

API TERMS OF SERVICE

The Terms of Service are accessible online via <https://www.convio.us.com/api-terms-of-service>.

However, for your convenience this is a pdf copy of the current version (March 2023).

CONVIOUS TERMS OF SERVICE

The terms of service set forth below govern the use of any developer tools such as API's, SDKs and other developer services that are made available by Convio.us.

CLAUSE 1 DEFINITIONS

- 1.1 Unless specified otherwise, any capitalized terms in these Terms of Service will have the meaning set forth below.
- 1.1.1 **Agreement** means the agreement pursuant to which Convio.us makes the Service available to the User, of which these Terms of Service form an integral part.
- 1.1.2 **Convio.us** means the company Convio.us B.V., established under the laws of the Netherlands and registered with the Dutch Chamber of Commerce under registration number 64967743.
- 1.1.3 **Documentation** means any documentation related to the Service as provided by Convio.us, such as API documentation, acceptable use policies, etc.
- 1.1.4 **Service** means the service, software and other tools (e.g., APIs, SDKs, etc.) Convio.us makes available to the User pursuant to an Agreement.
- 1.1.5 **Terms of Service** means these terms of service.
- 1.1.6 **User** means the authorized user of the Service.

CLAUSE 2 LICENSE

- 2.1 Subject to the User's continued compliance with the Agreement, Convio.us grants the User a limited, non-exclusive, revocable, non-sublicensable and non-transferable right to (access and) use the Service in accordance with the Agreement.

CLAUSE 3 RESTRICTIONS

- 3.1 The use of the Service shall be subject to the limitations set forth in the Documentation and any guidelines communicated to the User by Convio.us from time to time.
- 3.2 Unless expressly authorized by Convio.us in writing, the User will not (a) copy, modify, distribute, transfer or sublicense the Service to a third party, or otherwise provide a third party access to the Service; (b) interfere with, bypass or disable any features, functionality, limitations or protective measures that are embedded in the Service; (c) access or use the Service for the purpose of monitoring the availability, performance, or functionality of any of Convio.us' software and services, or for any other benchmarking or competitive purpose except with Convio.us' prior written consent; (d) disrupt or degrade the performance of

Service; (e) access or use the Service in any unlawful manner, for any unlawful purpose or in any manner inconsistent with the Agreement; (f) disassemble, alter, decompile or reverse engineer the Service or permit or authorize a third party to do so, except to the extent expressly allowed under applicable law; (g) use the Service contrary to the Documentation or otherwise in violation of the Agreement.

- 3.3 Conviois reserves the right to (temporarily) suspend the User's use of the Service, if Conviois has established or has a justifiable suspicion that the User has violated the Terms of Service, without Conviois becoming liable for damages resulting from such suspension.

CLAUSE 4 RESPONSIBILITIES

- 4.1 The User shall adhere to the Documentation issued by Conviois in respect of the Service.
- 4.2 The User acknowledges and agrees that Documentation is, unless specified otherwise therein, subject to change in Conviois' sole discretion and that changes will apply from the date of publication, unless communicated otherwise. It is the User's sole responsibility to regularly review the applicable Documentation to ensure its continued compliance.
- 4.3 The User shall, while making use of the Service, develop its software in accordance with the (relevant) industry standards and best practices, and shall implement appropriate technical and organizational security measures that comply with applicable laws and regulations to protect data exchanged via the Service.
- 4.4 The User acknowledges and agrees that Conviois may update or modify the Service from time to time at Conviois' sole discretion, and that the user is solely responsible for making any changes required as a result of any such update or modification.
- 4.5 If the User becomes aware of an error and/or security vulnerability in the Service, the User shall submit this error to Conviois without undue delay.

CLAUSE 5 USE OF API

- 5.1 This clause applies when Conviois provides the User with access to an API.
- 5.2 Conviois is not responsible for implementing the API in the User's IT infrastructure. If the User desires and requests support in this respect, Conviois may decide to provide such support in exchange for certain remuneration.
- 5.3 The User shall strictly adhere to the Documentation regarding the implementation and use of the API as made available by Conviois. Conviois reserves the right to amend the Documentation in the interim.
- 5.4 Conviois reserves the right to verify (or engage a third party to verify) if the User adheres to the Documentation at any time. The User shall provide all cooperation required in this regard free of charge and within a reasonable period.

- 5.5 The User is responsible for obtaining any license and consents from third parties required for establishing a connection by means of the API between the Convious' software and the third-party systems or software the User makes it interoperate with. The User indemnifies and shall hold Convious harmless from and against any third-party claims related to an (alleged) violation of this obligation.
- 5.6 The User will only be able to access the API by using the unique token(s) as issued by Convious. Convious reserves the right to change any such token(s) periodically for security reasons. The User shall keep the token(s) strictly confidential and the User is not allowed to share the token(s) with third parties without express written consent of Convious.
- 5.7 Convious will proactively maintain the API during the term of the Agreement. Maintenance can result in a temporary disruption of the availability of the API. If maintenance activities are expected to result in (temporary) disruptions, Convious will endeavor to announce this in advance. Emergency maintenance however may be performed at any moment without prior announcement being required.
- 5.8 Convious will implement any modifications to the technical interface of an API by releasing a new version of the API and will keep the previous version available for a minimum period of three (3) months from the go-live date of the new version of the API.

