



MYLAPS SOFTWARE AS A SERVICE (SAAS) CONDITIONS

Article 1. Definitions

1.1 The following terms, written with an initial capital, have the meaning stated below in this Agreement:

General Conditions:	MYLAPS's general delivery conditions, a copy of which is attached to the Statement of Work as an appendix;
Appendix:	an appendix to the Statement of Work, which forms an integral part of this Agreement;
Data:	all data placed in MYLAPS's database by or on behalf of the Customer, using the Software;
Participant:	a natural person or legal entity that wishes to register, or has already registered, for participation in an Event organised by the Customer;
Participant's Declaration:	the participant's declaration presented to the Participants in the Event for their approval, drawn up by MYLAPS and attached to these SaaS Conditions as an Appendix;
Services:	services consisting of the digital remote provision of Software by MYLAPS to the Customer and additional services, if and insofar as they are recorded in a Statement of Work;
Event:	the event organised by the Customer, for which it wishes to use the Services;
Customer:	the legal entity or natural person that purchases or intends to purchase the Services from MYLAPS on a professional or commercial basis;
Measures:	the technical and organisational measures that MYLAPS must take to prevent loss or any form of wrongful processing of the Personal Data, as described in more detail in Article 8 and Appendix 1;
MYLAPS:	MYLAPS Experience Lab B.V., a private limited liability company, having its registered office in Amsterdam, the Netherlands, and maintaining a place of business at Overschiestraat 65, (1062 XD) Amsterdam, registered in the Trade Register of the Chamber of Commerce under number 58217053, and its affiliated companies;
Agreement:	the agreement between MYLAPS and the Customer regarding the provision of Services and any amendment or addition to that agreement;
Personal Data:	the personal data of Participants in Events, which MYLAPS processes when performing the Agreement;
Parties:	the Customer and MYLAPS jointly;

SaaS Conditions:	these Software as a Service conditions of MYLAPS;
Software:	the standard software, developed and hosted by MYLAPS; and
Statement of Work:	the document setting out the specific agreements between MYLAPS and the Customer related to an individual Event or to several Events organised by or on behalf of the Customer for which they wish to use the Services.

Article 2. The Agreement

- 2.1 The Parties record the order for the provision of Services by MYLAPS to the Customer in writing in the Statement of Work.
- 2.2 The Agreement consists of the following documents: the Statement of Work, these SAAS Conditions, a Participant Declaration and the General Conditions. In the event of inconsistency between the provisions of the documents referred to above, provisions of a document higher on the list prevail over provisions of a document lower on the list.

Article 3. The Services

- 3.1 The Services provided by MYLAPS consist of remotely developing and supporting the Software available to the Customer for the duration of a Statement of Work, via the Internet or another network, without a physical carrier containing the Software being made available to the Customer, all of this as recorded in the Statement of Work.
- 3.2 The Services may also be additional services, if and insofar as MYLAPS and the Customer so agree in writing in the Statement of Work or otherwise so agree in writing.

Article 4. The Software

- 4.1 The Software is made available to the Customer on a separate page (environment) via MYLAPS's website or via an app.
- 4.2 The Customer is responsible for the correct choice of the devices required to make proper use of the Software, such as computer, data and telecommunication devices, including a properly functioning Internet connection. The Customer is furthermore responsible for the management, including the checking of the settings and the data entered, the use of the Software and the use of the Data.
- 4.3 The Customer itself is responsible for the safety and confidentiality of the username and password by means of which it gains access to the Services and must immediately inform MYLAPS if it establishes or suspects any abuse of the username and password.
- 4.4 The Software is made available "as is" and "as available". MYLAPS uses its best endeavours to arrange for optimal availability of the Software and to avoid unnecessary interruptions in its availability, but MYLAPS does not offer the Customer a standard service level; service provided in a specific case does not constitute a standard service level in future situations.
- 4.5 MYLAPS may temporarily take the Software out of service in whole or in part for preventive, corrective or adaptive maintenance. MYLAPS ensures that the Software is not out of service any longer than is necessary, uses its best endeavours to minimise the consequences for the use of the Software by the Customer and, depending on the circumstances, does not take the Software out of service until Customer has been notified. Such taking out of service is not regarded as breach of performance of MYLAPS's obligations.
- 4.6 MYLAPS may continue the provision of the Services using a new or altered version of the Software. MYLAPS is not required to maintain, alter or add certain properties or functionalities of the Software specifically for the Customer. If MYLAPS changes the properties or functionalities of the Software



and such changes have noticeable consequences for the use of the Software by the Customer, MYLAPS will notify the Customer accordingly no later than 14 days beforehand.

