverables to the Client for acceptance.

15.2 The Client tests the Deliverables at its own expense during an acceptance period of one week from delivery.

15.3 Where the Client does not reject the Deliverables In Writing within that period, stating the reasons, they are deemed accepted. The Deliverables are also deemed accepted where the Client puts them into use.

15.4 Where the Client rejects, CourseLaunchr states the adjustments it will make and the time or cost involved. The Client then confirms whether it agrees or waives the rejection. CourseLaunchr will use best efforts to remedy identified and reproducible defects within the agreed time, failing which within a reasonable time.

15.5 Minor defects, meaning defects that do not reasonably prevent operational use, are not grounds for withholding acceptance. CourseLaunchr remains obliged to repair them.

15.6 After acceptance a warranty period of 30 days applies, during which the Client may report defects that could not reasonably have been discovered during the acceptance test. This is not an extended acceptance test.

15.7 Where the Project runs in phases, the Client approves each phase on completion and the above applies to each. The Client may not base approval or disapproval of a later phase on matters approved in an earlier one. CourseLaunchr may wait to start a new phase until the previous one is accepted.

15.8 CourseLaunchr does not warrant that software will be free of all errors, and may implement temporary workarounds to avoid serious errors.

Article 16. Licence to Deliverables

16.1 Subject to Articles 10.3 and 10.4, CourseLaunchr grants the Client a perpetual, non-exclusive, non-transferable licence to use, for the Client's own business, the Deliverables that have been handed over into Client Accounts. This licence takes effect once the fees for the relevant Deliverables have been paid in full, and survives termination of the Agreement.

16.2 The licence does not extend to CourseLaunchr's underlying system, methodology, templates, snapshots or the Creator Environment, which are provided as a service under Chapter C and are governed by Article 10.4.

16.3 CourseLaunchr does not transfer intellectual property rights to the Client except as expressly stated In Writing.

16.4 Source code and technical documentation for software supplied by CourseLaunchr, other than open-source software, is not made available to the Client and may not be altered by the Client, unless expressly agreed In Writing.

16.5 The Client may not sell, rent, sub-licence or otherwise make the Deliverables available to any third party, including where the third party would use them exclusively for the Client's benefit, except with CourseLaunchr's consent In Writing or in connection with a sale of the relevant business unit.

Article 17. Duration, completion and termination

17.1 The Agreement sets its own term, minimum period and notice period. Where it does not, either Party may terminate on one month's notice In Writing. Article 7.1 applies to any minimum term.

17.2 CourseLaunchr may suspend or terminate the Agreement In Writing with immediate effect, without compensation, where: the Client fails to meet its obligations in full or on time; circumstances arise giving good reason to fear the Client will not meet its obligations; requested security is not provided; the Client's delay makes performance on the original terms unreasonable; the Client is declared bankrupt, applies for suspension of payments, is liquidated or has assets seized; or performance becomes impossible.

17.3 Completion notice. On completion of the build, CourseLaunchr issues a completion notice In Writing recording the date the Project was completed and the Deliverables handed over. This date starts the acceptance period in Article 15.2 and the twelve-month period in Article 11.3. Where no completion notice is issued, the relevant date is the date of the last Deliverable handed over.

17.4 On termination, CourseLaunchr's claims become immediately due and payable.

17.5 Handover and credentials. Within ten working days of termination, each Party returns or deletes the other's credentials and confidential material and confirms this In Writing. Each Party may rotate any credential the other had access to. Article 10.5 governs data export.

17.6 Articles 8, 10, 11, 12, 16 and 17.5 survive termination.

CHAPTER C — THE CREATOR ENVIRONMENT

This chapter applies where CourseLaunchr provides and maintains hosted applications and services remotely, including knowledge bases, CRM, landing pages, automations, dashboards, sequences and domain management.