CLAUSE 6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Nothing in the Agreement is intended to transfer any intellectual property right from one party to another. Title and ownership, including intellectual property rights vested in the Service shall remain with Convious or its licensors. Convious shall not claim ownership of any software or other works developed or created by the User. No rights are granted to the User other than as set forth in the Agreement.

CLAUSE 7 WARRANTY

- 7.1 Except as explicitly stated otherwise in the Agreement, the Service is provided by Convious on a "AS-IS", "WHERE-IS" AND "AS-AVAILABLE" basis. All other warranties are expressly disclaimed. Convious does not warrant that (a) the operation and/or use of the Service will be uninterrupted or error-free; (b) the Service will perform in every operating environment; (c) all deficiencies or errors in the Service are capable of correction or will be corrected, or (d) the Service meets the User's requirements or expectations.

CLAUSE 8 LIMITATION OF LIABILITY

- 8.1 The liability of Convious for any claims or damages resulting from an attributable failure in the performance of the Agreement, a wrongful act or on any other grounds, shall be limited per event (whereby a series of connected events shall be seen as one event) to the amount paid by the User under the Agreement (excluding VAT) to Convious in a period of three months before the claim or damage arose, with a maximum of ten thousand per year regardless of the number of events. In case the Service is provided free of charge to the User, the aforementioned annual amount shall be five hundred euros.

8.2 To the extent permitted by law, Convio.us shall not be liable for any damages consisting of loss of profit; loss of revenue; loss of business; loss of goodwill; loss of anticipated savings; or loss or corruption of data.

8.3 Nothing in the Agreement shall exclude or limit the liability for damages caused by intent or deliberate recklessness.

8.4 Unless performance by Convio.us is permanently impossible, Convio.us shall only be liable due to an attributable failure in the performance of the Agreement if the User properly issues a written notice of default to it without undue delay, granting Convio.us a reasonable term to rectify the breach, and Convio.us culpably fails to fulfil its obligations also after this term has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give Convio.us the opportunity to respond adequately.

8.5 Any right to compensation is always conditional upon the damage being notified in writing to Convio.us by the User as soon as possible after it arises. Any claim against Convio.us for compensation will be time-barred twelve months after the claim arises.

CLAUSE 9 FORCE MAJEURE

9.1 Convio.us will not be obliged to perform the Agreement if performance is prevented as a result of force majeure. The following events shall, in any case and without limitation, be considered as force majeure events: fire, floods, strikes, power failures, telecommunications infrastructure failures, force majeure on the part of Convio.us' own suppliers, network attacks, import and export impediments, war and terror. In the event of force majeure, Convio.us is entitled to suspend the performance of the Agreement for as long as the situation continues.

CLAUSE 10 CHANGES

10.1 Convio.us may revise these Terms of Service from time to time, and the most current version will be published at <https://www.convio.us/api-terms-of-service>. If the revision, in Convio.us' sole reasonable discretion, is material, Convio.us will notify the User of such change in advance in writing, and if the User does not wish to be bound by such revision, the User's sole remedy shall be to cease use of the Service by terminating the Agreement against the moment the changes take effect. If the User continues to use the Service after the date the changes take effect, such use shall be deemed as acceptance of the changes.

CLAUSE 11 TERM AND TERMINATION

11.1 The Agreement takes effect on the moment the User has been granted the right to use the Service and shall continue until terminated in accordance with these Terms of Service.

11.2 Both Convio.us and the User are entitled to terminate (*opzeggen*) the Agreement without cause by written notice to the other party while taking into account a notice period of thirty (30) days.

11.3 The Agreement may be terminated (*ontbinden*) by Convios for breach with immediate effect without prior notice being required in case the User has used the Service contrary to the terms of the Agreement.

11.4 Each party is entitled to terminate (*ontbinden*) the Agreement in full or in part if: the other party applies for bankruptcy or is declared bankrupt; the other party applies for or is granted a suspension of payments, or; if the other party's business is discontinued or liquidated otherwise than for the purpose of reconstruction or merger of companies.

11.5 If the Agreement terminates for whatever reason, all rights that have been granted under the Agreement, including but not limited to the licenses in relation to the Service, will terminate at the same time.

Clause 12 APPLICABLE LAW AND JURISDICTION

12.1 The Agreement and any agreements entered into pursuant to or in connection with this Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

12.2 The User and Convios each irrevocably agree that the courts of the district where Convios has its registered office shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

CLAUSE 13 MISCELLANEOUS

13.1 Where the Agreement provides that certain communication must be 'written' or 'in writing', this shall also include communication by letter or by email, provided that the message originates from the alleged sender and that the integrity of the message is not affected.

13.2 The User is not entitled to assign the Agreement or the rights and/or obligations under the Agreement to a third party without Convios' prior written approval. Convios may assign the Agreement in part or in full, with notice to the User, in connection with any merger or acquisition or sale of all or substantially all of Convios' assets or stock to an affiliate of Convios or to any other third party.