



AppVentures Trading B.V.

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TERMS AND CONDITIONS

These general terms and conditions ("Agreement") apply to the usage of the software and the data services offered through the Software "Company.info for Salesforce". By accessing or using the Data service and/or the Software you agree to be bound by this Agreement. If you disagree with any part of this Agreement, you may not access the Data service and/or Software.

1. Definitions.

1.1 "Authorized User" means the qualified employees of Customer authorized to access the Software.

1.2 "Software" means the particular AppVentures application service, data, tool, software or other product and related subscription services, the Company.info services, including any accompanying materials or related documents. AppVentures may from time to time and at its sole discretion make commercially reasonable changes to the Software and/or the Company.info services.

1.3 "Data services" means all services from Company.info distributed by AppVentures to Customer through the Software.

1.4 "Customer Content" means all content, data, material, or information that Customer provides to AppVentures in connection with the Agreement, including, without limitation, email campaigns, internet protocol (IP) addresses, and domains.

1.5 "Defect" means all substantial failures in the Software that prevent the Software from functioning substantially in accordance with the accompanying Documentation. The lack of certain functionality in a new Software Upgrade and/or Update that was present in an earlier Upgrade and/or Update is not considered to be a Defect.

1.6 "License Parameter" means Customer's permitted scope of use for the



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Software, including any limit or requirement set forth on the applicable Order Form.

1.7 “Order” means the order by Customer that has been accepted by AppVentures via a signed document or automated process stating e.g. the number of licenses, prices, type of license, and functionality. An Order forms an integral part of the Agreement.

1.8 “Update” (maintenance release) means a version of the Software in which a minor adjustment or a solution to a Defect or an enhancement is made.

1.9 “Upgrade” (release) means a version of the Software in which an important change in the functionality and/or technology is made.

2. Scope of Use and Restrictions.

2.1 Scope of Use. Any license granted to Customer pursuant to the Agreement shall be: (i) set forth in an Order; (ii) subject to Customer's timely payment of applicable fees; and (iii) unless otherwise permitted under an applicable Order, limited in scope to use by Customer and its wholly owned corporate subsidiaries while such total ownership exists (“Subsidiaries”). Without Order Customer is entitled to use the software for demonstration purposes only for a limited period of time and AppVentures has the right to end such use immediately.

2.2 Right of use. AppVentures grants Customer for the duration of this Agreement the nonexclusive right and the non-exclusive license to use the Software in accordance with the provisions in this Agreement for its own business purposes and to install the Software or have it installed for this purpose on one Customer's Salesforce production org environment and on other non-production environment related to the production org environment. Customer deems it necessary as long as such installment on a non-production environment is done to maintain the Customer's production environment. The Customer is not permitted to have the

Software used by or on behalf of any other person or legal entity. The right of use also includes the right to use the documentation.

2.3 Misuse of Products/Services. Customer shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the AppVentures Software or any part thereof in any way, except as expressly permitted under section 2.2 or an applicable Order form; (ii) use the Software to send or store material containing software viruses, worms, Trojan horses, or other harmful computer code; (iii) interfere with or disrupt the integrity or performance of the Software or the data contained therein; (iv) attempt to gain unauthorized access to the Software or their related systems or networks; (v) modify or make derivative works based on the Software, or any other technology provided by AppVentures or reverse engineer, decompile, or disassemble the Software or any other programs, techniques, processes, methods, know-how, or other technology provided by AppVentures; (vi) misrepresent that nature or scope of any Software provided hereunder; (vii) access or use the Software and (a) build a competitive product or service, (b) build a product using similar ideas, features, functions, or graphics of the Software, or (c) copy any ideas, features, functions, or graphics of the Software; or (viii) aid or permit others to do any of the foregoing. Customer shall only use the Data Services in the normal course of its business and shall not re-circulate, multiply, sell, or issue the information included in the Data Services. Customer is not allowed to (i) resell prepaid services; (ii) Use the Data Services for purposes other than those described in the Agreement; (iii) Customer is not permitted to collect or consult data in a manner that can be regarded as repeated and systematic retrieval with the aim of reconstructing the entire database or a substantial part of the database as referred to in the Database Act for the purpose of exploitation by the Customer; (iv) Customer guarantees that it will comply with all relevant Dutch and

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international (privacy) laws and regulations when using the Software and the information obtained from the Data Services. Customer indemnifies AppVentures against all claims from third parties in this respect and compensates all damage suffered by AppVentures as a result of such claims, including the costs actually incurred for legal assistance. AppVentures is entitled to suspend its obligations under this Agreement and thereby the working of the Software or end the Agreement.

