

## TICKETS25 TERMS & CONDITIONS

These Tickets25 Terms & Conditions (hereinafter: 'Terms'), together with the Agreement and other appendixes thereto, comprise the entire terms and conditions under which Tickets25 will provide Customer with Services by Tickets25 and its Suppliers.

### Article 1: Definitions

1.1 The following notions in these Terms and related documents will have the following meaning:

*Agreement*: any agreement and/or legal relationship(s) of any nature between Parties in respect of the provision of Services, any amendment thereof or supplement thereto, as well as all acts related to performance of the Agreement(s);

*Application*: the Tickets25 application for generating, designing, distribute tickets, made available or to be made available in any way by Tickets25 to Customer, in any way cloud based via the internet as Software as a Service (SaaS);

*Tickets25*: Tickets25 B.V., based in the Netherlands, with which Customer has entered or is entering into an Agreement;

*Business Day*: a calendar day from 08:30 and 17.00 Central European Time (CET), except for weekends and official national holidays in the Netherlands.

*Customer*: any person or legal entity with whom Tickets25 wishes to enter into, or has entered into a legal relationship;

*Customer Order Form*: a written or online Tickets25 service order form concerning certain Services, as entered into between Customer and Tickets25 at any time, as part of the Agreement;

*Fee*: the fee(s) due and owed by Customer to Tickets25 as consideration arising from the Services and relating to the Agreement;

*Party or Parties*: Customer or Tickets25 respectively Customer and Tickets25;

*Services*: making available of the Application services, if and to the extent provided by Tickets25;

*Supplier*: a supplier, subcontractor and/or licensor of Tickets25 with which Tickets25 has a legal relationship;

*User*: all authorized persons of Customer to use the Services and/or persons are registered as online users, and which has been confirmed by e-mail by Tickets25.

### Article 2: Agreement

2.1 The Agreement is effective as per the Effective Date as set in applicable Customer Order Form. The Agreement shall be entered into for a fixed time and shall have an initial duration of one (1) year from Effective Date.

2.2 Thereafter, the Agreement is renewed automatically, each time for a period of one (1) year, or as indicated otherwise in the applicable Customer Order Form, unless the Agreement shall be terminated by either Party by registered letter and taking into account a term of notice of at least three (3) months before the end of a current contractual period.

### Article 3: Tickets25 Application

3.1 From the Effective Date Tickets25 will commence provision of the Services in accordance with the applicable Customer Order Form and other content of the Agreement. Tickets25 shall do commercially reasonable efforts to provide the Services in accordance with the Agreement. The Services shall be considered to be accepted unconditionally at Effective Date.

3.2 During the term of this Agreement, Tickets25 shall make commercially reasonable efforts to provide the Services. Tickets25 aims at achieving availability of Services of twenty-four (24) hours a day, seven (7) days a week, except the planned (maintenance and related) 'down-time' of the Services. Any planned maintenance by Tickets25 will where possible be announced by Tickets25, seven hours before the time of such maintenance, and where possible, take place outside of normal Business Days. However, Tickets25 is entitled to perform any necessary maintenance at any time at the discretion of Tickets25. However, without prejudice to actual availability, Customer's obligation to pay the Fees shall remain in full force.

3.3 The warranties set forth in Articles 3.1 and 3.2 are the only warranties made by Tickets25. Tickets25 expressly disclaims and Customer hereby expressly waives, all other warranties, express or implied, including, without

limitation, warranties of merchantability and fitness for a particular purpose. Tickets25 does not warrant and specifically disclaims any representations that the Services shall meet Customer's requirements or that the operation of the Services and/or its use shall be uninterrupted or error-free, or that defects in the Services, if any, shall be corrected. Tickets25's limited warranty set forth herein is in lieu of all liabilities or obligations of Tickets25 for damages arising out of or in connection with the use of the Services or related services. Except for the abovementioned warranties, the entire risk as to the use, quality and performance of the Services are with Customer, who explicitly acknowledges that the Services are 'as is'. Any use of the Services by or on behalf of Customer and any (direct and indirect) consequences thereof are at the expense and risk of Customer.

