

GENERAL TERMS AND CONDITIONS

1. Applicability

- 1.1 These general terms and conditions are applicable to all quotations and offers made by MICE Operations, all activities and services provided by MICE Operations and all agreements with MICE Operations.
- 1.2 Any deviations from or additions to the general terms and conditions are only valid if they have explicitly been agreed in writing.
- 1.3 The applicability of any general terms applied by the Customer are herein excluded.

2. Definitions / general conditions

- 2.1 In these general terms and conditions the following definitions apply:
 - a. API: the “application programming interface” made available by MICE to the Customer by means of an API-Key for the purpose of an integration between the MICE Software and the Partner’s Product;
 - b. API-Key: the unique and strictly personal access data provided by MICE to the Customer, with which the Customer, via a Partner, establishes a technical link between the MICE Software and that of the Partner.
 - c. GDPR: General Data Protection Regulation
 - d. Service: granting a user licence for the event planning Software, its intellectual property owned by MICE Operations, as well as providing related support services;
 - e. Digital Assets: elements in digital form, including applications, for which the Customer has the right of use, independent of the contractual relationship with the data processing service from which he wishes to Switch (as defined in Article 2(32) of EU Regulation 2023/2854 (hereinafter: the Data Regulation)).
 - f. Exportable data: the input and output data including metadata, that is generated directly or indirectly (in part) through the Customer’s use of the MICE Operations Service, with the exception of assets or data that are protected by intellectual property rights or that constitute a trade secret of MICE Operations or third parties (as defined in Article 2(38) of the Data Regulation);
 - g. User: the third party who uses the Software via the Customer's website or via MICE Operations;
 - h. Customer: the legal entity which, or the person who, enters into an Agreement with MICE Operations;
 - i. MICE Operations: the private company with limited liability MICE Operations B.V. with its registered office and principal place of business at Saksen Weimarplein 6 in (4818 LD) Breda, listed in the Dutch Trade Register of the Chamber of Commerce under number 61737380;
 - j. Retrieval Period: the period of thirty (30) days following the Transition Period, during which the Customer may request the Exportable Data and Digital Assets from MICE Operations;

- k. Agreement: the Agreement between MICE Operations and the Customer with regard to providing the Service;
 - l. Transition Period: the period of thirty (30) days as mentioned in Article 15.2 of this Agreement, beginning after the notice period specified, during which the Customer may Switch at its request.
 - m. Switching: the process by which the Customer switches to another provider of a data processing service or, if applicable, an on-premises IT infrastructure (as defined in Article 2, paragraph 34 of the Data Regulation);
 - n. Partner: the legal entity that uses the API provided to it by a MICE Operations Customer, whether or not that legal entity has entered into an Agreement with MICE Operations for the integration of Services.
 - o. Software: online application called MICE Operations for event and meeting venues, for managing and planning events and the planning module for third-party event scheduling;
 - p. Website: the Customer's website on which the Software will be installed.
- 2.2 The invalidity and/or annulability of one or more provisions in these general terms and conditions shall not affect the validity of the remaining provisions. At that time the parties will consult in order to agree new provisions to replace the invalid or annulled provisions, taking into account as much as possible the purpose and purport of the original provision.
- 2.3 These general terms and conditions are made available on the Website, where they can be downloaded, saved and printed.
- 2.4 MICE Operations is entitled to amend the general terms and conditions unilaterally at any time. Amended general terms and conditions shall be deemed to have been accepted if the Customer has not objected to the amended terms and conditions in writing within thirty (30) days of the amended general terms and conditions having been sent or having become known to the Customer. If the Customer objects, the parties shall attempt to reach an appropriate solution through mutual consultation.

3. Formation of the Agreement

- 3.1 All verbal and written offers and quotations of MICE Operations are without any obligation, unless explicitly stated otherwise.
- 3.2 Offers are open to acceptance for thirty (30) days, unless explicitly indicated otherwise in writing.
- 3.3 MICE Operations explicitly reserves the right to reject applications or to make changes in offers and quotations, or to withdraw them at any time.
- 3.4 If the price or other data in an offer, quotation or Agreement is based on a clear mistake or obvious writing error, MICE Operations will not be bound to honour the offer, quotation or Agreement including the mistake or writing error.

- 3.5 An Agreement is formed by MICE Operations receiving the quotation signed by the Customer, unless otherwise agreed in writing, except in the situation that MICE Operations has already actually performed the Agreement and this is or should have been known to the Customer.
- 3.6 Technical data, design and functionalities mentioned on the Website, as well as in offers and/or quotations, are not binding on MICE Operations, within the sense that minor deviations do not give the Customer the right to dissolve or annul the Agreement or to suspend its (payment) obligations.