2.4 Availability of Data Services.

AppVentures relies on Company.info and third-party data providers to provide the Data Services and is not responsible in any way for the Data Services and the availability thereof.

2.5 Account Activity. Customer shall be solely responsible for all activity by Customer and its authorized agents occurring under its accounts and shall notify AppVentures of and use reasonable efforts to stop any unauthorized use of any password or account or any other known or suspected breach of security.

2.6 Notification of Known Conditions.

Customer shall provide prompt written notification to AppVentures of any known conditions that could reasonably affect the performance of the Software in a material, adverse manner, including, without limitation, problems with its Salesforce environments on which Software has been installed.

2.7 License to Customer Content.

Customer hereby grants AppVentures an irrevocable, perpetual, transferable, non-exclusive, royalty-free, worldwide license to perform all such acts with respect to the Customer Content as necessary for AppVentures to provide, operate, improve, and/or test the Software.

2.8 License to Feedback, Suggestions, or Recommendations.

Customer hereby grants AppVentures an unlimited, irrevocable, perpetual, transferable, non

exclusive, royalty-free, worldwide license to use and/or incorporate into the Software any feedback, suggestions and/or recommendations provided to AppVentures by Customer.

3. Maintenance and support

3.1 Meaning. For the purpose of this Agreement the term 'Maintenance Services' means (I) Support as described in section 3.2 and (II) Maintenance as described in section 3.3, subject to the exceptions described in section 3.4. All Maintenance services will be performed on working days between 09.00 a.m. and 05.00 p.m Central European Time. Support and maintenance with regard to the Data services will be provided by the Data Service provider Company.info.

3.2 Support. "Support (Services)" means the provision of telephonic, written, and/or electronic helpdesk support relating to the use and functioning of the Software. When Customer requests Support, Customer needs to contact Company.info through their support channels and provide AppVentures via Company.info's support channels access to the Software installed on applicable Customer's Salesforce environments on AppVentures's request. Only designated Customer employees can request Support. In case the services delivered to Customer do not fall within the Support range, AppVentures is entitled to invoice the Support offered against a fee in accordance with the standard hourly rates of AppVentures and Customer is obligated to pay such invoice.

3.3 Maintenance. Maintenance includes:
a. the tracing and repairing, with commercially reasonable efforts, of all Defects in the Software the Customer has reported to AppVentures in accordance with this Agreement. b. the provision of Software Updates and/or Upgrades at the sole discretion of AppVentures. Updates and/or Upgrades can be provided via push upgrades at the sole discretion of AppVentures. In an Update and/or Upgrade AppVentures may duplicate the functionality from the previous Software Updates and/or Upgrades without change. A new Update and/or Upgrade

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can have the same, more or less functionality as the previous Software Updates and/or Upgrades. AppVentures has the right to immediately remove, add or change the functionality of the Software in case of amongst others, security issues, compatibility issues with Data services provided by third-party data providers, compliance with law, or other issues AppVentures assumes relevant. AppVentures is not obligated to provide for backward compatibility of an Update, Upgrade or other change and is not obligated to provide for migration scripts if an Upgrade and/or Update and/or change is not backward compatible. AppVentures will inform Customer 2 months before the release date if a Software Update and/or Upgrade is not backward compatible. AppVentures may require that the Licensee adapts his computer system to new system requirements set by AppVentures due to increased functionality or increased requirements of Software Updates or Upgrades. If Customer fails to comply with these new system requirements, AppVentures is not in any way liable for any ensuing loss or damages. Maintenance Services will, as much as possible, be performed online and remotely. Customer is responsible for realizing a data connection with AppVentures in his computer system by granting AppVentures access to the installed Software. AppVentures reserves the right to suspend Maintenance services if it can reasonably be determined that the data connection does not meet the necessary technical and safety requirements set by AppVentures. AppVentures is not obliged to provide Maintenance Services, including Maintenance Services relating to errors and/ or Defects, resulting from: a. modifications to the Software, of any nature, that were not made by or on behalf of AppVentures; b. use of the Software by or on behalf of Customer in a manner or in combination with other software or hardware that is not described in the accompanying documentation or is otherwise not permitted; c. intentional incorrect use of the Software, whether or