- 3.4 Tickets25 may make changes to the content and scope of the Services due to changes in the relevant laws and/or on the basis of directives issued by other authorized bodies. Tickets25 shall inform Customer about this as soon as possible and the costs of the changes in the procedures are for Customer's account. In such case Customer can terminate the Agreement, in writing, on the date when the change takes effect, unless such change is related to changes in the relevant laws or directives issued by other competent bodies.
- 3.5 Tickets25 shall provide Customer with the required username(s) and password(s) to get access to the Services. The username and the password are strictly personal. If a certain User does not use his/her username and password of the Services any more, Customer shall request in writing to Tickets25 to remove the User and transfer the username and password(s) to a third party. It is not possible to reduce the number of Users or share accounts, during the term of this Agreement. Tickets25 is entitled to change the username(s) and/or passwords. Customer treats the username(s) and password(s) confidentially and carefully and shall only disclose these to authorized persons. Tickets25 is not responsible for damages and costs that are a result of loss or theft of username(s) and/or password(s), unless it is a direct result of an action or omission by Tickets25.

#### **Article 4: Customer Obligations**

- 4.1 Customer is responsible for the required communication, data, backup and storage facilities for the use of the Services, including the internet, as well as where it concerns the choice of resources and their timely and complete availability. Tickets25 is only obliged to make back-ups if this has been agreed upon between the Parties expressly and in writing in an Customer Order Form.
- 4.2 Customer is solely responsible for the use of the Service and user accounts provided by Tickets25, maintaining due care and confidentiality in respect of access thereto and use thereof, and for its configuration of the Service. Furthermore, Customer is solely responsible for testing, installing, use and non-use of any application or module made available by either Heroku.com, Salesforce.com and/or any other third party, through the Salesforce AppExchange or otherwise.
- 4.3 Customer has the obligation to only use the Services for the normal, operating business of Customer and its users within the boundaries of the Agreement, these Terms and the applicable laws. Customer and its users are not entitled to misuse or to perform any disproportionate behavior, including but not limited to offensive behavior or content, fraud, money laundering or other behavior contradictory by law when using the Services. Customer, herewith indemnify and hold Tickets25 harmless from and against any and all claims of third parties, including any damages, losses, costs and expenses, relating to or arising in whatsoever manner from using the Services. In the above cases, Tickets25 have at all times the right to suspend or terminate Customers Services without further notice, with cause as well as without cause.

#### **Article 5: Fee & Payment**

- 5.1 Customer shall owe Fees for the Services, which will be payable periodical for the relevant Services, according to the rates and prices established and annually updated by Tickets25, which shall be expressed in EUR (Euro). All rates, prices and other Fee(s) are net and shall be exclusive of VAT as well as (withholding and other) taxes and levies due under the applicable law.
- 5.2 The payments shall be paid by credit card, unless otherwise agreed in written between Parties. Customer authorizes Tickets25 to use the credit card information to pay all invoices within thirty (30) days after the date of invoice, or in another frequency model, if this is explicitly agreed in writing. Payments shall be due and payable each year in advance. Payment shall take place without any set-off, deduction or suspension. Any objections to any invoice or Fee invoiced shall be made known to Tickets25 in a timely manner in writing, which is before the due date of the invoice in question.
- 5.3 Tickets25 is authorized to adjust the applicable Fee(s) per contract year within reasonable limits. If such an adjustment concerns an increase that is higher than the index figure for CAO wages (per hour including special remunerations) category Private businesses, as published by the Central Bureau for Statistics ([www.cbs.nl](http://www.cbs.nl)), Tickets25 will notify the increase to Customer not later than two (2) months prior to the expiry of the initial duration (or any extension thereof in accordance with Article 2.2) to take effect from commencement of any extension of the Initial Duration in accordance with the applicable Customer Order Form.
- 5.4 If Customer does not pay the amounts due within the period as referred to in Article 5.2, then Customer shall be in default. In the event of default (i) Customer shall be due and pay to Tickets25 the amount due

accumulated with interest of at least one and a half percent per month, as well as debt collection costs, and (ii) Tickets25 (in addition to the other rights to which it is entitled under the Agreement) will be authorized to suspend the Services or part thereof after prior notification by Tickets25.