4. Price and direct debit

- 4.1 All prices quoted are expressed in euros and excluding turnover tax and other costs, such as import duties, levies etc. (unless otherwise stated).
- 4.2 MICE Operations is entitled to change the prices of services provided by it, if these changes are the result of certain cost-determining factors, of any nature whatsoever, which were not foreseeable at the formation of the Agreement and the price change is reasonable.
- 4.3 MICE Operations may index the prices in this respect once every year. The starting point is the service price index of Statistics Netherlands ('CBS'). Prices are every year index-linked on 1 January.
- 4.4 MICE Operations invoices its fee every year in advance, unless otherwise agreed in writing.
- 4.5 Payment by the Customer of the invoice referred to in Article 4.4 shall be made by direct debit through the payment service provider used by MICE Operations on the agreed debit date, unless the parties have agreed otherwise in writing.
- 4.6 The Customer grants MICE Operations, through the payment service provider used by MICE Operations, a standing authorization to collect all invoices, fees, and other payment obligations arising from this Agreement from the bank account specified by the Customer. The authorization is established when the Customer, through the payment service provider used by MICE Operations, makes an initial payment using a payment method supported by that payment service provider, whereby the Customer simultaneously grants consent for future direct debits. The mandate is recorded and managed electronically by the payment service provider. The Customer will receive confirmation of the established mandate via the payment service provider.
- 4.7 MICE Operations is entitled to suspend performance of the Agreement until the Customer has fully completed the authorization process through the payment service provider used by MICE Operations, as described in Article 4.6, and a valid direct debit authorization has been established.
- 4.8 The Customer shall promptly notify MICE Operations in writing of any changes to its bank account information and shall, in such cases, complete the authorization process again through the payment service provider used by MICE Operations, so that a valid authorization is re-established for the updated bank account.
- 4.9 Direct debits will be notified to the Customer at least three calendar days before the debit date. The Customer agrees that advance notices (pre-notifications) of direct debits may be provided electronically, including by email, via the customer portal, or by inclusion on the invoice. In the

case of recurring direct debits with a fixed frequency and a fixed amount, the first advance notice also applies to subsequent direct debits.

- 4.10 If a direct debit fails on the due date, as specified in the correspondence referred to in Article 4.9, due to insufficient funds, a frozen account, a missing, incorrect, or revoked authorization, or any other circumstance attributable to the Customer, or if an amount already collected is subsequently reversed or refunded, the Customer shall be in default by operation of law. In that case, MICE Operations is entitled to add statutory commercial interest to the outstanding amount and to collect the amount due by other means, including payment by invoice or prepayment, with or without further conditions. All damages and costs reasonably incurred by MICE Operations in connection with the failed direct debit and the subsequent collection efforts shall be borne by the Customer.
- 4.11 Withdrawal of the authorization by the Customer, a failed direct debit, a chargeback, or a reversal of a direct debit that has already been processed, or any other failure by the Customer to fulfill its payment obligations, shall not affect the Customer's payment obligation or its other obligations under the Agreement in any way. In such a case, MICE Operations is entitled to suspend the performance of its obligations in whole or in part until the Customer has provided a valid authorization or until the Parties have agreed in writing on an alternative payment method. If the Customer remains in default, MICE Operations is entitled to terminate the Agreement (in whole or in part) without being liable for damages.
- 4.12 The Customer is expressly prohibited from setting off or suspending payment obligations to MICE Operations.
- 4.13 Payments made by the Customer shall first be applied to settle all interest and costs owed and then to settle the oldest outstanding invoices, even if the direct debit explicitly states that the payment relates to a (subsequent) invoice.

5. Software user license

- 5.1 MICE Operations grants a user licence to the Customer for the use of the Software, and MICE Operations also provides the agreed user documentation, all this for the duration of the Agreement.
- 5.2 The right to use of the Software pursuant to the user license is non-exclusive, non-transferable pursuant to Section 3:83 subsection 2 of the Dutch Civil Code, non-pledgeable and non-(sub)licensable. The Customer is not allowed to allow third parties to use the Software or give access to the Software in any way whatsoever, unless otherwise agreed in writing.
- 5.3 The user documentation explicitly does not include the so-called object code(s) and/or source code(s) of the Software, or the technical documentation created during the development of the Software.
- 5.4 MICE Operations is at all times entitled to take (technical) measures against unlawful use of the user license or of the Software. The Customer is explicitly not allowed to remove or otherwise disable security measures intended to protect the Software or to make any other changes to the Software.

