GENERAL TERMS AND CONDITIONS FOR THE SOFTWARE LICENSE AND/OR SERVICE AGREEMENT FOR SNOOBI TECHNOLOGY B.V.

1) **DEFINITIONS**

In these general terms and conditions the following expressions have the following meaning:

a) Snoobi Technology: Snoobi Technology B.V., a private company with limited liability, having its registered office in the Netherlands. Business offices are in the Netherlands, registered in the Dutch trade register under file number 72508256 and in Finland, registered in the Finnish trade register under Y-tunnus 3185822-9. Hereafter named as 'Snoobi'.

b) The Snoobi name is registered as European Union Registered Trademark under # 007582562.

c) Authorized User: Customer's employee, representative, consultant, agent or contractor who (i) is authorized to use the Software pursuant to payment by Customer of the Subscription Fee for such user, (ii) is registered as authorized user in the administration of Snoobi and (iii) has been supplied a user ID and password by Snoobi, if applicable.

d) Business Day: any day which is not a Saturday, Sunday or public holiday in the country of residence.

e) Confidential Information: means all information provided by one party ("Discloser") to the other party ("Recipient") pursuant to an agreement, which is specifically designated by the Discloser as "confidential" (or which should be considered confidential by the parties) relating to the research, development, products, processes, trade secrets, business plans, customer, finances, and personnel data related to the business of Discloser. Confidential Information does not include any information (i) which has become publicly known through no wrongful act of the Recipient; (ii) which the Recipient developed independently, as evidenced by appropriate documentation; or (iii) which the Recipient becomes aware of from any third party not bound by non-disclosure obligations to the Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information.

f) Customer: any person or entity, which purchases and/or downloads, copies, installs or uses the Software or makes use of the Services, either directly or (in the case of an Authorized Distributor or Reseller), on behalf of the end-Customer.

g) Customer Data: data, including text, sound, video, image files or software that are provided to Snoobi by or on behalf of Customer.

h) Documentation: the documentation made available to Customer by Snoobi online via a web address, notified by Snoobi to Customer from time to time, which sets out a description of the Software and/or the Services and/or related user instructions.

i) Effective Date: the date mentioned on the Order Confirmation, or when no order is available, the date of first use of the Software by the Customer.

j) Free Trial: costless trial of Software, which shall only be applicable if expressly agreed by Parties.

k) Initial Subscription Term: the initial term of the agreement laid down in the Order Confirmation, starting at the Effective Date.

l) Normal Business Hours: Business Days from 9.00 am to 4.00 pm in the country of residence of the Customer.

m) Order Confirmation: the written confirmation from Snoobi Technology or its Authorized Distributors or Resellers to the Customer containing the agreements between Customer and Snoobi for use of the Software and/or the Services after the Free Trial Term, if applicable. Order Confirmations can be in the form of an e-mail conversation between authorized persons.

n) Parties: Snoobi, its Authorized Distributors or Resellers and Customer collectively.

o) Party: Snoobi, its Authorized Distributor or Reseller and Customer individually.

p) Renewal Period: the period automatically following an Initial Subscription Term, or earlier Renewal Period.

q) Service: service provided by Snoobi to Customer including support, consultancy and other services provided pursuant to an Order Confirmation.

r) Software: the online software (applications), such as Snoobi Analytics and related applications provided by Snoobi to Customer.

s) Software License: software license(s) of Snoobi as described in the Free Trial orders of Customer and/or the Order Confirmation(s).

t) Subscription Fee: the total sum of fees per subscription.

u) Terms: these general terms and conditions which apply to Order Confirmations.

v) Virus: a thing or device (including any software, code, file or program) which may:
   i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
   ii) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or
   iii) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

w) Definitions in the singular shall include the plural and vice versa.

