

TRIAL LICENSING AGREEMENT SNOOBI

This Trial Licensing Agreement (the "Agreement") is entered into by and between Snoobi Technology B.V., a Dutch company (hereafter "Licensor"), and the Company as stated on the Trial request form, (hereafter "Licensee").

The Licensee desires to conduct a technical trial (hereafter referred to as the "Trial") for determining the utility and feasibility of utilizing the Software under a limited trial license from the Licensor and includes the following products: Snoobi Analytics and related software and services.

Licensor desires to allow Licensee a 30-day period of time to make the above determinations under the following terms and conditions. In consideration of the mutual covenants set forth in this Agreement, Licensor and Licensee hereby agree as follows. The accompanying computer programs, related services, support, data compilation(s), and documentation are referred to herein as the "Software".

The term of the license granted herein shall be limited to a 30-day period from the date of installation on the web site of the Licensee unless extended or terminated by written notice by Licensee for convenience or terminated by either party for material breach. Immediately upon termination of this license for any reason, all usage of the Software shall cease. A Trial License can only be requested for one website once every 12 month period.

Trial License Restrictions

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Licensee may not transfer the Software or any rights under this Agreement without the prior written consent of Licensor. A condition to any transfer or assignment shall be that the Licensee agrees to the terms of this Agreement. Any attempted transfer or assignment in violation of this provision shall be null and void.

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EULAs (End User License Agreement Restrictions)

In addition to the terms of this agreement, Licensee agrees to also be bound by any individual or collective EULAs contained in the Software Products used during this Trial, including but not limited to, Licensing and Usage Restrictions, Export Compliance, Copyright Notices and all other EULA requirements.

LIMITED WARRANTY STATEMENT; LIMITATION OF LIABILITY

Licensor warrants only to Licensee that the Software shall perform substantially in accordance with accompanying documentation under normal use for a period of thirty (30) days from the date on this agreement unless extended or terminated by written notice by Licensee for convenience or terminated by either party for material breach.

LICENSOR AND ITS SUPPLIERS AND RESELLERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. THERE IS NO WARRANTY OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, OR THAT THE SOFTWARE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE, QUALITY, ACCURACY, PURPOSE, OR NEED, EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY.

THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER. To the extent that this Warranty Statement is inconsistent with the jurisdiction where Licensee uses the Software, the Warranty Statement shall be deemed to be modified consistent with such local law.

THIS LIMITATION SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE TRIAL LICENSE.

(i) The parties confirm that this Agreement and all related documentation is and will be in the Finnish, Dutch and English language.

(ii) Licensee is responsible for complying with any local laws in Licensee's jurisdiction which might impact its right to import, export or use the Software, and Licensee represents that it has complied with any regulations or registration procedures required by applicable law to make this license enforceable. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements.

This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of The Netherlands excluding rules regarding conflicts of law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Confidentiality

In the course of the Trial, Licensee and Licensor recognize that each party may come in contact with or become familiar with information which the Licensee or Licensor may consider confidential. This information may include, but is not limited to, information pertaining to product features, design methods, pricing information, or work methods of the Licensor, as well as information provided by clients and website visitors of the Licensee. Licensee and Licensor agree to keep all such information confidential and not to discuss any of it with anyone other than appropriate Licensee personnel or their delegates. The parties agree that in the event of a breach of this Agreement, damages may be difficult to ascertain or prove.

The parties therefore agree for the provisions of the European General Data Protection Regulation, Licensor is considered a Data Processor.

Details on the Snoobi Analytics cookies [can be found in this document](#) on our information site.

Entire Agreement

This Agreement constitutes the entire Agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understanding, whether written or oral. No amendment, extension, or change of the Agreement shall be binding unless it is in writing and signed by all of the parties hereto.

Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of Licensor and to the Licensor's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Licensee of any of its rights or obligations hereunder to any third party without the Licensor's prior written consent.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands.

To any portion of this Agreement declared unenforceable, that portion shall be construed to give it the maximum effect possible, and the remainder of this Agreement shall continue in full force and effect.

Both parties represent and warrant that, on the date first written above, they are authorized to enter into this Agreement by acknowledgement on the Trial Request form.