not by Customer; d. defects, hidden risks (such as viruses, worms, Trojan horses, logic bombs, etc.) or errors in software not originating with AppVentures, hardware, communication equipment, peripherals or other equipment belonging to Customer or a third party, or failure on the part of Customer to have this equipment and/or software maintained on a regular basis; AppVentures will use commercially reasonable efforts to remedy the Defects Customer has reported. AppVentures reserves the right to set priorities in remedying the Defects on the basis of their seriousness and consequences of the Defects for the entire data file. Depending on the seriousness of the Defect AppVentures is entitled, at its sole discretion, to resolve the reported Defect by offering Customer a repair option or workaround. Customer will provide every assistance to AppVentures's investigation of the Defect, including ceasing the use of the Software in question at the request of the AppVentures in order to enable AppVentures to analyze and repair the Defect. If Customer fails to provide this assistance, AppVentures will not be obliged to further investigate or remedy the Defect. e. data entry errors or errors related to data used by Customer. If AppVentures nevertheless, at its sole discretion, decides to perform this work at the request of Customer, Customer must pay AppVentures a fee in accordance with its standard fee's. If a Defect is noted Customer must notify AppVentures forthwith and provide AppVentures with all system environment and other relevant information relating to the Defect in order to enable AppVentures to isolate, reproduce and resolve the Defect. Within three (3) working days after Customer has reported a Defect in such sufficient detail that AppVentures is able to reproduce the Defect, AppVentures will give Customer an initial response to the Defect. This response may consist of a preliminary analysis or, where available, the provision of a (known) workaround. Customers will be informed of maintenance done by Company.info to the Data Services within 2 Dutch business days by Company.info itself.



3.4 Exceptions. Maintenance Services do not include: a. services in respect of system configurations, hardware and networks; b. structural work such as defining layouts, overviews and connections to third party software; c. on-site support; d. the on request of Customer adjusted and/or extended configuration (of the system). e. file conversions; f. services with respect to external databases of third parties; g. installation, configuration, training or other services not expressly described in this Agreement; h. maintenance or support for software supplied by AppVentures other than the Software and/or for (operating) software of producers other than AppVentures; i. maintenance or support for hardware; j. file repairs, of which the cause of damage cannot be attributed to AppVentures's Software; k. the maintenance on other products than the Software that are put on the market by or on behalf of AppVentures; l. reproduction of corrupted or lost data. m. maintenance and/or support for Software, in a different country than the country in which the software was acquired. If AppVentures nevertheless, at its sole discretion, decides to perform this work at the request of Customer, Customer must pay AppVentures a fee in accordance with the standard tariffs applicable at the time, in addition to the subscription fee.

4. Term and Termination

4.1 Term. The initial term of this Agreement (the "Term") is three years from Effective Date as mentioned on the Agreement or Order with automatic renewals for additional one (1) year periods, unless terminated in writing 3 months before the then applicable term and will remain in full force and effect unless terminated as provided for in the Agreement. If the Order mentions a different Term, the Term mentioned on the Order prevails.

4.2 Termination. In addition to any other termination provisions herein, the Agreement apply may be terminated by either Party upon written notice if the

other Party (a) breaches any material term or condition of the Agreement and fails to remedy the breach within thirty (30) days after being given written notice thereof, or (b) ceases to function as a going concern or is subject to insolvency proceedings that are not dismissed within sixty (60) days. AppVentures may terminate the Agreement for Customer's failure to pay any overdue amount to AppVentures hereunder within thirty (30) days from the notice date of any written notice demanding payment. If third party Data providers end their agreement with AppVentures, AppVentures is entitled to change the conditions of this Agreement or end the Agreement. If Customer does not agree to the changed conditions Customer may end the Agreement.

4.3 Effect of Termination. Upon termination for any reason, Customer shall: (a) immediately cease all use of the AppVentures Software for which the subscription is terminated; (b) promptly destroy from its available online storage and computer systems; and (c) upon request, certify in writing Customer's compliance with this Section to AppVentures. Without limiting any of AppVentures's rights AppVentures shall have the option, in its sole discretion, to withhold for the purposes of setoff any moneys due to Customer under the Agreement up to any amounts due and owing to AppVentures in connection with the Agreement. Obligations which by their nature are intended to continue after termination of the Agreement will continue to apply after the end of the Agreement.

5. Professional Services.

Customer may hire AppVentures to provide professional services to Customer. The "Nederland ICT Voorwaarden" as filed at the Chamber of Commerce will be applicable for the provision of professional services by AppVentures and for any other matter not covered in any Agreement between Customer and AppVentures.



6. Data Processing

6.1 AppVentures. In the context of Data Services, AppVentures discloses and supplies various data from Company.info. This may concern (company) data that can be traced to a natural person. This data is disclosed and supplied to the Customer without any processing and/or enrichment.