Article 5. Services for the registration of Participants for an Event

- 5.1 The provisions of this Article 5 form part of the Agreement only if the Customer uses the Software for the registration of Participants for an Event.
- 5.2 MYLAPS is by no means responsible for the details of the Event (including the price of participation in the Event, the costs of additional products, etc.) that are published on the Internet, as presented to the Participants via the Software. The Customer is responsible for providing MYLAPS with the information required for the functioning and use of the Service. Insofar as the Customer provides MYLAPS with the financial data of an Event, MYLAPS presents them –prior to publication- in the environment in which the Software is made available to the Customer (that cannot be accessed by external parties). The Customer must check all the data filled in and may give its approval only if it approves those data, by ticking the box intended for that purpose in the environment in which the Software is made available to it. If the Customer gives that approval, the registration is opened on the Internet. MYLAPS keeps log data of the Customer’s approval.
- 5.3 MYLAPS charges the entry fees payable by the Participants for their participation in the Event to the Participants on behalf of the Customer during the registration process. The Participants pay the entry fee by means of the Software via one of the payment service providers offered by MYLAPS. The Customer is entitled to the entry fees. The Customer gives MYLAPS permission to set off the entry fees paid to it against the rate for the provision of the Services, recorded in the Statement of Work. If a positive balance remains after setoff, MYLAPS will pay that positive balance to the Customer by transferring it to a bank account number stated by the Customer. In the event of a negative balance after setoff, MYLAPS will send an invoice to the Customer for that difference.
- 5.4 All the data that the Participants fill in when registering for the Event using the Software (the Data) are recorded in a database hosted by MYLAPS.
- 5.5 MYLAPS provides the Customer with an account for the Software and with the login data by means of which the Customer can gain access to that account. Via that account the Customer can download all the Data in a format determined by MYLAPS. MYLAPS cannot be obligated to make the Data available to the Customer in any other manner or any other format.
- 5.6 The Customer determines the cancellation, chargeback or refund conditions in relation to the Participants. The Customer is responsible for ensuring that the Participants and MYLAPS are clearly informed of the conditions governing the events set out below before or no later than on the Participant’s registration for the Event:
 - (a) cancellation by the Participant of his or her registration for an event;
 - (b) chargeback by the Participant of the entry fee for participation in the Event; and
 - (c) the possibilities of the Participant of demanding a refund of the entry fee that he or she has paid for the Event.
- 5.7 In addition to the regular rates that MYLAPS charges for the Services with regard to cancellations, chargebacks and refunds, all expenses incurred by MYLAPS with regard to cancellations, chargebacks or refunds are payable by the Customer. MYLAPS will send the Customer an invoice for those amounts. This also applies if the Customer cancels the Event, regardless of the reason for the cancellation. The Customer gives MYLAPS permission to set off the entry fees paid to it against the costs incurred by MYLAPS regarding cancellations, chargebacks or refunds.
- 5.8 If the Customer fails to notify MYLAPS of the conditions referred to in Article 5.6, or to do so in a timely manner, no cancellation, chargeback or refund of entry fees to Participants is possible.

- 5.9 The Participant's Declaration is presented to the Participants via the Software during the registration process. The Participant cannot complete his or her registration without digitally accepting the provisions of the Participant's Declaration.
- 5.10 Unless the Customer wishes to use a different participant's declaration, which must then meet the minimum requirements set out in Article 5.11, the Participant's Declaration drawn up by MYLAPS is used, which is attached to these SaaS Conditions as an Appendix.
- 5.11 The Customer may use a participant's declaration of its own only after MYLAPS has approved that participant's declaration in writing. In that case the participant's declaration must furthermore meet the following minimum requirements:
- (a) the participant or his or her statutory representative must agree that the data of the Participant that are collected during the Event (tracking) and the ultimate result of the Event can also be accessed by spectators and other third parties;
 - (b) the Participant or his or her statutory representative must agree that photographs and other visual material of the Participant will be made during the Event, which photographs and other visual material may furthermore be published, disclosed or multiplied, also for commercial purposes of the Event or MYLAPS, the organiser of the Event, partners, sponsors and licensees;
 - (c) the Participant or his or her statutory representative must agree that the entry fee will not be refunded on cancellation of the registration or of the Event, unless the Parties agree in writing that refund is possible, in which case the Participant accepts the refund conditions; and
 - (d) the Participant or his or her statutory representative must agree that MYLAPS may use the Data for commercial and other purposes of its own.