Article 18. Provision

18.1 CourseLaunchr configures and manages the Creator Environment with due care and skill.

18.2 The Client does and refrains from doing everything necessary to enable timely and correct installation, including making required data and facilities available in good time.

18.3 Access to the Creator Environment is included in, and depends on, the recurring fee. Where the Agreement ends, or where the recurring fee is not paid, CourseLaunchr may pause or revoke access. On loss of access the Client retains only what Articles 10.2, 10.3, 10.5 and 16.1 provide. CourseLaunchr is under no obligation to reproduce, migrate, rebuild or supply in operable form anything held within the Creator Environment.

18.4 CourseLaunchr may modify the applications at its discretion. Where a change materially reduces functionality, CourseLaunchr will make reasonable efforts to notify the Client in advance.

Article 19. Availability

19.1 Services are performed on the basis of an obligation of effort, unless the Agreement expressly promises a result described with sufficient certainty.

19.2 CourseLaunchr makes reasonable efforts to minimise downtime but gives no uptime guarantee unless a service level agreement designated as such forms part of the Agreement.

19.3 CourseLaunchr may take the services out of use temporarily for maintenance, adaptation or improvement, will try to do so outside office hours, and will make reasonable efforts to give advance notice.

19.4 CourseLaunchr cannot guarantee the availability of third-party networks and platforms, and is not liable for their outages, policy changes, suspensions or enforcement decisions.

19.5 Electronic transmission of the Client's data over the internet is at the Client's risk.

19.6 Unless the Agreement provides otherwise, CourseLaunchr is not obliged to make backups of Client data. Backups made may be destroyed after termination. It is the Client's responsibility to request an export under Article 10.5.

Article 20. Rules of conduct

20.1 The Client will not store or distribute material that breaches Dutch law, including material that is defamatory, offensive, discriminatory or unlawfully explicit, that infringes third-party rights including copyright, trade mark and portrait rights, that breaches third-party privacy, that constitutes unsolicited commercial communication, or that contains malicious code.

20.2 The Client will not hinder other clients or internet users, or damage CourseLaunchr's systems.

20.3 Where, in CourseLaunchr's reasonable opinion, a danger arises to the services or to a network, CourseLaunchr may take the measures it reasonably considers necessary, and will inform the Client of measures taken.

20.4 Damage caused by the Client's technical incompetence or failure to act in accordance with this article is for the Client's account.

Article 21. Licence to CourseLaunchr and indemnity

21.1 The Client grants CourseLaunchr a licence to store, transmit and copy materials the Client supplies, to the extent reasonably necessary to perform the Agreement.

21.2 The Client indemnifies CourseLaunchr against third-party claims regarding the Client's use of the services.

21.3 Where CourseLaunchr must perform work on the Client's data in response to a lawful order from a public authority, the related costs are charged to the Client.

Article 22. Storage and data limits

CourseLaunchr may set limits on storage and data traffic. Where the Agreement sets no limits, a fair use policy applies. Where limits are agreed and exceeded, CourseLaunchr may charge the additional amounts stated in the Agreement.

CHAPTER D — DATA PROTECTION

Article 23. Roles and processing

23.1 Where CourseLaunchr processes Personal Data on the Client's behalf, the Client is the Controller and CourseLaunchr is the Processor within the meaning of the GDPR.

23.2 Annex 1 (Data Processing) forms part of these General Terms and constitutes the processing agreement required by Article 28(3) GDPR. Where the Parties sign a separate data processing agreement, that agreement prevails.

23.3 The Client warrants that it has a lawful basis for the Personal Data it enters into, or instructs CourseLaunchr to process through, the Creator Environment, and that it has provided any notice required to data subjects.

CHAPTER E — FINAL PROVISIONS

Article 24. Assignment and successor entity

24.1 Neither Party may assign its rights and obligations under the Agreement to a third party without the other Party's consent In Writing.