6.2 Customer. The Customer is responsible for the use of the Data Services and the processing of personal data in that context. The Customer guarantees that its use of the Data Services complies with the applicable laws and regulations (including the General Data Protection Regulation) and indemnifies AppVentures against claims from third parties in this regard.

6.3 Monitoring. For the implementation of the Agreement, AppVentures or Company.info may keep track of the use of the Data Services and/or Software. This includes, among other things; personal data provided by Customer to enable AppVentures and Company.info to deliver its services (name, address, email address, telephone number, bank account number), personal data derived from the use of the Software and Data Services (such as the number of sessions, time on site, visited pages, the Data Services and the number of times they were called) and personal data arising from contact with one of the contact channels of Company.info and/or AppVentures (call center, email, letter post, website, account manager, etc.). Customer hereby gives, where necessary, explicit consent to the processing of this data. At the Customer's request AppVentures will make an overview of this use available to Subscriber.

6.4 Authorized User's Agreement. The Customer declares that the Authorized User (s) agrees with the processing of the relevant personal data for the purposes set out in this Agreement apply and indemnifies the AppVentures against all claims from third parties (including the Authorized User (s)) in this regard.

7. Payment of Fees

7.1 Payment of AppVentures Fees.

Customer shall pay AppVentures the fees for the Software or other service in a manner as AppVentures may direct from time to time in its reasonable discretion. Except as expressly stated in writing in the relevant Orderform, fees and related subscription services are billed annually in advance in EUR, due within 30 days from the invoice date irrespective whether Customer uses the Software or not, and are non-refundable. fees attributable to usage of the Software in excess of the License Parameters will be billed as accrued. During the contract, AppVentures reserves the right to increase its fees with the Netherlands Consumer Price Index at the end of each calendar year.

7.2 Data Services Fees. To use the Data Services Customer buys up-front a budget from Company.info. For this budget the customer can consume Data Services. If the budget is consumed, the Customer cannot request any new Data through the Software. Customer has to buy new budget before he can request new Data. Customer will receive a warning if the consumption is at a in the Software configurable Threshold. The rates against which the Customer can consume the Data Services are specified in a separate agreement with Company.info. If Company.info decides to increase its rates, in no event entitles such rate increase a Customer to end the Agreement between Customer and AppVentures.

7.3 Late Payment of AppVentures Fees or Data Services Fees.

If Customer fails to pay an invoice within thirty (30) days from the invoice date, AppVentures may (without prejudice to any other right of remedy it may have) impose a finance charge on all amounts past due equal to the lesser of one percent (1%) per month or the maximum allowed by law and charge Customer for AppVentures's reasonable expenses of collection, including but not limited to, attorneys' and experts' fees and court costs. AppVentures is also entitled to suspend

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the license and thereby the working of the Software until Customer has paid all AppVentures Fees.

7.4 Taxes on AppVentures Software or Data Services.

All fees under the Agreement are exclusive of taxes, levies, duties or similar governmental assessments of any nature, including without limitation, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively "Taxes"). Customer is responsible for paying all Taxes. For clarity, AppVentures is solely responsible for taxes assessable against it based on its income, property and employees.

8. Proprietary Rights.

8.1 Customer acknowledges and agrees that, as between the parties, AppVentures is and will remain the sole and exclusive owner of all right, title, and interest in and to (i) the Software, (ii) all other pre-existing technology of AppVentures, (iii) all modifications, enhancements and Derivative Works of (i) or (ii), (iv) all work product resulting from services performed by AppVentures or for AppVentures, and (v) all associated Intellectual Property Rights in all of (i)-(iv), other than such express limited license as may be granted by AppVentures pursuant to an order. As used herein, "Intellectual Property Rights" means all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including all: (a) patent rights; (b) rights associated with works of authorship including copyrights; (c) rights relating to the protection of trade secrets and confidential information; (d) trademarks, service marks and trade names; and (e) any right analogous to those set forth in the Agreement and any other proprietary rights relating to intangible property, and the right to apply for any of the foregoing rights. As used herein, "Derivative Work" means: (a) for copyrightable or copyrighted material (including materials subject to mask work rights), a work which is based upon one or more pre-existing works, such as a

revision, modification, translation, abridgement, condensation, expansion, collection, compilation, or any other form in which such pre-existing works may be recast, transformed, or adapted; (b) for patentable or patented materials, any adaptation, addition, improvement, or combination; and (c) for material subject to trade secret protection, any new material, information, or data relating to and derived from such existing trade secret material, including new material which may be protectable by copyright, patent, or other proprietary rights. Each of the above will be considered a Derivative Work only to the extent that, in the absence of an agreement or other authorization by the owner of the pre-existing work, preparation, copying, use, distribution, and/or display would constitute an infringement of a party's Intellectual Property Rights in such pre-existing work.