Article 6. Fee

- 6.1 A fee is payable by the Customer to MYLAPS for the provision of the Services, as stated in the Statement of Work in question. MYLAPS will periodically send a Financial Statement regarding the fees due. The Services, consisting of arranging for the registration of the Participant and the related payment services, are recorded in the Financial Statement regarding the period during which the Participant has been registered and the entry fees have been collected from that Participant. If the entry fees received exceed the total of the fees payable by the Customer to MYLAPS for the period in question, the fees are payable from the time at which the Financial Statement is sent and MYLAPS may immediately set off the entry fees against the fees due. In that case MYLAPS will pass on the positive balance remaining to the Customer, as set out in Article 5.3. If, however, the entry fees are lower than the total fees payable by the Customer to MYLAPS for the period in question and the amount of the Financial Statement is therefore negative, the payment period of the amount due does not commence until MYLAPS sends an invoice for that amount and the amounts are due at the end of the payment period.
- 6.2 The fee referred to in paragraph 6.1 includes any expenses incurred by MYLAPS when providing the Services, except for the expenses related to cancellations, chargebacks or refunds, which MYLAPS invoices to the Customer.

Article 7. Term of this Agreement

- 7.1 A Statement of Work ends by operation of law on completion of the assignment agreed on in it. If a Statement of Work does not end on completion, it is open-ended. If a Statement of Work is open-ended, either of the Parties may terminate the Statement of Work in writing, subject to a notice period of three (3) months, as from the last day of a calendar quarter.
- 7.2 MYLAPS may terminate a Statement of Work without observing any notice period if:
- (a) in MYLAPS's opinion the Customer harms MYLAPS's image or reputation;

- (b) the Customer fails to perform or to correctly perform the agreements recorded in Article 8 of these SaaS Conditions and other agreements regarding the protection of personal data; or
 - (c) a data breach occurs within the Customer's automated systems that is due to actions of the Customer and that data breach harms MYLAPS's reputation or otherwise prevents MYLAPS from continuing its operations without interference.
- 7.3 This article is without prejudice to the termination grounds set out in the General Conditions. This article is also without prejudice to dissolution (*ontbinding*) under Section 6:265 of the Dutch Civil Code, whereby dissolution of the Agreement by one of the Parties does not give rise to any obligations to undo for the Parties.

Article 8. Data Processing Agreement

- 8.1 This Agreement also serves as a data processing agreement.
- 8.2 MYLAPS processes Personal Data for the purpose of providing the Software and Services under this Agreement. The subject matter, categories of personal data, nature and purpose and duration of the processing is further set out in Annex 1.
- 8.3 It is the responsibility of the Customer to arrange for consent of the Participant, to be able to process personal data as out in Annex 1. When the service Registration for an Event is used, the MYLAPS participation declaration can be used.
- It is also the responsibility of the Customer, that the Personal Data to be processed by MYLAPS does not contain illegal, offensive and special personal data that is privacy sensitive (health etc). If and when the Customer wishes to record special personal data such as health information, this needs to be made know to MYLAPS. The Customer needs to obtain specific consent from the Participant for the processing this Data. This Data needs to be deleted from the files, directly after the Event.
- 8.4 Customer needs to make sure that the Personal Data in its possession is properly protected and unauthorized use by its own staff or third parties is not possible. Customer needs to keep usernames and passwords secret and only allow access to those who require access to the Personal Data.
- 8.5 MYLAPS uses its best endeavours to perform all the statutory obligations that apply to it as a data processor regarding the processing of the Personal Data and undertakes to follow reasonable instructions given by the Customer regarding the processing of the Personal Data. If any costs are involved for MYLAPS in complying with such instructions, or if changes in the applicable legislation and regulations give rise to costs for MYLAPS, such instructions or changes in the legislation and regulation are regarded as cost-increasing circumstances. MYLAPS may increase the prices or part of the prices of its Services under the Agreement as a result of such cost-increasing circumstances.
- 8.6 MYLAPS takes appropriate technical and organisational measures to protect Personal Data against loss or any form of unlawful processing (the "Measures"). The Measures are intended to prevent unnecessary collection and further processing of Personal Data. In particular, MYLAPS arranges for the following technical and organisational Measures:
1. MYLAPS arranges for logical access control to the systems on which Personal Data are processed.
 2. MYLAPS arranges for additional protection when sending Personal Data via the Internet, storing Personal Data on portable devices or on removable media such as USB sticks and in other situations in which Personal Data are susceptible to unauthorised access (e.g. Personal Data that can be accessed via the Internet).
 3. MYLAPS uses hashing when storing and processing passwords.
 4. MYLAPS arranges for spot checks or other forms of audit for compliance with the Measures.
 5. MYLAPS arranges for the securing of external network connections using Secure Socket Layer (SSL) technology.