#### **Article 6: Confidentiality**

- 6.1 Both Tickets25 and Customer will treat all data and information that each obtains from the other Party with respect to the Services as well as commercial, strategic, technical data, knowledge and/or other information connected with that other Party as strictly confidential. For the avoidance of doubt, any data or information uploaded by Customer in the SaaS is considered confidential information of Customer. Also, each Party will not make announcements about this to third parties, except for announcements set forth in Article 6.3.
- 6.2 It is only allowed to deviate from the provisions in Article 6.1 if (i) the relevant deviation has been explicitly provided for in the Agreement, (ii) the related information was already generally known without any breach of confidence by a Party or any third party before the Agreement was realized, (iii) the prior written permission of the Party concerned was obtained, or (iv) the related information must be made public to satisfy a mandatory decision to that extent of a legal authority, in which case the Party concerned will inform the other Party in advance.
- 6.3 Each Party may divulge that Customer has entered into the Agreement and Tickets25 may describe its activities on account of the Agreement in its marketing materials in general, non-confidential terms. Furthermore, Customer agrees that after the Agreement has been signed, Tickets25 may issue a press release.

#### **Article 7: Intellectual Property Rights**

- 7.1 All rights of intellectual property of Customer to data of Customer are and will remain the property of Customer. Tickets25 and its Suppliers are the exclusive owner of all rights and titles to and of all segments of the Services, including the intellectual property rights, the functionality thereof, and data therein to the extent such are not Customer data. Customer shall acquire no rights whatsoever than explicitly described herein and the Agreement.
- 7.2 Tickets25 holds Customer indemnified against any claims based on the substantiated allegation of a third party that the Services infringe intellectual property rights valid in the Netherlands and other member states of the European Union. In such case, Customer shall inform Tickets25 thereof immediately in writing, in detail, and further offer its cooperation to Tickets25 in, but not limited to, legal proceedings and/or negotiations. In the case of aforementioned claims by third parties Tickets25 may at its discretion replace or amend the Services or any part thereof, or dissolve the Agreement in part or in whole, in which latter case Tickets25 will return Fees paid by Customer for Services not yet provided on a pro-rated basis. Tickets25 is not responsible for any settlement out of court without a written permission of Tickets25.

#### **Article 8: Data Processing**

- 8.1 During the terms of the Agreement, Customer is responsible for the (personal) data made available by Customer in the Services, and for its use within the normal business of Tickets25. Processing of personal data by Customer, Tickets25 or third parties is limited to the legal conditions or mandatory instruction by applicable law and within the purpose of the Agreement. Each Party takes commercially reasonable care of the technical and organizational measures for the protection of the personal data against loss or any other unlawful processing.
- 8.2 Tickets25 does not give any warranties with regard to content or data, including but not limited to reliability and completeness. Customer understands that the technical processing, transmission and storage of Customer's data is fundamentally necessary in order to run the Services. Customer expressly consents to Tickets25 and its Suppliers processing and storage of Customer's electronic communications and/or process data, and Customer acknowledges and understands that this will involve SSL transmission over the internet and processing within the Application and/or platform.
- 8.3 The data and information of Customer are and will remain the property of Customer. Customer is aware that the data processing and storage is managed by Supplier Heroku.com. Customer is responsible for ensuring that it is allowed to undertake cross-border data-transfer. Tickets25 may be required by mandatory law to provide certain (personal) data, also but not limited to Article 6.2(iv). If this is the case, Customer will be informed by Tickets25 insofar as the law permits.
- 8.4 If Tickets25 processes any personal data on Customer's behalf when performing its obligations under this Agreement, Parties hereby agree that Customer shall be the data controller and Tickets25 shall be a data processor in any such case: (a) Customer shall ensure that Customer is entitled to transfer the relevant personal data to Tickets25 so that Tickets25 may lawfully use, process and transfer the personal data in accordance with this Agreement on Customer's behalf; and (b) Customer shall ensure that the relevant third Parties have given their consent to, such use, processing, and transfer of all personal data supplied by Customer as required by all applicable data protection legislation.

