

## STANDARD TERMS AND CONDITIONS FOR PURCHASE OF IT SERVICES

We are RAI Amsterdam B.V. (**RAI**), the largest facilitator and organiser of events in the Netherlands. Maximising the value of these events for organisers, exhibitors and visitors is our key goal. It is of crucial importance to us that the service provided by a supplier should never impede our operations or adversely affect how an event is experienced. This condition is emphasized in these standard terms and conditions of purchase. This means that we always expect our suppliers of IT services to provide these services on time, at a transparently high standard and competitive rates. We also expect suppliers to furnish privacy warranties in keeping with standard industry practice.

- 1. Definitions**
- 1.1 **Offer:** Your written offer to RAI for provision of the Services, including a description of the Services, the Deliverables and the applicable service levels and key performance indicators (KPIs).
- 1.2 **Standard Terms and Conditions:** these standard terms and conditions for IT services, as applied by RAI.
- 1.3 **GDP Regulation:** the General Data Protection Regulation (Regulation (EU) 2016/679).
- 1.4 **Processor Contract:** the contract referred to in Article 28, paragraph 3, of the GDP Regulation which governs the relationship between RAI and You.
- 1.5 **Deliverable:** that which you make or develop for us and then deliver to us as a result of providing the Services.
- 1.6 **Services:** the services described in more detail in the IT Contract Overview and the Offer, including the production and development of Deliverables, providing the services to RAI, all other activities performed by You as a part of the services and all activities which may reasonably be necessary to provide the services correctly and fully to RAI.
- 1.7 **Critical Service:** a service designated by RAI in the IT Contract Overview as a service whose timely and correct provision is one of the determinants of whether one or more events in and around RAI Amsterdam Convention Centre pass off smoothly and without interruption.
- 1.8 **Supplier:** the provider of the Services.
- 1.9 **IT Contract Overview:** the form containing a summary of the IT contract drawn up and signed by RAI together with You. The IT Contract Overview provides an overview of the content of the Contract.
- 1.10 **Contract:** the combination of the IT Contract Overview, these Standard Terms and Conditions and, if applicable, the Offer, the SLA and the Processor Contract.
- 1.11 **Party:** RAI or You.
- 1.12 **Parties:** RAI and You.
- 1.13 **RAI:** RAI Amsterdam B.V., trade register number 34192575.
- 1.14 **RAI Data:** all information and/or data furnished to You by RAI and Processed by You in providing the Services.
- 1.15 **SLA:** the agreed Service Level Agreement. The SLA sets out the service levels and KPIs describing the agreed performance levels and quality indicators for the Services.
- 1.16 **You or Your:** the Supplier providing the Services to RAI under the Contract.
- 1.17 **Process:** each processing of personal data within the meaning of section 1(b) of the Wbp.
- 1.18 **Wbp:** Dutch Personal Data Protection Act.

- 2. Applicability**
  - 2.1 These Standard Terms and Conditions apply to the Contract between You and RAI for the provision of the Services. Amendments and/or additions to these Standard Terms and Conditions may only be agreed in writing.
  - 2.2 A Contract is binding on RAI only if an IT Contract Overview has been drawn up and signed by both Parties.
  - 2.3 Any terms and conditions of delivery applied by You do not form part of the Contract. This is expressly rejected by RAI and agreed by You.
  - 2.4 Where the documents forming part of the Contract conflict among themselves, the order of precedence is the order in which the documents are ranked in the IT Contract Overview under the heading 'Schedules'. The document with the highest ranking is numbered 1.
- 3. Services**
  - 3.1 You warrant that You will provide the Services: (i) in accordance with the Contract, (ii) at service levels and KPIs that equal or exceed those that have been agreed, and (iii) in accordance with Dutch law and in such a way that RAI does not infringe any statutory obligation it may have. These warranties entail an obligation of result (*resultaatsverplichting*).
  - 3.2 If Services are provided on-site, You are responsible for ensuring that Your personnel act in accordance with the RAI Rules and Regulations (*Accommodatiereglement RAI*). These Rules and Regulations have been published at <http://www.rai.nl>.
- 4. Acceptance**
  - 4.1 The Services and Deliverables must be made available by You to RAI for acceptance within the agreed time frame. After delivery, RAI will assess, test and accept or reject the Services within a reasonable period. If a Service has been rejected by RAI, RAI will give You a reason for the rejection, where possible suggest modifications and enable You to repair faults in the Deliverables within a reasonable time. You will then repair the faults or omissions in the Services and make them available again to RAI for acceptance.
  - 4.2 If the Services or part of them have not yet been accepted by RAI by the delivery date specified in the Contract or, in the absence of such a date, after two rounds of acceptance testing, RAI may, as it sees fit, terminate the Contract or part of it, agree supplementary rounds of testing with You or accept the Services on changed terms and conditions agreed with You.
- 5. Intellectual Property Rights**
  - 5.1 No intellectual property rights which You or RAI have at the start of the Contract will be affected by the Contract.
  - 5.2 If the Services involve providing software as a service (SaaS) or cloud or hosting services, You hereby grant RAI for the term of the Contract a worldwide, non-exclusive, royalty-free and irrevocable licence to gain remote access to and use the Services, including the full functionality of the hosted application and all accompanying materials, with the right to grant a sub-licence for internal business use.
  - 5.3 If the Services involve granting a right to use software, You hereby