6. MYLAPS arranges for monitoring of the activities on the systems on which Personal Data are recorded.
 7. MYLAPS ensures that all software, browsers, virus scanners and operating systems are kept up to date and that all security measures of the supplier of the software, browsers, virus scanners and operating systems are immediately installed.
 8. MYLAPS has appointed a Data Processing Officer who is responsible for data security and who arranges for the coordination of data security. That officer monitors the process, draws up procedures and acts as the contact within MYLAPS's organisation with regards to any questions and requests of MYLAPS.
 9. The persons who process Personal Data under MYLAPS's authority and who have access to the Personal Data (the "Users"), including but not limited to employees of MYLAPS, are aware of the vulnerability of the Personal Data, understand the importance of data security and comply with the security measures taken.
 10. Functional and technical descriptions of information systems in which Personal Data are processed are available.
 11. All Users who have access to the data systems used to process the Personal Data are bound by a duty of confidence in their employment contracts.
 12. Procedures are in place to give authorised Users access to the data systems used to process the Personal Data. Those procedures also prevent unauthorised access to the Personal Data.
 13. MYLAPS ensures that all the security measures taken are mandatory in the systems and cannot be circumvented by the persons who process Personal Data under MYLAPS's authority.
- 8.7 In addition to taking the Measures set out in Appendix 1, MYLAPS uses its reasonable best endeavours to ensure that the security is of a level that may be expected of it, in light of the state of the art, the sensitivity of the Personal Data and the costs involved in taking the security measures.
- 8.8 MYLAPS notifies the Customer in writing as soon as possible (but no later than within 48 hours) of any breach of the Measures, security incidents and personal data breaches (each, a "Breach").
- 8.9 The notification to the Customer referred to in Article 8.6 must in any event include a brief description of the nature and scope of the Breach (and the Personal Data affected) and the measures taken by MYLAPS to put an end to the Breach or to limit the negative impact of the Breach.
- 8.10 MYLAPS will keep the Personal Data during the term of this Agreement, unless the Parties agree in writing on a different term or the Customer at any time requests MYLAPS in writing to destroy or remove the Personal Data in whole or in part.
- 8.11 After destruction or removal of the Personal Data as referred to in Article 8.8, MYLAPS is not liable for any damage, loss, costs and expenses incurred by the Customer or a third party as a result of or with regard to the processing of the destroyed Personal Data by MYLAPS, or their destruction by MYLAPS, regardless of whether that loss is due to MYLAPS, its employees or any other natural person, legal entity or item for which MYLAPS is legally liable. For the purposes of this paragraph, third parties include data subjects whose personal data are processed. Damage, loss, costs and expenses as referred to in this article include penalties imposed by supervisory authorities and compensation payable to data subjects by the Customer.
- 8.12 The Customer fully indemnifies MYLAPS against any third-party claims regarding damage, loss, costs and expenses arising from or related to the processing of Personal Data by MYLAPS until the date of destruction or removal or arising from or related to their destruction or removal by MYLAPS.
- 8.13 If the Personal Data are anonymized and can no longer be traced to a natural person, the data are no longer regarded as Personal Data and are deemed to have been destroyed.
- 8.14 MYLAPS and any party that is involved under its authority in the provision of Services and that is thereby given access to Personal Data must keep those Personal Data confidential. This duty of

confidentiality does not apply insofar as MYLAPS is required by law to disclose the Personal Data or compliance with this Article 8 requires such disclosure.