- 8.5 Each Party shall arrange for its own appropriate technical and organizational measures to protect the personal data from loss, loss of integrity or from any form of unlawful processing. Tickets25 will maintain commercially reasonable efforts to protection, confidentiality and integrity of processed data under the relevant Agreement.
- 8.6 In case Tickets25 discovers a security breach that may adversely affect the protection of personal data processed by Tickets25 on behalf of Customer, Tickets25 will notify Customer, to the extent permitted by law, as soon as reasonably possible. Tickets25 will cooperate with Customer on the investigation of the personal data breach. Customer shall be responsible to notify the relevant authority in case of a personal data breach.
- 8.7 Upon termination for cause, Customer's right to access or use the Services immediately ceases, and Tickets25 shall have no obligation to maintain any data. However, prior to the date of termination, Customer is entitled to download any of its data then available, which Tickets25 will make available in generally available format if and to the extent used by Tickets25 at that time. Any modifications to the data of Customer, made outside the Application and/or platform will not be captured in Customer's data as returned and the return of any such modified data shall be the responsibility of Customer.

#### **Article 9: Liability**

- 9.1 Except for breaches of the Agreement due to intent or gross negligence of the management of Tickets25, Tickets25 will not be liable for any damage that Customer suffers by any acting and/or refraining from acting of Tickets25, except for any direct damage on account of an attributable shortcoming of Tickets25.
- 9.2 Direct damage will be understood to mean in this article damage, except indirect damage such as (amongst others) consequential damage, lost profit, missed savings, damage through business stagnation and damage on account of corrupted or lost data. In any event, Tickets25's aggregate liability for any reason and upon any cause of action or claim, including, without limitation, Tickets25's obligation to indemnify and hold harmless under the agreement, shall be limited to the amount equal to the Service Fees paid to Tickets25 by Customer hereunder in the six (6) months period prior to the claim. If and insofar any damage is caused because Tickets25 is culpably in default on account of intent or gross negligence of the management of Tickets25 in its responsibilities, Tickets25 will be maximally liable for an amount of EUR 500.000 (five hundred thousand Euro) per event, at which a series of connected events will apply as one event. The limitations set above apply to all causes of action or claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts.
- 9.3 A right of Customer to compensation will only arise if Customer has informed Tickets25 accordingly in writing within thirty (30) days or immediately after Customer could discover in reason the arising thereof.
- 9.4 Tickets25 will not be liable for entire or partial non-observance of any obligations or partial non-observance of and/or on behalf of Tickets25 on account of the Agreement, if the non-observance or other delay or failure to perform hereunder is due to: (a) Customer's delay in supplying or in failing to supply approvals, information, documentation, goods or services reasonably requested by or necessary for Tickets25 to execute the Agreement, or (b) causes beyond the control of Tickets25, including, but not limited to, acts of God, acts of any government or political division of government, fires, floods, epidemics, quarantine restrictions, strikes, under which any non-attributable shortcoming of Supplier(s) of Tickets25 are included.