24.2 By way of exception to Article 24.1, CourseLaunchr may assign the Agreement and all rights and obligations under it, without the Client's consent, to a successor entity controlled by the same principal, including a besloten vennootschap incorporated by Stijn Verhagen, or in connection with a transfer of all or substantially all of CourseLaunchr's business. CourseLaunchr notifies the Client In Writing. All terms continue unchanged and the Client's rights are not reduced.

Article 25. Governing law and disputes

25.1 Dutch law applies.

25.2 The Parties attempt to resolve disputes in good faith before starting proceedings.

25.3 To the extent not otherwise prescribed by mandatory law, disputes are submitted to the competent court in the Netherlands.

Article 26. Miscellaneous

26.1 Where a provision is invalid, the remainder stands, and the Parties replace it with a valid provision closest to the original intent.

26.2 Information on CourseLaunchr's website is subject to typing and programming errors.

26.3 The version of a communication recorded by CourseLaunchr is deemed authentic unless the Client provides evidence to the contrary.

26.4 CourseLaunchr may name the Client and describe the Project to third parties for promotional purposes, unless the Client's reasonable interests make this unacceptable or the Parties agree otherwise In Writing.

26.5 These General Terms are made available before or at the time of contracting, and a copy is provided with the Agreement.

ANNEX 1 — DATA PROCESSING

Forms part of these General Terms and Conditions. Constitutes the processing agreement under Article 28(3) GDPR.

1. Subject matter and duration. CourseLaunchr processes Personal Data on the Client's behalf for the duration of the Agreement and for the period reasonably required for handover under Article 17.5.

2. Nature and purpose. Building, operating and maintaining the systems described in the Agreement, including lead capture, CRM, outreach, scheduling, email and reporting.

3. Categories of data subject. The Client's prospects, leads, contacts, customers, and the Client's own personnel.

4. Categories of Personal Data. Identification and contact data, professional and company data, engagement and interaction data, communication content, and scheduling data. No special categories of Personal Data are to be processed unless agreed In Writing.

5. Instructions. CourseLaunchr processes Personal Data only on the Client's documented instructions, including as to transfers, unless required otherwise by law, in which case it informs the Client first unless the law prohibits this.

6. Confidentiality. CourseLaunchr ensures that persons authorised to process the Personal Data are bound by confidentiality.

7. Security. CourseLaunchr implements appropriate technical and organisational measures, including access control, encryption in transit, credential management through a password manager, and restriction of access to personnel who need it.

8. Sub-processors. The Client gives general authorisation for CourseLaunchr to engage sub-processors, including the platform and infrastructure providers used to deliver the services. CourseLaunchr imposes equivalent obligations on each sub-processor, remains responsible for their performance, maintains a current list available on request, and informs the Client of intended changes so the Client may object on reasonable grounds.

9. Transfers. Where Personal Data is transferred outside the EEA, CourseLaunchr ensures an appropriate safeguard applies, being an adequacy decision or the European Commission's Standard Contractual Clauses with supplementary measures.

10. Assistance. CourseLaunchr assists the Client, taking into account the nature of the processing and the information available, with responding to data subject requests, with security, with breach notification, with data protection impact assessments, and with prior consultation.

11. Personal data breach. CourseLaunchr notifies the Client without undue delay and in any event within 48 hours of becoming aware of a personal data breach, with the information reasonably available.

12. Deletion or return. On termination, at the Client's choice, CourseLaunchr deletes or returns the Personal Data and deletes existing copies, unless retention is required by law. The Client makes its choice within 30 days of termination; failing that, CourseLaunchr may delete. Return under this paragraph means an export of Personal Data in a common machine-readable format under Article 10.5, and does not extend to configuration, models or the Creator Environment.

13. Audit. CourseLaunchr makes available the information necessary to demonstrate compliance with Article 28 GDPR and allows for and contributes to audits by the Client or an auditor it mandates, on reasonable notice, no more than once a year unless a breach has occurred, and at the Client's cost.