2) GENERAL TERMS AND CONDITIONS

a) When Customer subscribes to the Software or for a Free Trial of the Software it unconditionally agrees to these Terms. Only these Terms apply to the relationship between Customer and Snoobi. Parties hereby explicitly waive the applicability of other general terms and conditions if not separately contractually agreed.

b) Parties may deviate from the Order Confirmation, provided such deviation is agreed upon in writing. Provisions in the Order Confirmation shall always prevail provisions in these Terms.

c) Snoobi is entitled to unilaterally amend the Terms. If Snoobi does so, it will notify Customer, either through user interfaces, in an email message, or through other reasonable means. Such amendment will come into effect within one (1) month after the notification is given. Within fourteen (14) days after receiving this notification, Customer needs to inform Snoobi if Customer does not agree to such amendment. Should Customer not agree to the amendment, the use of the specific Software and/or Service(s) affected by the amendment will end at the first day of the Renewal period after the notification has been received by Snoobi. The amendment will then not apply to the particular Customer. By continuing to access, use or receive any of the affected Software or Services, one (1) month after Snoobi notified Customer in the manner described above, Customer consents to the amended Terms.

3) USE OF SOFTWARE

a) Upon receipt by Customer of and in agreement with the Order Confirmation, Snoobi grants to Customer a limited, non-exclusive, non-transferable, non-sub licensable license to access and use the Software.

b) Snoobi will retain sole and exclusive ownership of all right, title and interest in and to the Software and all copies thereof, including any modifications, enhancements, new versions or derivatives. In addition, Snoobi owns all rights and title to any deliverables provided to Customer in connection with the Software or the Services and grants Customer a license to use and copy such deliverables solely in connection with its use of the Software and the Services.

c) Snoobi undertakes that the Software will work in accordance with the Order Confirmation and these Terms. Small deviations may occur for operational or security purposes.

d) Except for the warranties expressly given in these Terms and in the Order Confirmation, the Software licenses are provided "as is" without any further warranties as to the quality of the substance or the manufacture thereof. Snoobi disclaims (a) any warranty that the Software (i) shall be merchantable, (ii) is fit for any particular purpose, or (iii) does not infringe the intellectual property rights of third parties; (b) any other warranties with respect to the Software, express or implied, except as expressly stated in the Order Confirmation; and (c) any warranties in respect of the formulation, composition, use or distribution of the Software or in respect of the marketing or sale of the Software to third parties.

e) Notwithstanding the foregoing, Snoobi:
   i) does not warrant that Customer's use of the Software will be uninterrupted or error-free; nor that the Software, Services, Documentation and/or the information obtained by Customer through the Services will meet Customer's requirements;
   ii) is not responsible for the malfunctioning of third party software which be may linked to the Software to provide additional functionality.

f) The following additional terms apply to Customer's use of, or access to, the Software:
   i) Customer may change the Authorized User(s) by replacing Authorized Users who are no longer employed by Customer or whose job function has changed and no longer needs to use the Software;
   ii) it is the Customer's sole responsibility that only Authorized Users have access to the data collected by Snoobi on behalf of the Customer;
   iii) except as otherwise provided herein, Customer agrees to immediately notify Snoobi of any unauthorized use of Customer's account or any other breach of security known to Customer;

g) Customer shall use the Software for the purpose for which it was designed by Snoobi and may not use the Software:
   i) in a way prohibited by law, regulation, governmental order or decree;
   ii) to violate the rights of others;
   iii) to try to gain unauthorized access to or disrupt any service, device, data, account or network;
   iv) to spam or distribute malware;
   v) in a way that could harm the Software or impair anyone else's use of it; or
   vi) in any application or situation where failure of the Software could lead to the death or serious bodily injury of any person or severe physical or environmental damage.

h) Customer is solely responsible for maintaining the confidentiality of any non-public authentication credentials associated with its use of the Software and/or the Services. Customer must promptly notify Snoobi about any possible misuse of user accounts of Snoobi or authentication credentials or any security incident related to the Software.

i) Unless approved by Snoobi, Customer must comply and may not work around any technical limitations in the Software that only allows the Customer to use it in certain ways.