- grant RAI a worldwide, non-exclusive, royalty-free and irrevocable licence to use the software and all accompanying materials, including the right to grant a sub-licence for internal business use.
- 5.4 You warrant that RAI, by using the intellectual property rights which You have licensed or assigned to it, will not infringe any intellectual property right of a third party, and You indemnify RAI against all claims and any financial loss which it may suffer as a result of a possible infringement.
- 5.5 In so far as You, in the course of providing the Services, will develop one or more Deliverables: (i) specially for RAI; (ii) under the direction and supervision of RAI; or (iii) in accordance with the instructions or design of RAI, You hereby transfer in advance to RAI all intellectual property rights in the Deliverables concerned. The Contract is designated for this purpose as an instrument of transfer within the meaning of section 2 of the Dutch Copyright Act (*Auteurswet*) 1912. The intellectual property rights include, but are not limited to, copyright, design right, patent right and trademark right. If the Deliverable concerned consists of software, You will transfer to RAI not only the object code of the software but also the source code and the complete documentation. If You are required to perform a legal act or draw up an instrument for the formal transfer of a right to RAI, You will unconditionally cooperate. Where permitted by law, You waive Your personal rights in the Deliverable.
- 6. Fees and payment**
- 6.1 As consideration for the performance of Your obligations under the Contract, RAI will pay You the fees specified in the IT Contract Overview. RAI will draw up and sign the IT Contract Overview together with You. By signing the IT Contract Overview, You accept that the fees listed in it are complete and correct.
- 6.2 The fees constitute full payment for the provision of the Services. The RAI's prior written consent is required for additional work.
- 6.3 RAI will pay all Your invoices within 28 days of the date on which it receives them. Invoices should always specify the RAI's purchase order number.
- 7. Data protection**
- 7.1 You may Process RAI Data only if and in so far as this is necessary for the provision of the Services. If RAI Data are personal data within the meaning of Article 4, paragraph 1, of the GDP Regulation, You will Process such data in accordance with RAI's Processor Agreement, which is attached as a schedule to the IT Contract Overview.
- 7.2 You will take appropriate technical and organisational information security measures based on the nature of the RAI Data concerned, with a view to protecting them from unintentional, unauthorised or unlawful destruction, loss, alteration, publication or access by third parties. Your security measures will be of a standard which RAI may reasonably expect of a competent and careful provider of the Services. The standard for the security of Your personal data is exclusively described in the RAI's Processor Agreement.

## **8. Critical Services**

- 8.1 If the Services have been designated by RAI as Critical Services, the Parties will include in the Contract a schedule of the planned events for which the Services are designated as Critical Services, together with the linked time limits for their provision.
- 8.2 Agreed time frames constitute strict deadlines in the case of Critical Services. If a Critical Service is not provided in time or not in accordance with the Contract or if RAI is entitled to assume on the basis of reasonable arguments that this will happen, RAI may arrange, without giving prior written notice of default, to have the Critical Services performed by a third party at Your expense. RAI is not obliged to have the Critical Service subsequently performed by You.

## **9. Termination**

- 9.1 By way of addition to the rights under the Contract or granted by law, each Party may terminate the Contract in writing with immediate effect if the other Party fails to perform a material obligation of the Contract and, if the failure can still be rectified, fails to rectify the default within 14 days of receipt of a written notice of default to this effect. You may terminate the Contract for non-payment of an invoice by RAI only if RAI fails to pay an undisputed invoice within 14 days of receipt of Your second reminder.
- 9.2 If the Services involve providing software as a service (SaaS) or cloud or hosting services, You may not exercise Your statutory right to suspend the provision of the services.
- 9.3 Each Party may terminate the Contract in writing with immediate

effect if the other Party has been granted a moratorium (suspension of payment of debts) or declared bankrupt or has concluded a debt management agreement with its creditors, been liquidated or otherwise ceased trading.

- 9.4 The termination of the Contract does not affect rights and obligations that arise on or before the date of termination of the Contract and are intended by their nature to remain in force after the Contract ends.
- 9.5 Upon termination of the Contract for any reason whatever, You will enable RAI, as part of the Services, to retrieve RAI Data from Your systems automatically in a file format specified by RAI and migrate them to a system operated by RAI or a system operated by a new service provider of RAI. If RAI considers it necessary, the Parties will agree to an exit plan at the start of the Contract. An exit plan sets out what has been agreed in respect of the obligations to be performed by RAI and You in order to allow RAI Data to be migrated from Your systems.

## **10. Liability**

- 10.1 You accept that You are liable for all direct loss or damage suffered by RAI which results from - or is in some other way connected with - a failure or unlawful act (tort) imputable to You. This loss or damage comprises at least: (i) property damage, (ii) costs incurred in order to have the Services performed in accordance with the Contract, (iii) costs incurred in order to take emergency or fall-back measures such as the use of other materials or products, the hiring of extra personnel or the instructing and hiring of a replacement supplier

- (e.g. in the case of Critical Services), and/or (iv) costs incurred in mitigating or preventing the loss or damage described in this article 10.1.
- 10.2 Your liability for direct loss or damage as described in article 10.1 above and RAI's liability to You are limited to whichever of the following two amounts is larger: (i) 200% of the fees paid by RAI to You under the Contract up to the date of the event causing the loss or damage, or (ii) € 250,000;
- 10.3 Your liability for loss or damage suffered by RAI if You infringe Your obligations under article 7 (data protection) and article 11 (confidentiality) above is unlimited.
- 10.4 A limitation of liability in this article does not apply if the loss or damage is a direct consequence of intent or deliberate recklessness of a Party.

## **11. Confidentiality**

- 11.1 Parties agree not to disclose confidential information provided by the other Party in the context of the Contract and to use such information only for the performance of the Contract. Information provided by a Party is confidential, among others, if it has been designated as such in writing by the Party.

## **12. Miscellaneous**

- 12.1 You may not use RAI's trade name or a RAI trademark in Your communications without RAI's prior consent.
- 12.2 The Contract is governed by the laws of The Netherlands. Disputes will be decided exclusively by the competent court in Amsterdam. ■