- 5.5 The Customer is at all times obliged to cooperate with any investigation initiated by (or on behalf of) MICE Operations regarding compliance with the agreed usage restrictions, including access to systems. MICE Operations will treat any confidential information that becomes known to it as a result with the utmost confidentiality.

6. Commencement of the Service and acceptance

- 6.1 Within a reasonable time after entering into the Agreement MICE Operations will install the Software and make it ready for use by the Customer.
- 6.2 The Customer is obliged to provide immediately the necessary facilities for the installation and operation of the Software.
- 6.3 For fourteen (14) days after installation of the Software, the Customer is obliged to verify whether the Software supplied meets the functional or technical specifications made known by MICE Operation. The Software is considered as accepted between the parties in the event that:
- a. the Customer does not submit any complaints via support@miceoperations.com within the test period of fourteen (14) days; or
 - b. the complaints submitted within the test period have been remedied.

7. Availability, updates and maintenance

- 7.1 MICE Operations has the obligation to perform to the best of its abilities to keep its Software available to the Customer without interruption, but does not offer any guarantees in this respect, unless agreed otherwise in writing.
- 7.2 MICE Operations is entitled to take the Software temporarily out of operation in connection with maintenance, modification or improvement of the Software. Such non-operation will be announced at least twelve (12) hours in advance (excluding unscheduled maintenance in case of acute breakdowns), whereby MICE Operations will endeavour to schedule the non-operation of the service at times when it causes the least possible inconvenience to the Customer. MICE Operations will never be liable for any damage suffered by the Customer as a result of the non-operation.
- 7.3 MICE Operations has set up a questions helpdesk that can be accessed by the Customer via an e-mail address and telephone number during the office hours notified to it. MICE Operations will make efforts to answer the questions within a reasonable period.

8. Backup, security

- 8.1 MICE Operations performs a daily backup of the data processed in the Software.
- 8.2 MICE Operations uses so-called SSL certificates in order to secure the transfer of Exportable Data and Digital Assets. MICE Operations takes all appropriate technical and organizational measures necessary to facilitate the transfer of Exportable Data and Digital Assets.

9. Personal data and cookies

- 9.1 If personal data have been entered into the Software by the Customer or the User, MICE Operations shall be considered as a processor within the meaning of the GDPR and the

Customer shall be considered as a data controller within the meaning of the GDPR. MICE Operations and the Customer will enter into a processing agreement for this purpose.

- 9.2 MICE Operations will take care of a suitable security level, considering the risks involved in processing personal data. However, this security is limited to systems or infrastructure within the control of MICE Operations and in no way relieves the Customer of its obligations under the GDPR.
- 9.3 If by virtue of a legal obligation the Customer has to change, delete or transfer data, MICE Operations will cooperate with this, subject to reimbursement by the Customer of the reasonable costs to be incurred (time spent and hourly rate) by MICE Operations, with the exception of data to be transferred or deleted pursuant to Article 15 of the Agreement, of which the transfer or deletion shall be carried out free of charge.
- 9.4 The Software may use cookies. Therefore the Customer is obliged to inform the User of this and seek its consent.
- 9.5 MICE Operations has formulated a privacy statement for the purpose of using the Software.

10. Liability

- 10.1 The total liability of MICE Operations due to an attributable failure in the performance of the Agreement or on any legal ground whatsoever, also explicitly including any failure in the fulfilment of any warranty obligation agreed with the Customer, is limited to the compensation of the direct loss up to a maximum of the amount that the liability insurance of MICE Operations has paid out in such a case.
- 10.2 Under no circumstances will MICE Operations be liable for indirect loss, including consequential loss, lost profits, incurred losses including loss of data, as well as missed orders and missed savings. The exclusion of liability for data loss does not apply to the loss, corruption, or inaccessibility of data resulting directly from an attributable failure by MICE Operations to fulfill its obligations regarding data Switching, interoperability, and parallel use under Article 15 of the Agreement. The total liability of MICE Operations for such damages is limited per calendar year to a maximum of the amount of periodic fees that the Customer paid to MICE Operations in the twelve (12) months preceding the event giving rise to the damages.
- 10.3 MICE Operations is not liable for damages of any nature whatsoever, caused because MICE Operations has relied on incorrect and/or incomplete data provided by the Customer.
- 10.4 The limitations and exclusions of liability set forth in Articles 10.1 through 10.3 do not apply to damages caused by willful misconduct or gross negligence of MICE Operations.
- 10.5 The condition for the creation of any right to compensation is at all times that the Customer notifies MICE Operations in writing as soon as possible of the damage from the moment it has been caused. Any claim for damages against MICE Operations will lapse by the mere expiry of six (6) months from the occurrence of the damage, unless the Customer has filed an action for damages before the expiry of that period.
- 10.6 The Customer shall indemnify MICE Operations against all claims of third parties arising from the performance of the Agreement for which the cause is attributable to others than MICE Operations.