4) SERVICE
   a) Service provided by Snoobi will be agreed upon in an Order Confirmation between an Authorized Partner, Distributor or Reseller of Snoobi and will be subject to agreements contained in the Order Confirmation and in these Terms.

b) Snoobi makes reasonable efforts and performs its duties and obligations with appropriate care, in a professional and ethical manner and in accordance with the Order Confirmation. Snoobi shall be entitled to engage subcontractors, for any part of the Services, as it may deem necessary or desirable.

c) Customer shall:
   i) promptly and fully respond to all communications of Snoobi, it's Authorized Partner, Distributor or Reseller relating to the provision of the Services and liaise with Snoobi on matters relevant to the provision of the Services;
   ii) provide Snoobi such access to Customer's information, records and other materials as Snoobi may require in connection with or to provide the Services;
   iii) assume responsibility for complying with all laws and regulations in connection with the Services; and
   iv) provide to Snoobi all co-operation in all matters required for the performance of Snoobi's obligations under the Order Confirmation.

d) Snoobi warrants that, on the date of provision of the Service, and for a period of at least 90 days after each such delivery, the Services shall:
   i) be in accordance with the Order Confirmation; and
   ii) be provided in a professional and workmanlike manner.

e) Complaints about the Services shall be made in writing and must be received by Snoobi not later than 30 days after the date of delivery in respect of all other defects or non-conformities to the Order Confirmation.

f) Except to the extent required for testing purposes, the use or processing of Service shall be deemed to be an unconditional acceptance of the Services and a waiver of all claims in respect of such Services. If no notice of defects or non-conformity to the Specifications has been received by Snoobi within 30 days, the Services shall be deemed to be accepted by Customer.

g) A defect or non-conformity in parts of the Services does not entitle Customer to reject the delivery of the Services entirely.

h) Upon receipt of a notice of defect or non-conformity, Snoobi is entitled to suspend subsequent deliveries until the complaints are established to be unfounded or refuted or until the defect or non-conformity has been remedied adequately. Such notice, if any, shall not affect Customer's obligation to pay the invoice for the Services timely.

5) SERVICE: PRICING AND INVOICING
   a) Snoobi shall provide Customer with an invoice for the Services in accordance with the agreements in the Order Confirmation, either directly or through an Authorized Partner, Distributor or Reseller.

6) PAYMENT AND PRICING
   a) Customer shall pay each invoice with regard to Software and/or Services within 30 days after the invoice date.
   b) If Snoobi has not received payment within 30 days after the due date:
      i) Snoobi may, without liability to Customer, disable Customer's account and access to all or part of the Software and/or the Services and Snoobi shall be under no obligation to provide any or all of the Software or Services while the invoice(s) concerned remain unpaid; and
      ii) The amounts then due and payable shall be increased by the higher of the statutory commercial interest over the period from the date of invoice to the date of payment in full, without prior notice being required. In addition, all amounts due by Customer to Snoobi for any reason, shall become payable at once. Snoobi shall be entitled to charge Customer for administrative costs relating to non-payment, with a minimum of 100,00 EUR.
   c) In case of non-payment by Customer it shall be directly in default without Snoobi having to send Customer a notice of default.

d) Customer shall not be entitled to assert any credit, set-off or counterclaim against Snoobi in order to justify withholding payment of any amounts due under the Order Confirmation and the Terms (whether in whole or in part).

e) Yearly on January 1, Snoobi shall be entitled to increase the Subscription Fees, the fees payable and fees for Services which increase will be notified by Snoobi to Customer at least 60 days before the Renewal Period.

7) CHANGE OF SOFTWARE OR SERVICES

a) Snoobi continuously works to improve its Software and Services and may change them at any time without notice to Customer. From time to time Snoobi may stop providing portions of the Software or the Service, for example, in case it is no longer feasible or practical for Snoobi to provide the Software or the Service, the technology changes, customer feedback indicates a change is needed, Snoobi's agreements with third parties no longer permits Snoobi to make their material available or external issues arise that make it imprudent or impractical to continue to provide the Software or the Services.

