



TERMS AND CONDITIONS – ITHAX AI PARTNER PROGRAM

These terms and conditions apply to all AI Partner Program levels offered by ITHAX B.V. (hereinafter referred to as "**ITHAX**"), a company with the address Copernicuslaan 35 Ede, The Netherlands. ITHAX is registered with the Chamber of Commerce under number 91824249.

Definitions

In these Terms and Conditions, unless otherwise expressly stated, the following terms shall have the following meanings:

Terms and Conditions: these Terms and Conditions of the ITHAX AI Partner Program.

Assignment: all activities, in whatever form, that ITHAX performs for or on behalf of the Other Party.

Agreement: any agreement concluded between ITHAX and the Other Party.

Other Party: the company that has accepted these Terms and Conditions and has commissioned the performance of an Assignment.

Partner Level: the level of the AI Partner Program chosen by the Other Party, which determines the number of Credits and the Credit Value.

Contract Term: the period of one year for which the AI Partner Program is entered into, and each subsequent period of one year by which it is extended.

ITHAX Credit (or "Credit"): a unit of account representing a prepaid value, which the Other Party obtains under the AI Partner Program and which can only be used as set out in Article 4.

Credit Value: the price in euros, excluding VAT, of one Credit as set out in the Agreement, which depends on the Partner Level.

Credit Balance: the number of Credits that the Other Party has not yet used at any given time.

Unless expressly provided otherwise, the singular includes the plural and vice versa, and a reference to a masculine form includes a reference to a feminine form and vice versa.

1. Applicability

1. These specific Terms and Conditions apply to every offer, quotation and Agreement concluded between ITHAX and the Other Party of the ITHAX AI Partner Program, unless the parties have expressly deviated from these Terms and Conditions in writing.
2. These terms and conditions apply in addition to the GENERAL TERMS AND CONDITIONS - ITHAX B.V. and do not replace them.
3. In the event of a conflict between these terms and conditions and the GENERAL TERMS AND CONDITIONS - ITHAX B.V., these specific terms and conditions shall prevail.
4. The applicability of general terms and conditions of the Other Party is expressly rejected.
5. Deviations from the Agreement and General Terms and Conditions are only valid if they have been expressly agreed in writing between the parties.

2. Execution of the agreement

1. Services within the framework of the ITHAX AI Partner Program are performed by ITHAX at all times under a best-efforts obligation. This means that ITHAX will make the effort laid down in the Agreement, but that ITHAX does not guarantee the end result to be achieved.
2. With the ITHAX AI Partner Program, a budget of available Credits is agreed upon in advance.
3. When calculating the deployment of ITHAX employees, the time required for reporting, administration, internal consultation and other activities required for effective execution of the Assignment is also included.
4. If there is deployment on location, the required travel hours will also be calculated, at the standard hourly credit rate.

3. Set-up AI Partner Program

1. The AI Partner Program is an agreement for services Provided by ITHAX based on an annual budget of Credits.
2. The AI Partner Program is offered at different Partner Levels. The Partner Level determines the number of Credits and the Credit Value. At the outset, the Other Party is free to choose a Partner Level.
3. The Agreement is entered into for a period of one year and is automatically extended by one year at a time, unless written notice is given within the applicable notice period.
4. Invoicing of the ITHAX AI Partner Program takes place at the time of assignment and thereafter annually prior to the new Contract Term.

4. ITHAX Credits

1. ITHAX Credits ("Credits") are a unit of account representing a prepaid value, obtained by the Other Party under the AI Partner Program and usable exclusively for products and services of ITHAX that are provided to the Other Party on a client-specific basis within the AI Partner Program. Credits cannot be used for open-enrolment trainings from ITHAX's regular training offering; these must be ordered and paid for separately. Credits are not a means of payment, cannot be exchanged for money and cannot be transferred to third parties.
2. The number of Credits, the Credit Value and the number of Credits per product or service are set out in the Agreement. For a Product or Service not listed in the Agreement, ITHAX states the required number of Credits in advance; Credits are used only after the Other Party has confirmed this in writing.
3. Credits are charged to the Credit Balance upon delivery of the service, or in accordance with Article 8.3 in the event of cancellation or rescheduling.
4. Changes to the Credit Value or the number of Credits per service apply only to new Contract Terms and are communicated to the Other Party no later than two months before the start of the new Contract Term.

5. Implementation of the AI Partner Program

1. The AI Partner Program aims to provide the Other Party with knowledge and advice on AI-related matters. ITHAX acts as an advisor to the Other Party. The possible interpretation of the partnership is broad. Advice can be both technical and organisational in nature and can change during the Contract Term. The use of the Credits is determined in mutual consultation. Credits can also be used for operating ITHAX's SaaS applications. Usage rates for SaaS applications are determined per service and published within the environment.
2. ITHAX relies on its latest known knowledge of the field for its advice. In the event of specific questions that do not fall within the available knowledge of ITHAX, it will make every effort to gain this knowledge and to interpret it for the Other Party. The time needed for this is charged to the Credit Balance.
3. If on-site advice is involved, the travel hours involved will also be charged to the Credit Balance.