11. Force majeure

- 11.1 Neither party will be required to comply with any obligation, including any statutory and/or agreed warranty obligation if the party is prevented from doing so by force majeure. Any force majeure on the part of MICE Operations includes but is not limited to:
- a. force majeure of MICE Operations' suppliers;
 - b. failure of suppliers prescribed to MICE Operations by the Customer to properly fulfil their obligations;
 - c. defectiveness of items, equipment, software or materials of third parties, the use of which has been prescribed to MICE Operations by the Customer;
 - d. government measures;
 - e. power cuts;
 - f. interruption of internet, data network or telecommunications facilities; and
 - g. strike by MICE Operations' personnel.

If a force majeure situation lasts longer than sixty (60) calendar days, either party will be entitled to dissolve the Agreement in writing, without any obligation to pay damages in that case.

12. Intellectual property

- 12.1 All intellectual property rights to all Software made available under the Agreement as well as preparatory material for it (including user documentation), are vested in MICE Operations or its licensors. The Customer only acquires a right of use and is therefore not allowed to reproduce, copy or use the Software or other materials other than as permitted under the user licence.
- 12.2 The Customer is obliged to respect the intellectual property belonging to the Service and the Software provided and to refrain from infringing the rights of MICE Operations, or enabling a third party to infringe them.
- 12.3 For each violation of the first and second paragraphs, the Customer will owe an immediately due and payable penalty of € 10,000.00, to be increased by € 1,000.00 for each day or part of a day that the violation continues, or has not been undone, notwithstanding the right of MICE Operations to recover its damages from the Customer, or to demand fulfilment.

13. Confidential information

- 13.1 The Customer shall not reveal or disclose any confidential information of MICE Operations to third parties. The term confidential information means: any financial, commercial, technical or other information which MICE Operations has designated as confidential or which should reasonably be understood to be confidential, including but not limited to: (information about) intellectual property rights, know-how, price lists, quotations, customers and business relations, suppliers, designs, drawings and intended business transactions.

14. Termination of Agreement

- 14.1 The Agreement has been entered into for the duration of one (1) year, unless otherwise agreed in writing.

- 14.2 The Agreement is each time tacitly deemed to have continued for an equal duration, unless the Agreement is terminated by the Customer, with due observance of one (1) month's notice in writing as of the end of the current period.
- 14.3 The Agreement can only be terminated in writing via surface mail or e-mail (to: info@miceoperations.com).
- 14.4 The Agreement shall not be deemed terminated until the Switch has been successfully completed during the Transition Period as referred to in Article 15, or at the end of the notice period set forth in Article 14(2) if the Customer does not wish to Switch but wishes to delete all Exportable Data and Digital Assets. MICE Operations shall notify the Customer upon termination.

15. Switching during the Transition Period and retention of data

- 15.1 Upon termination of the Agreement, the Customer has the right to choose to Switch to another provider of the same data processing service or, if applicable, an on-premises IT infrastructure, or to have its Exportable Data and Digital Assets deleted. The Customer shall inform MICE Operations of this choice in its notice of termination. If the Customer opts for a Switch and Switches to another data processing service, the Customer shall also provide the details of the provider to which the Customer is Switching.
- 15.2 If the Customer opts for a Switch, a Transition Period of thirty (30) days shall apply following the expiration of the notice period referred to in Article 14.2, during which the Switch takes place and in which:
 - a. MICE Operations provides reasonable assistance to the Customer and the third party to which the Customer wishes to Switch;
 - b. MICE Operations carefully maintains business continuity and continues to provide the Service to the Customer in accordance with the Agreement;
 - c. MICE Operations shall provide the Customer with clear information regarding the known risks to the continuity of the Service during the Transition Period;
 - d. MICE Operations ensures the maintenance of a high level of security, particularly with regard to the security of the Exportable Data and Digital Assets during the transfer thereof; and
 - e. MICE Operations makes every effort on behalf of the Customer to achieve functional equivalence with the service provided by the new provider.
- 15.3 The Customer may extend the Transition Period referred to in Article 15.2 once, for a period of the Customer's choosing. MICE Operations may extend the Transition Period if the Transition Period is not technically and/or organizationally feasible. If MICE Operations requires a longer Transition Period, it shall notify the Customer of this, providing a reasoned explanation, within fourteen (14) business days of the Customer's request to Switch, and MICE Operations shall specify the alternative transition period, which shall not exceed seven (7) months.
- 15.4 MICE Operations will provide support for the Customer's exit strategy in connection with the Service pursuant to the Agreement, including by providing all relevant information.