8) CUSTOMER DATA

a) Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Snoobi to provide use of the Software and/or the Services to Customer without violating Customer's policies or the rights of any third party. Customer shall own all rights, title and interest in and to all of Customer Data and shall have sole responsibility for the legality of Customer Data.

b) Snoobi is committed to helping protect the security of Customer Data and Snoobi will strive to keep the Software up and running. Snoobi maintains regular backups of Customer Data to prevent loss caused by occasional disruptions and outages of Software. However Snoobi is not liable for any disruption or loss Customer may suffer as a result from backup data not being available.

c) The use of data collected by Snoobi from the website(s) and/or domains from Customer is subject to the Data Provider Agreement which comes into force at the first use of Customer of the Software.

9) THIRD PARTY PROVIDERS

a) Customer acknowledges that the Software and/or Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Snoobi makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by Customer, with any such third party other than stated in the Order Confirmation. Any contract otherwise entered into and any transaction completed via any third-party website is between Customer and the relevant third party, and not Snoobi. Snoobi recommends that Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Snoobi does not endorse or approve any third-party website other than stated on the Order Confirmation nor the content of any of the third-party website made available via the Software and/or Services.

10) SNOOBI TECHNOLOGY'S RIGHTS AND OBLIGATIONS

a) Snoobi is not responsible for any non-conformance of the Software and/or the Services which is caused by use of the Software and/or the Services contrary to the instructions of Snoobi or modifications or alterations of the Software and/or the Services by any party other than Snoobi or Snoobi's duly Authorized Partners, Distributors, Resellers or contractors.

b) The Order Confirmation and these Terms shall not prevent Snoobi from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Order Confirmation.

c) Snoobi warrants that it has and will maintain all necessary licences, certificates, consents, and permissions necessary for the performance of its obligations under the Order Confirmation and the Terms.

d) Snoobi or its authorized representatives shall have the right to audit and inspect Customers' utilization of the Software, for the sole purpose of verifying compliance with the terms of the Order Confirmation and these Terms.

11) CUSTOMER'S OBLIGATIONS

a) Customer shall:
  i) provide Snoobi with all necessary cooperation in relation to the Order Confirmation and the Terms;
  ii) comply with all applicable laws and regulations with respect to its activities under the Order Confirmation and the Terms;
  iii) carry out all other Customer responsibilities deriving from the Order Confirmation and the Terms in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance as agreed by Parties, Snoobi may adjust any agreed timetable or delivery schedule as reasonably necessary;
  iv) ensure that its network and systems comply with the relevant specifications provided by Snoobi from time to time; and

b) Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Software and/or Services that:
  i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  ii) facilitates illegal activity;
  iii) depicts sexually explicit images; or
  iv) causes damage or injury to any person or property.

c) Customer shall not:
  i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;
  ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
  iii) access all or any part of the Software, Services and Documentation in order to build a product or service which competes with the Software, Services and/or the Documentation;
  iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software, the Services and/or Documentation available to any third party except the Authorized Users;
  v) attempt to obtain, or assist third parties in obtaining, access to the Software, Services or Documentation, other than as provided under this clause.

d) Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software, Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Snoobi.

e) Snoobi reserves the right, without liability to Customer, to disable Customer's access to any material that breaches the provisions of this clause.

12) TERM AND TERMINATION

a) The agreement between Parties as laid down in the Order Confirmation shall, unless otherwise terminated as provided in this clause, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods as agreed on the Order Confirmation, unless:

i)   either Party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case the agreement between Parties shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

ii)   otherwise terminated in accordance with the provisions of these Terms;

b)   Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate the agreement laid down in the Order Confirmation with the other Party without liability to the other if:

i)   the other Party commits a material breach of any of the terms of the Order Confirmation or these Terms and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach;

ii)   an order is made or a resolution is passed for the winding up of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other Party;

iii)   a receiver is appointed of any of the other Party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party, or if any other person takes possession of or sells the other Party's assets;

iv)   the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;

v)   the other Party ceases, or threatens to cease, to trade;

vi)   the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

c)   On termination of the agreement laid down in the Order Confirmation for any reason:

i)   all licences granted under the Order Confirmation shall immediately terminate;

ii)   each Party shall make no further use of any software, equipment, property, Documentation and other items (and all copies of them) belonging to the other Party;

iii)   if the agreement laid down in the Order Confirmation is terminated, Snoobi will delete Customer Data or will otherwise disable Customer's access to such Customer Data according to Snoobi's policies for Customer Date Retention. Snoobi is under no obligation to notify Customer or return Customer Data to Customer.