- 8.15 On request, MYLAPS provides the Customer with the information required to allow the Customer to form an opinion on the compliance by MYLAPS with this Article 8 and the Measures taken by MYLAPS with a view to compliance with this Article 8. MYLAPS speedily and properly handles all request for information regarding the processing of Personal Data and the Measures.
- 8.16 The Customer has the right to perform an audit of MYLAPS' processing of Customer's Personal Data in order to verify compliance with this Article 8 and applicable privacy legislation. If the Customer wishes to have the Measures taken by MYLAPS investigated, either by itself or by an independent expert, the Customer must notify MYLAPS accordingly in writing no later than 14 calendar days beforehand. The costs of such an investigation are payable by the Customer.
- 8.17 MYLAPS shall implement appropriate procedures and associated measures that will ensure that Customer's instructions can be complied with regarding a request of a data subject to access, correct, supplement, delete or block Personal Data. MYLAPS shall assist Controller, where necessary, in ensuring compliance with any data protection obligations regarding carrying out a data protection impact assessment and from prior consultation of a supervisory or other competent authority.
- 8.18 The Customer warrants that the data processing will take place in accordance with applicable privacy legislation. This in any event means that the Customer warrants that it is entitled to collect or arrange for the collection of the Personal Data and is authorised to process or arrange for the processing of those Personal Data. The Customer has furthermore filed a notification if required under applicable privacy legislation.
- 8.19 The Customer indemnifies MYLAPS against any costs and loss incurred by MYLAPS as a result of a data subject contacting MYLAPS on the grounds of wrongful processing by the MYLAPS. The Customer furthermore indemnifies MYLAPS against any loss incurred as a result of negative publicity caused by the wrongful processing.
- 8.20 If it is established at any time that MYLAPS is liable for loss incurred by the Customer regarding the provisions of this Article 8:
- a. MYLAPS is in no event liable for any lost profit, lost income, lost turnover, lost savings, reputational damage, consequential loss and loss caused by business interruption and other interruption incurred by the Customer; and
 - b. liability on the grounds of attributable breach of performance of this Article 8 arises only if the breach continues to exist after written notice of default by the Customer. The notice of default must be given immediately, setting a reasonable period of at least 14 days in which to undo the breach. The notice of default must set out as full and detailed a description of the breach as possible, to allow MYLAPS to respond adequately. This does not apply if it is permanently impossible to undo the breach; and
 - c. the liability is limited at all times to the amount paid under MYLAPS's insurance, whereby, if no amount is paid under the insurance or if the loss is not insured, the liability is limited to the amount already invoiced by MYLAPS under the Statement of Work, subject to a maximum of EUR 25,000 (twenty-five thousand euros) per event, a series of successive events being regarded as one event.
- 8.21 MYLAPS is liable for loss caused by or resulting from a Breach, including penalties imposed by supervisory authorities, only if and insofar as the Customer proves that the Breach is attributable to MYLAPS. If MYLAPS is liable for the loss referred to above, the limitations of liability set out in Article 8.18 apply in full.

Article 9. General Conditions

- 9.1 This Agreement, all follow-up agreements, addendums and Statements of Work and all activities of MYLAPS are governed by MYLAPS's General Conditions. A copy of MYLAPS's General Conditions is attached to the Statement of Work as an Appendix. By signing this Agreement, the Customer declares that it has received a copy of the General Conditions and that it accepts the applicability and the provisions of the General Conditions.

Article 10. Other provisions

- 10.1 If any provision of this Agreement proves to be invalid or unenforceable, the remaining provisions are interpreted as if that invalid or unenforceable provision had not been agreed on; that invalid or unenforceable provision is then deemed to have been replaced by a valid and enforceable provision that approximates the Parties' intention with the provision in question as closely as possible.
- 10.2 The undersigned declare that they are authorised to enter into this Agreement on behalf of the Party on whose behalf they are signing it and that all the formalities and conditions for lawful signature of this Agreement have been met, including any conditions of approval by specific bodies.

Article 11. Governing law and choice of forum

- 11.1 All legal relationships to which MYLAPS is a party and all wrongful acts in which MYLAPS is involved are governed exclusively by Dutch law, also if an obligation is performed in whole or in part abroad or if the party involved in the legal act is domiciled abroad. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
- 11.2 Disputes arising from this Agreement (including disputes regarding the existence and validity of this Agreement) will be settled exclusively by the competent court in the province of Noord-Holland, Haarlem location.

Annex 1

Subject matter	Categories of personal data	Nature and purpose	Duration
Participant	Name, address, email	Identification and contact for Event Information	Deleted on request of the participant.
Participant	Name, city, race results	Event Results	Deleted on request of the participant.
Participant	Name, city, race results, gender, age	Event Results with events who divide results into age and gender categories	Deleted on request of the participant.