



TERMS AND CONDITIONS – ITHAX AI PARTNER PROGRAM

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

Definitions

In these Terms, 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 as stated below.

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.

Unless the Terms expressly provide otherwise, in interpreting the Terms, the singular shall be deemed to include the plural and vice versa and a reference to a masculine form shall be deemed to include 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 apply as a substitute therefor
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 the 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 disposable hours 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.

3. Set-up AI Partner Program

1. The AI Partner Program is an agreement for advisory services based on an annual budget of support hours by ITHAX.
2. The agreed budget determines the scope of available hours and the rate used for them. There are different levels of partnership. At the outset, the Other Party is free to choose a specific 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 term.

4. 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 organizational in nature and can change during the contract period. The budget under the AI Partner Program is determined in mutual consultation and is in principle done individually.
2. The following activities are explicitly excluded from this:
 - a. Specific development assignments by ITHAX
 - b. Classroom training by ITHAX
3. ITHAX relies on its last known knowledge of the field for its advice. In the event of specific questions that do not fall within the ready 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 will be charged to the available budget.
4. If on-site advice is involved, the travel hours involved will also be charged to the available budget.

5. 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.
1. 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
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6. Liability

3. 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.
4. 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.
5. 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.
6. 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.
7. 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 adjust previously provided advice in response to technological developments, new insights or changed regulations.

7. Deployment and planning

1. ITHAX employees are deployed on the basis of availability and subject to sufficient available budget on the current contract term.
2. ITHAX keeps track of how much budget is available for each contract and how much of it has been used during the contract term. The Other Party may request an overview of this from ITHAX at any time during the contract period, free of charge.
3. Appointments for services 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 will be charged for the AI Partner Program in the event of cancellation or rescheduling, but the hours will be charged to the available budget

in accordance with the percentages mentioned in this article. In the event of cancellation or rescheduling within five working days, 50 percent of the hours calculated for the appointment will be charged to the available budget. In the event of cancellation or rescheduling on the day of commencement, or in the event of non-appearance, ITHAX will charge the hours calculated for the appointment in full to the available budget.

4. The Other Party is allowed to ask for more effort than has been contracted in advance. If the contracted budget is exceeded by less than 10%, this can be done without further financial consequences. If the Other Party extends its partnership, the excess number of hours taken will be deducted from the budget for the new contract term.
5. In the event of an overrun of more than 10% of the contracted budget, ITHAX is entitled to send a correction invoice at the end of the contract term for the excess hours purchased, at 110% of the agreed hourly rate.
6. If the contracted budget is exceeded by more than 25% in a contract term, ITHAX will advise the Other Party to switch to a higher partner level, at a lower hourly rate (unless the highest available level is already in force). This advice is non-binding in nature. Any transfer to another tier will only relate to a subsequent term and will not affect the fees for the current term.
7. ITHAX shall inform the Other Party of an advice as referred to in Article 6 no later than two months before the start of the new contract term. The Other Party has the right to terminate the agreement before that date. If the Other Party wishes to switch to a higher partner level after the start of a new contract term, this is possible at any time. In that case, the Other Party will only owe the difference between the remuneration of the original partner level and the remuneration of the higher partner level. In that case, the hours already taken in the current contract term will be deducted from the hourly budget for the same contract term belonging to the higher partner level. It is not possible to switch to a lower partner level during a current contract term.
8. The contracted budget is available for one calendar year from the moment of commencement. It is the responsibility of the Other Party to use these hours in a timely manner, subject to availability at ITHAX.
9. Unused hours at the end of a contract term will expire, without giving rise to a right to a refund of previously paid fees. This also applies to the premature termination of the agreement by the Other Party, for whatever reason, unless this is the result of demonstrable default by ITHAX.

8. Additional privileges for AI Partner Contracts

1. Additional privileges apply to each level of AI Partner Contracts, such as discounts on classroom training and on fees for modules offered by ITHAX. In addition, higher levels are also granted more extensive privileges. ITHAX communicates on its website and in communication with the Other Party which privileges apply.
2. If the Other Party changes its contract level, the related privileges will also change as of the effective date of the new level.
3. 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.

9. Other

1. Any 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 shall be valid, subject to proof to the contrary, as proof of the applications made by the Other Party. 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 and the Agreement is declared null and void or is annulled, the other provisions of these Terms and Conditions and the Agreement will remain in full force and effect. ITHAX will then adopt a new provision to replace the null and void/voided provision, whereby the purport of the null and void/voided provision will be taken into account as much as possible.