iv)   the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

d)   Customer may cancel the agreement at any time during the Free Trial Term. A cancellation will be effective at immediately but at the latest at the conclusion of the Free Trial Term.

e)   In case Customer violates the Order Confirmation and the Terms, is ineligible to enter into it, or Snoobi suspects fraud, Snoobi may:

i)   remove Customer Data from its Software or Services and/or disable the access of Customer to such Customer Data;

ii)   suspend or cancel Customer's access to the Software or the Services;

iii)   refer such activity to appropriate authorities;

iv)   pursue its remedies under applicable law; or

v)   take any combination of these actions.

vi)   Customer Data that is deleted may be irretrievable.

13)   INTELLECTUAL PROPERTY

a)   Customer acknowledges and agrees that Snoobi and/or its licensors own all intellectual property rights in the Software, the Services and the Documentation. Except as expressly stated herein, the Order Confirmation does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

b)   Snoobi confirms that it has all the rights in relation to the Software, the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Order Confirmation.

14)   INDEMNIFICATION

a)   Customer shall defend, indemnify and hold harmless Snoobi against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Customer's use of the Software, the Services and/or Documentation, provided that:

i)   Customer is given prompt notice of any such claim;

ii)   Snoobi provides reasonable co-operation to Customer in the defence and settlement of such claim, at Customer's expense; and

iii)   Customer is given sole authority to defend or settle the claim.

b)   Snoobi shall defend Customer, its officers, directors and employees against any claim that the Software, the Services or Documentation infringes any patent, copyright, trade secret or any other proprietary right of any third party, and shall indemnify Customer for any amounts awarded against Customer in judgment or settlement of such claims, provided that:

i)   Snoobi is given prompt notice of any such claim;

ii)   Customer provides reasonable co-operation to Snoobi in the defence and settlement of such claim, at the Snoobi's expense; and

iii)   Snoobi is given sole authority to defend or settle the claim.

c)   In the defence or settlement of any claim, Snoobi may procure the right for Customer to continue using the Software, the Services and/or the Documentation, replace or modify those so that they become non-infringing or, if such remedies are not reasonably available, terminate the agreement laid down in the Order Confirmation on 2 Business Days notice to Customer without any additional liability or obligation to pay liquidated damages or other additional costs to Customer.

d)   In no event shall Snoobi, its employees, agents and sub-contractors be liable to Customer to the extend that the alleged infringement is based on:

i)   a modification of the Software, the Services or Documentation by anyone other than Snoobi; or

ii)   Customer's use of the Software, the Services or Documentation in a manner contrary to the instructions given to Customer by Snoobi; or

iii)   Customer's use of the Software, Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

e)   The foregoing states Customer's sole and exclusive rights and remedies, and Snoobi's (including the Snoobi's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

15)   LIMITATION OF LIABILITY

a)   If Snoobi breaches the Order Confirmation or these Terms or if Customer has any basis for recovering damages despite the limitations in the Order Confirmation and the Terms, Customer agrees that its exclusive remedy is to recover from Snoobi direct damages up to the

amount paid out under the Snoobi's liability insurance policy in the matter concerned, and if no payment from the insurance policy can be received, liability of Snoobi is limited up to the amount paid by Customer for the most recent payment period for the Snoobi service involved, with an limitation period of 1 year to recover damages.

b) To the extend permitted by applicable law, whatever the legal basis for the claim, Customer cannot recover any other damages or losses, including, without limitation consequential, lost profits, special, indirect, incidental or punitive damages.

c) These limitations and exclusions apply even if this remedy does not fully compensate Customer for any losses or fails of its essential purpose or if Snoobi knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to the Order Confirmation and the Terms such as: (i) loss of Customer Data; (ii) any Virus affection; (iii) delays or failures in starting or completing transmissions or transactions; (iv) claims for breach of contract, warranty, guarantee or condition; (v) strict liability, negligence, misrepresentation, omission, trespass, or other tort; (vi) violation of regulation.