8.2 Subject to the limited rights expressly granted hereunder, each party reserves all rights, title and interest in and to the its respective offering, including all related intellectual property rights. No rights are granted to by one party to the other hereunder other than as expressly set forth herein. Customer shall not (i) modify, copy or create derivative works based on the AppVentures Software; (ii) frame or mirror any content forming part of the AppVentures Software; (iii) reverse engineer the AppVentures Software; or (iv) access the AppVentures Software in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the AppVentures Software.

9. Confidentiality.

9.1 Definition. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Terms and the Agreement (including



pricing and other terms), the AppVentures Software, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

9.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). Both parties agree that the terms and conditions of the Agreement, but not its existence, shall be treated as Confidential Information.

9.3 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

9.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties

that any other available remedies are inadequate.

9.5 Agreement Termination. If the Agreement ends, each party will, on its own initiative and to the extent possible, immediately return to the other party all documents, files and other information and data carriers containing confidential information, including copies thereof, whether or not the content of those data carriers has been manufactured by the party concerned or by another. Insofar as confidential information is stored in a computer system of the party concerned or has been recorded in another form that cannot reasonably be given to the other party, the party concerned will destroy the confidential information.

10. Warranties & Disclaimers.

10.1 Warranties. The parties represent and warrant that the Agreement has been duly authorized and constitutes a valid obligation, binding and enforceable in accordance with the terms hereof.

10.2 Disclaimer. Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

11. Limitation of Liability.

11.1 In no event shall the liability of AppVentures arising out of or related to the Agreement, whether in contract, tort, or under any other theory of liability exceed the total sum of all fees paid under the relevant Order form in the twelve months preceding the incidents giving rise to liability.

11.2 In no event shall AppVentures have any liability for any loss of profits or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damages.



11.3 Customer is aware that for the Data Services AppVentures is dependent on the provision of information by third party data providers such as Company.info. AppVentures is therefore not liable vis-à-vis the Customer for damage suffered by the Customer if AppVentures, whether or not temporarily, cannot fully or partially comply with the Agreement a result of problems of any kind whatsoever in the provision of information by the aforementioned third-party data providers to AppVentures.

11.4 AppVentures strives to ensure that the data made available via the Data Services is up-to-date, complete and factually correct. However, the Customer accepts that inaccuracies or omissions cannot be completely excluded and that AppVentures is in no way liable for such inaccuracies and/or omissions.

12. IPR indemnification

12.1 IP indemnity commitment. As far as AppVentures is aware, the Software provided by AppVentures does not infringe upon any third party intellectual property rights when used in accordance with the applicable terms. AppVentures shall as a sole and exclusive remedy, defend the Customer at its expenses against any claim from a third party that the use of the Software by the Customer infringes any third party's intellectual property rights.

12.2 Conditions for IP Indemnity.

AppVentures shall pay all costs, damages, and attorney fees that a court finally awards as a result of such claim or make payments related to a settlement agreed by AppVentures with such third-party concerning such claim provided that: a. Such claim is not in any way caused by any Customer data or any act or omission of Customer; b. Customer promptly, and in any case within 2 business days after receiving such claim, notifies AppVentures in writing of such claim; and c. allows AppVentures to control, and fully cooperate with AppVentures in the defence against such claim and any related settlement negotiations.

12.3 Resolving Infringement. If a claim for infringement of third party intellectual property rights is made or in the reasonable opinion of AppVentures is likely to be made then, at AppVentures's option: a. AppVentures will procure a license from the holder of the relevant intellectual property rights to enable the Customer to continue the use of the Software; b. AppVentures will replace the relevant part of the Software with a modified version thereof, which does not infringe the third-party intellectual property rights; or c. AppVentures may terminate the relevant license against a proportional repayment of the fees prepaid by Customer for the use of the Software.

13. General Provisions.

13.1 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.2 Severability. If any provision of the Agreement itself is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.3 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of

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no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

13.4 Governing law/Competent court. The Agreement is subject solely to Dutch law. If a dispute arises between the parties concerning the performance of the Agreement, they will try to resolve it by discussion. If they do not succeed, they will submit the dispute only to the competent court in the Utrecht court district, unless the parties agree that it shall be subject to

arbitration, mediation, or a binding decision.

13.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.