6. Intellectual Property

1. When ITHAX is asked to advise on processes, applications or other matters relating to confidential information or intellectual property of the Other Party, ITHAX will treat this information confidentially and will not disclose it to third parties or use it for purposes other than the execution of the Assignment without the prior written consent of the Other Party. This confidentiality obligation applies for the duration of the Agreement and for a period of 3 years thereafter. At the request of the Other Party, ITHAX is prepared to sign a separate confidentiality agreement (NDA) prior to deployment.
2. ITHAX reserves the right not to answer questions regarding its own Intellectual Property and trade secrets. This also applies to specific questions about the intellectual property and trade secrets of ITHAX's relations, insofar as this could adversely affect the competitive position of ITHAX and/or its relations. This is solely at the discretion of ITHAX. Failure to answer such questions (completely) does not constitute a shortcoming and does not affect all obligations of the Other Party, including the payment obligation.

7. Liability

1. The quality and applicability of the advice also depends on the accuracy and completeness of the information provided by the Other Party. ITHAX may rely on the correctness and completeness of the information provided by the Other Party and is not liable for the consequences of incorrect or incomplete provision of information.
2. The Other Party determines at its own discretion and responsibility to what extent ITHAX's advice will be used, implemented and followed. The Other Party is responsible for the manner of implementation, the suitability of the advice for its specific situation and any adjustments that are necessary for a successful application. ITHAX is not



liable for any direct or indirect damage, loss of profit or other consequential damage resulting from the use, implementation or (non-)following of its advice.

3. The Other Party is solely responsible for ensuring that the implementation and use of AI within its organization complies with all applicable laws and regulations, including but not limited to privacy legislation (GDPR), the AI Act and sector-specific regulations. ITHAX is not liable for damage resulting from non-compliance with laws and regulations by the Other Party.
4. If ITHAX advises on or refers to specific AI tools, platforms or suppliers, the Other Party remains responsible for the final choice and contracting. ITHAX makes no warranties regarding the performance, availability, safety, or suitability of AI solutions provided by third parties.
5. The Other Party acknowledges that AI technology is a rapidly developing field. The advice is based on the knowledge, technology and best practices available at the time of advice. ITHAX is not obliged to update or adapt previously provided advice in response to technological developments, new insights or changed regulations.

8. Deployment and planning

1. ITHAX employees are deployed on the basis of availability, taking into account the Credit Balance in the current Contract Term.
2. ITHAX keeps track of the Credits available and used per Contract Term. The Other Party may request an overview of its Credit Balance from ITHAX at any time, free of charge.
3. Appointments can be cancelled or rescheduled by the Other Party free of charge up to five working days before the agreed date(s). Contrary to the General Terms and Conditions, no separate costs are charged in the event of cancellation or rescheduling; instead, Credits are charged to the Credit Balance in accordance with this paragraph. In the event of cancellation or rescheduling within five working days, 50 percent of the Credits for the appointment are charged. In the event of cancellation or rescheduling on the day itself, or in the event of non-appearance, the Credits for the appointment are charged in full.
4. The Other Party may use more Credits than contracted. An overrun of up to 10% of the contracted number of Credits has no further financial consequences. If the AI Partner Program is extended, the excess Credits used are deducted from the Credits for the new Contract Term.
5. In the event of an overrun of more than 10% of the contracted number of Credits, ITHAX is entitled to send a correction invoice at the end of the Contract Term for the excess Credits used, at 110% of the Credit Value. Credits invoiced in this way are not deducted from the next Contract Term.
6. If the overrun exceeds 25% in a Contract Term, ITHAX will advise the Other Party to switch to a higher Partner Level with a lower Credit Value, unless the highest Partner Level already applies. This advice is non-binding. Any switch to another Partner Level only relates to a subsequent Contract Term and does not affect the fees for the current Contract Term.
7. ITHAX aims to give an advice as referred to in paragraph 6 no later than two months before the start of the new Contract Term. The Other Party may switch to a higher Partner Level during a Contract Term. In that case, the Other Party owes the full difference between the annual fees of the original and the higher Partner Level, the end date of the current Contract Term remains unchanged, and the Credits already used are deducted from the Credits of the higher Partner Level. The Agreement is subsequently extended at the higher Partner Level. Switching to a lower Partner Level is only possible as of a new Contract Term.
8. The Credits are available for one year from the start of the Contract Term. It is the responsibility of the Other Party to use the Credits in a timely manner, subject to availability at ITHAX.
9. Unused Credits expire at the end of a Contract Term, without giving rise to a right to a refund of fees paid. This also applies to premature termination of the Agreement by the Other Party, for whatever reason, unless this results from demonstrable default by ITHAX, in which case ITHAX refunds the unused Credits at the Credit Value at which they were obtained.

9. Additional privileges for AI Partner Contracts

1. ITHAX offers AI Partners additional benefits, including exclusive access to additional knowledge.
2. ITHAX reserves the right to unilaterally change the composition of privileges for new Contract Terms, whereby existing current contracts retain their original privileges until the end of the Contract Term. In doing so, ITHAX strives to minimize any adverse consequences of such a change.

10. Other

1. Deviations from these Terms and Conditions can only be agreed in writing. No rights can be derived from such deviations with regard to legal relationships entered into subsequently.



2. The administration of ITHAX, including its records of Credits used, serves as proof of the services provided to the Other Party, subject to proof to the contrary. The Other Party acknowledges that electronic communication can serve as evidence.
3. If and to the extent that any provision of these Terms and Conditions or the Agreement is declared null and void or is annulled, the other provisions remain in full force and effect. ITHAX will then adopt a new provision to replace the void or annulled provision, taking into account the purport of the original provision as much as possible.