16) FORCE MAJEURE

a) Snoobi shall have no liability to Customer under the Order Confirmation if it is prevented from or delayed in performing its obligations under any Order Confirmation, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Snoobi or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Snoobi uses all reasonable effort to notify Customer of such an event and its expected duration.

17) CONFIDENTIALITY

a) Each party ("Receiving Party") acknowledges that the other party's ("Disclosing Party") Confidential Information constitutes valuable trade secrets and the Receiving Party agrees that it shall use the Disclosing Party's Confidential Information solely in accordance with the provisions of the Order Confirmation and these Terms and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent. The Receiving Party agrees to use the same efforts, but not less than commercially reasonable efforts, to protect the Disclosing Party's Confidential Information from unauthorized use and disclosure as the Receiving Party takes with respect to its own similar confidential information. The Receiving Party may disclose the Disclosing Party's Confidential Information if required to be disclosed by order of a court or other governmental entity, provided that the Receiving Party promptly notifies the Disclosing Party and assists the Disclosing Party in resisting or limiting such disclosure. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Order Confirmation.

b) Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Order Confirmation or these Terms.

c) Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

d) Customer acknowledges that details of the Software, the Services, the Documentation and the results of any performance tests of the Software and the Services, constitute the Snoobi's Confidential Information.

e) Snoobi acknowledges that Customer Data is the Confidential Information of Customer.

f) Any infringement by Customer of its obligations under this clause will entitle Snoobi to claim payment of a EUR 5000,00 lump sum, without prejudice to Snoobi's right to claim higher damages if Snoobi can prove the existence of such higher damages.

g) Snoobi may list Customer's name in Snoobi's materials and may otherwise inform third parties that Customer is a customer that uses the Software and/or Services. No details about usage will be provided by Snoobi to any third party without explicit approval by Customer.

18) MISCELLANEOUS

a) Any waiver, amendment or modification of the Order Confirmation will be effective only if made in writing and signed by the Parties. No failure or delay by either Party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof in the future.

b) Customer may not assign the Order Confirmation and accompanying Terms or transfer any rights to use the Software and/or the Services without prior approval by Snoobi.

c) Snoobi may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Order Confirmation and the accompanying Terms, providing notice to Customer 30 days in advance.

d) If any provision in the Order Confirmation or these Terms is found to be invalid or unenforceable in any respect in any jurisdiction:

   i) the validity or enforceability of such provision shall not in any way be affected in respect of any other jurisdiction and the validity and enforceability of the remaining provisions shall not be affected, unless the Order Confirmation and accompanying Terms reasonably fail in their essential purpose; and

   ii) the Parties shall substitute such provision by a valid and enforceable provision approximating to the greatest extent possible the essential purpose of the invalid or unenforceable provision.

e) The Order Confirmation and these Terms do not confer any rights on any person or party other than the Parties.

f) Snoobi may provide Customer with information and notices about the Software, the Services and/or the Documentation electronically, including via email, through the portal of the Software and/or the Services or through a web site that Snoobi identifies. Notice is given as of the date it is made available by Snoobi. Customer's access and use of the Software and/or Services operates as Customer's consent to these practices.

g) This clause 18 and clauses 17, 15 and 14 will survive any termination or cancellation of the agreement laid down in the Order Confirmation.

19) GOVERNING LAW AND JURISDICTION

a) The Order Confirmation and these Terms are governed by the laws of the Netherlands and the European Union.

b) Any disputes arising out of or in connection with the Order Confirmation or these shall exclusively be referred to the competent courts of Amsterdam, The Netherlands.