- 15.5 The parties are required to cooperate in good faith during the Transition Period to ensure an effective Switch.
- 15.6 MICE Operations will not charge the Customer any fees for the transfer of Exportable Data and Digital Assets or for facilitating the Switch, to the extent that these activities are required under the Data Regulation.
- 15.7 To ensure an effective Switch and interoperability, MICE Operations provides an open interface (API) free of charge to its Customer and to the data processing service provider to which the Customer is Switching. The API is the tool that MICE Operations makes available to the Customer to facilitate the Switch. The Customer warrants that:
- a. it uses the API Key and the API solely in accordance with the provisions of this Section 15.7, and require the Partner to use the API in accordance with those terms;
 - b. it takes appropriate technical and organizational measures to protect the API Key and the API, and requires the Partner to take appropriate technical and organizational measures to protect the data obtained and processed via the API against unauthorized access, loss, or any other form of unlawful processing;
 - c. it will not cause any harm to the API and/or MICE Operations' business through the use of the API Key and the API, and to require the Partner to do the same;
 - d. it will not use the API Key and the API for marketing and advertising purposes without the prior express written consent of MICE Operations, and will also require the Partner to comply with this requirement;
 - e. it uses the API Key and the API solely in accordance with all applicable laws and regulations, including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679), and will not use them for any illegal, misleading, or harmful purposes, including but not limited to violating applicable laws and regulations, the transmission of unsolicited commercial communications (spam), malware, adware, hidden text or links, spyware, viruses, Trojan horses, or other malicious software, and/or infringe upon the rights of MICE Operations or third parties, including but not limited to Intellectual Property Rights, and will also require the Partner to comply with these obligations;
 - f. the Partner shall be prohibited from reverse-engineering, decompiling, disassembling, or otherwise analysing the API, whether or not for the purpose of uncovering its operation, architecture, or source code, unless and to the extent expressly permitted by mandatory law;
 - g. the Partner shall be prohibited from copying, modifying, distributing, sublicensing, or otherwise making the API available to third parties without the prior, explicit written consent of MICE Operations; and
 - h. the Partner shall be prohibited from using the API in any manner that places an unreasonable burden on MICE Operations' systems, disrupts them, or otherwise adversely affects the operation of MICE Operations' systems, or compromises the security, performance, and stability of the API or MICE Operations' systems.

- 15.8 The Customer has the right to request the Exportable Data and Digital Assets from MICE Operations within the Retrieval Period of thirty (30) days following the expiration of the Transition Period. MICE Operations will ensure the continued security of the data throughout the Retrieval Period.
- 15.9 MICE Operations shall completely delete all Exportable Data and Digital Assets that were generated directly by the Customer or relate directly to the Customer upon the expiration of the Retrieval Period—or if the Customer expressly requests deletion upon the expiration of the Transition Period. MICE Operations is not obligated to delete the Exportable Data and Digital Assets if it is required by national and/or European laws and regulations to observe a retention period. In that case, MICE Operations will delete the Exportable Data and Digital Assets without delay upon the expiration of the applicable retention period.
- 15.10 On the MICE Operations website, available at www.miceoperations.com, information can be found about:
- a. the jurisdiction under which the ICT infrastructure falls;
 - b. the technical, organizational, and contractual measures that MICE Operations has taken to prevent government access to or the Switch of non-personal data, to the extent that such access or Switching would violate national or EU regulations;
 - c. technical information regarding the datasets, including data structures, data formats, relevant standards, and open interoperability specifications;
 - d. a complete specification of all categories of Exportable Data and Digital Assets that may be Switched free of charge during the Switch in a structured, commonly used, and machine-readable format; and
 - e. an exhaustive list of the Exportable Data and Digital Assets that cannot be Switched, stating the reason why they cannot be Switched.
- 15.11 If the Customer uses the Service in conjunction with another data processing service, MICE Operations may charge data extraction fees, up to the amount of MICE Operations' actual costs for extracting the data.

16. Applicable law and forum agreed upon

- 16.1 These general terms and conditions, as well as all Agreements concluded by MICE Operations with the Customer, are exclusively governed by Dutch law. Even if all or part of an obligation is or will be performed abroad or if the Customer is domiciled or established abroad, Dutch law shall apply exclusively.
- 16.2 Any disputes between the Customer and MICE Operations shall in first instance be attempted to be resolved by mutual consultation, after which the dispute will (if desired) be submitted to the competent court of the District Court of Zeeland-West Brabant, based in Breda.