#### **Article 10: Termination**

- 10.1 Neither Party is entitled to terminate the Agreement during the then current Term, except if explicitly set forth Articles 10.2 or 10.3.
- 10.2 Each Party will be entitled to terminate the Agreement with immediate effect, without any further declaration of default and without any prior legal intervention, by registered letter, entirely or partially, if the other Party applies for bankruptcy or suspension of payments or is declared bankrupt.
- 10.3 The Agreement can be terminated by Tickets25 with immediate effect, without any further declaration of default to Customer and without any legal intervention, entirely or partially, for any breach including, without limitation, Customer's non-payment of Fees, infringement of confidentiality or data obligations, Tickets25's intellectual property rights, or (anticipated) breach of mandatory law, after fourteen (14) days have passed after the date of the letter in which Customer is notified of default or breach, this without prejudice to other rights Tickets25 may be entitled to.
- 10.4 Any term and/or condition of this Agreement, which by their nature extend beyond its (and any) termination shall survive termination of any kind and remain in effect.

#### **Article 11: Miscellaneous**

- 11.1 Modifications and amendments which refers to this Agreement is an integral part of this Agreement. This Agreement shall only be amended by written consent of both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns. Each Party herewith for itself declares and agrees that any applicability of any general terms and conditions howsoever of either Party not explicitly mentioned in this Agreement are hereby explicitly excluded.

- 11.2 Each Party declares towards the other Party that for the duration of the Agreement and for one (1) year after termination (irrespective of the reason of termination and/or which Party has proceeded to termination) that it will not directly or indirectly (either for itself or on the behalf of others) employ or offer to employ or contract personnel or other employees of the other Party who were involved in carrying out the Agreement or have them work otherwise for it, unless the prior explicit written permission of that other Party has first been obtained. In the event of violation of the provisions herein, the infringing Party will owe to the other Party amongst others a penalty immediately due and payable of one (1) years' gross annual salary per personnel member or employee in question, without prejudice to the right of that other Party to recover its full damage from the infringing Party.
- 11.3 The terms of a Supplier will apply to the related services of the Supplier(s), replacing the provisions herein that deviate from those Supplier terms. Customer accepts the terms concerned of those Suppliers, including without limitation the Heroku Service Agreement of Heroku.com, which terms will be ready for inspection by Customer at Tickets25 and which Tickets25 will send on request of Customer, except insofar those have already been delivered. If and insofar the terms concerned of that Supplier are deemed not to apply in the relation between Customer and Tickets25 for whatever reason or are declared not applicable, the provisions in these Terms will apply with the exception of the two previous sentences.
- 11.4 If one of the articles in this Agreement are declared null and void or becomes null and void, the other terms and conditions of this Agreement shall remain in force. In that case Parties shall have agreed on a new article to replace the non-valid articles, where the purpose and scope of the non-valid clause are taken into account as far possible.
- 11.5 Tickets25 is entitled to subcontract or otherwise assign the rights and/or obligations arising from the Agreement. Customer is not permitted to assign the Agreement and/or any of its rights or obligations in this matter, without express prior written permission from Tickets25.
- 11.6 These Terms, the Agreement and related matters hereto shall be governed by the laws of the Netherlands, without giving effect to the principles of conflict of laws. Without prejudice to the right of each Party to apply for disposition by summary proceedings, all disputes arising in connection with the Agreement, these Terms and related matters ('Disputes'), and which cannot be solved through amicable negotiations, shall be exclusively and finally settled (A) by the competent court of Amsterdam, the Netherlands, if both Parties hereto are based in the European Union, or (B) if one of the Parties is based outside the European Union, by binding arbitration administered by the World Intellectual Property Organization ('WIPO'), pursuant to the Expedited Rules of WIPO in effect at the time of submission. Such arbitration shall be held in Amsterdam, the Netherlands, before a single neutral arbitrator with ten (10) years' experience concerning commercial agreements. The official language of the arbitration shall be English, and all evidence shall be submitted in English, or in a certified English translation, except when Customer is based in The Netherlands, in which case the official language of the arbitration shall be Dutch and evidence may be submitted in both Dutch and English. The arbitrator's award shall be a final and binding determination of all Disputes and related claims and counterclaims that are presented to the arbitrator.
- 11.7 Headings have been inserted into the Agreement for convenience only and shall not affect the interpretation of the Agreement.

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