TERMS AND CONDITIONS

1. **LICENSE**

   Subject to Client's continuous compliance with the terms and conditions of this Agreement, including the Use Restrictions (as described below), Company grants Client a non-exclusive, revocable license to use the Software to: (i) analyze, use, reproduce, distribute, transmit, display, solely on and through the Service.

2. **DELIVERY**

   Company will make the Service available to Client electronically through the INQQA Software ("Software").

3. **OWNERSHIP**

   Client expressly acknowledges that Company owns all worldwide right, title and interest in and to the Software. Any and all rights not specifically granted herein to Client are reserved by Company.

4. **PRIVACY POLICY**

   The Company guarantees full privacy of the information provided by Client within technical reasonability and feasibility and commits to never share this information with third parties without seeking explicit permission from Client. Company responds to notices of alleged copyright infringement and terminate accounts of repeat infringers accordingly.

5. **RESTRICTIONS AND RESPONSIBILITIES**

   Client license to use the Software as provided herein is expressly contingent upon Client's compliance at all times with the following terms and conditions ("Use Restrictions"):

   5.1 The Client will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or Software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services or Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to Software that is distributed or provided to Client for use on Client premises or devices, Company hereby grants Client a non-exclusive, non-transferable, non-sub-licensable license to use such Software during the Term only in connection with the Services.

   5.2 Client hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Client's use of Services. Although Company has no obligation to monitor Client's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing, unless it may be interfering with the regular use of business of the Client.

   5.3 The Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

   Client shall also be responsible for maintaining the security of the Equipment, the Client account, passwords (including but not limited to administrative and user passwords) and files and for all uses of the Client account or the Equipment with or without the Client's knowledge or consent. All costs incurred by Company to facilitate for changes in Client's software or equipment will be reimbursed by Client.

5.4 No redistribution: Unless expressly authorized by Company, Client may not distribute, sublicense, lease, rent or re-syndicate the Software on a stand-alone basis, or display or perform the Software anywhere except on Client's Service. Client may not authorize any third parties to do anything that would violate these Use Restrictions.

5.5 No conflicting uses: Client may not use the Software to replicate, frame or mirror the services offered by the Company. Except with the prior written consent of Company, Client may not engage, directly or indirectly, in any business activity, if such business activity conflicts with, or places Client in a conflicting position to that of Company or the services of the Company or Software, or is specifically intended to purposefully divert and/or drive traffic away from the services of the Company or Software.

5.6 No interference. Client will not attempt to interfere with or disrupt the Services or attempt to gain access to any systems or networks that connect thereto (except as required to access and use the Software). Client may not use or access the Software for purposes of monitoring its or the Company Service's availability, performance or functionality, or for any other benchmarking or competitive purposes. Client may not (or attempt to) interfere, disrupt or disable any features or functionality that is embedded or included with the Software.

5.7 Compliance. Client must comply with all laws, statutes, ordinances and regulations that are applicable to Client provision of Software to Client end users and other activities under this Agreement.

5.8 Representations. Client represents and warrants that Client has the necessary power and authority to enter into this Agreement and to perform the obligations hereunder and to grant all of the rights granted under this Agreement.

6   CONFIDENTIALITY; PROPRIETARY RIGHTS

a. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Client includes non-public data provided by Client to Company to enable the provision of the Services ("Client Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

b. Client shall own all right, title and interest in and to the Client Data, as well as any data that is based on or derived from the Client Data and provided to the Client as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning the Client Data and data derived therefrom), and the Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form

in connection with its business, subject to approval of the Client. No rights or licenses are granted except as expressly set forth herein.

7 PAYMENT OF FEES

a. The Client will pay the Company the then applicable fees for the Services in accordance with the terms therein (the "Fees"), as indicated in the accompanying proposal. The Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Term or then-current renewal term, upon thirty (30) days prior notice to the Client (which may be sent by email).
If the Client believes that the Company has billed incorrectly, the Client must contact the Company no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Company's Client support department.

b. The Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 2.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. The Client shall be responsible for all taxes associated with Services.

c. A valid international banking (SWIFT/IBAN enabled) account is required for paying accounts.

d. All fees are exclusive of all taxes, levies, or duties imposed by taxing or banking authorities, and Client shall be responsible for payment of all such taxes, levies, or duties.

e. The Company will not be liable to Client or to any third party for any modifications, price changes, or suspension or discontinuation of the Software or Services provided by the Company.

8 TERM AND TERMINATION

8.1 Subject to earlier termination as provided below, this Agreement is for the Term and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

8.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. The Client will pay in full for the Services up to and including the last day on which the Services are provided.

8.3 Upon any termination, the Company will make all Client Data available to the Client for electronic retrieval for a period of thirty (30) days, but thereafter the Company is obligated to delete stored Client Data, unless agreed in writing by the Client. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

9 WARRANTY AND DISCLAIMER

The Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner.
Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by the Company or by third-party providers, or because of other causes beyond the Company's reasonable control, but the Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. Except as expressly set forth in this section, the Services are provided "as is" and Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

The Company disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement, and any warranties or conditions arising out of course of dealing or usage of trade. The Company is not responsible or liable (and makes no representation or warranty) for the accuracy, completeness, legality, reliability, or availability of the Client Data.

10   INDEMNITY

Company shall hold the Client harmless from liability to third parties resulting from infringement by the Service of any European patent or any copyright or misappropriation of any trade secret, provided the Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; the Company will not be responsible for any settlement it does not approve in writing.

The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by the Company, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified after delivery by the Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where the Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where the Client's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by the Company to be infringing, the Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for the Client a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Client's rights hereunder and provide the Client a refund of any prepaid, unused fees for the Service.

11   LIMITATION OF LIABILITY

Notwithstanding anything to the contrary, except for bodily injury of a person, company and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (a) for error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (b) for any indirect, exemplary, incidental, special or consequential damages; (c) for any matter beyond Company's reasonable control; or (d) for any amounts that, together with amounts associated with all other claims, exceed the fees paid by Client to Company for the services under this agreement in the 12 months prior to the act that gave rise to the liability, in each case, whether or not Company has been advised of the possibility of such damages.

12   MISCELLANEOUS

This Agreement will be governed by and construed in accordance with the laws of The Netherlands. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in Amsterdam, the Netherlands and Client hereby irrevocably consent to the jurisdiction and venue therein. If any action is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

Client may not assign this Agreement, in whole or in part, by operation of law or otherwise, without Company's express prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties.

The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

The waiver of any breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same other provisions hereof. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law. This Agreement constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Client except with Company's prior written consent. The Company may transfer and assign any of its rights and obligations under this Agreement without consent. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if ly delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.