



GENERAL TERMS AND CONDITIONS

These are the General Terms and Conditions of Hottraffic B.V., having its registered offices at Valeriusstraat 42 boven, 1071 MK Amsterdam, the Netherlands, Chamber of Commerce 34246435, VAT number NL 8156.16.831.b.01 ("Hottraffic"). Hottraffic provides innovative solutions and services in advanced online applications as well as measuring the efficiency of various sorts of advertisements.

1. Definitions

In these General Terms and Conditions the following terms shall have the meaning set forth below.

<u>Agreement:</u>	The agreement between Hottraffic and the Client regarding the provision of the Services and/or the use of the Platform, which is set forth in a Purchase Order accepted by the Client and to which these General Terms and Conditions shall apply.
<u>Client:</u>	The party to whom the Purchase Order of Hottraffic is submitted or with whom Hottraffic has entered into an Agreement.
<u>Data:</u>	The data that are being processed and/or generated by the Client and/or Hottraffic in using the Platform.
<u>Deliverables:</u>	Any results from the Services, as specified in the Purchase Order.
<u>Fault:</u>	A fault that prevents the normal, operational use of the Platform. To qualify as a Fault, a fault must be reproducible.
<u>Fees:</u>	The payments due by Client for the provision of the Services and/or the use of the Platform.
<u>Information:</u>	All data, materials, instructions and/or other information provided by Client to Hottraffic for the provision of the Services and/or prior to the use of the Platform. _
<u>IP-Rights:</u>	Any patent, registered design, copyright, design right, trade mark, service mark, as well as any application to register any of the aforementioned rights, trade secrets, know-how, <i>sui generis</i> rights in databases and any other intellectual or industrial right of whatever nature in any part of the world.
<u>Parties:</u>	The parties to the Agreement, being the Client and Hottraffic.
<u>Platform:</u>	The platform developed by Hottraffic, to be parametrized on the basis of the Information, and to which Hottraffic grants Client distant access for use, as further provided in the Agreement.
<u>Purchase Order:</u>	The purchase order in the format provided by Hottraffic that shall contain the specifications with regard to the Agreement, such as the term of the Agreement, the Services, the use of the Platform, Deliverables (if any) and the Fees.
<u>Services:</u>	All services provided by Hottraffic as further specified in the Purchase Order.
<u>Specifications:</u>	The written and agreed specifications regarding the parameterization of the Platform, as specified in the Purchase Order.
<u>Support:</u>	The limited support to the Platform, as further specified in a service level agreement entered into by the Parties.

2. Scope of the General Terms and Conditions

- .1 The General Terms and Conditions shall cover and form part of all offers, Purchase Orders, Agreements and other legal acts, either made orally, in writing, electronic or in any other form, concerning the provisions of the Services.
- .2 The General Terms and Conditions also apply to services (partly) obtained by Hottraffic from a third party and which are, either processed or not, provided to the Client.
- .3 Hottraffic explicitly rejects any applicability of any general (purchase) conditions used by the Client.

3. Offer and Acceptance

- .1 All offers by Hottraffic shall be without any obligation unless explicitly stated otherwise in writing. The Client warrants the accuracy and completeness of all information and data on which Hottraffic bases its offer and which have been stated by or on behalf of the Client to Hottraffic.
- .2 All offers are valid for the period as mentioned in the Purchase Order.
- .3 An Agreement shall have been concluded as soon as the Client accepts Hottraffic's Purchase Order in writing (which includes fax and e-mail), or as soon as Hottraffic has commenced providing the Services.
- .4 In the event that an Agreement is concluded by e-mail or in the event that an Agreement is concluded through another means of electronic communication, such e-mail message or statement made through another means of electronic communication must be deemed to be equal to a written statement and the principle will apply that an Agreement may be concluded without Hottraffic having to fulfil any conditions provided by law pertaining to electronic communication.

4. Price, payment and additional work

- .1 The Fees are specified in the Purchase Order. All prices and Fees shall be exclusive of VAT and other levies imposed by the government. All payments must be made in euros.
- .2 Hottraffic is entitled at any time to adjust its prices and Fees. All announced adjustments will enter into force within the term as specified in Hottraffic's notification. If the Client does not wish to agree on such an adjustment, the Client shall contact Hottraffic as soon as possible. If the Client does not agree after contact with Hottraffic, the Client shall, within the term as specified in Hottraffic's notification, contact Hottraffic.
- .3 Hottraffic will be entitled to also adjust Fees, in the event of increases in cost-determining factors, in the event of government measures, or in the event of increases of any other costs which are not within Hottraffic's control.
- .4 Fees are payable and due in advance. Hottraffic shall only perform its obligations under the Agreement after it has received full payment of the Fees by the Client.
- .5 If, at the request of or with prior consent from the Client, Hottraffic has performed work or rendered other performance which goes beyond the substance or scope of the agreed Services and/or use of the Platform, the Client shall pay for that work or performance according to Hottraffic's usual rates. Hottraffic shall never be obliged to satisfy such a request, and it may require that a separate written Agreement be concluded. The Client accepts that additional work or performance may affect the agreed or expected time of completion of the Services and/or use of the Platform and the mutual responsibilities of the Client and Hottraffic.

The fact that additional work (or the demand for it) arises during execution of the Agreement shall never be a ground for the Client to rescind or terminate the Agreement.

.6 The Client shall pay invoices in accordance with the payment conditions stated on the invoice. In the absence of a specific provision, the Client shall pay within thirty (30) days after the invoice date. The Client shall not be entitled to set off or to suspend a payment.

.7 If the Client does not pay the amounts owed in a timely manner, the Client shall owe legal interest on the outstanding amount, without any written demand or notice of default being necessary. If the Client still does not pay the claim after a written demand or notice of default, Hottraffic can pass on the claim for collection, in which case the Client shall, in addition to the total amount owed then, be obliged to pay for all in-court and out-of-court expenses, including expenses charged by external experts in addition to the costs determined at law. The Client shall also owe the expenses incurred by Hottraffic in regard to unsuccessful mediation if the Client is ordered by a judgment to pay the outstanding amount in full or in part.

5. Provision of Services

5.1 Hottraffic shall render reasonable efforts in providing the Services to the Client in accordance with the specifications as set forth in the relevant Purchase Order. Client understands and agrees that Hottraffic's performance is dependent, in part, on Client's actions, in particular with Client's compliance with its own obligations.

5.2 Client guarantees and warrants that all Information is correct, complete and consistent, and does not infringe upon any third party rights. Client further warrants that the Information fully satisfy the Client's requirements with respect to the (use of) the Services and/or use of the Platform and/or the Deliverables. Hottraffic shall be entitled, but not required, to examine the correctness, completeness or consistency of the Information as well as any further data, specifications or designs given to it and, if any imperfections are discovered, to suspend its activities under this Agreement until Client has eliminated the imperfections concerned.

5.3 If Client does not provide Hottraffic with the Information necessary to execute the Agreement, or does not provide this in a timely manner or in accordance with the agreements made, or if Client otherwise does not fulfil its obligations, Hottraffic shall be entitled to suspend execution of the Agreement in whole or in part, and it shall be entitled to charge the ensuing expenses in accordance with its usual rates, all of this without prejudice to Hottraffic's right to exercise any other legal right.

5.4 Any delivery times quoted by Hottraffic may not be considered to be firm deadlines. In the event of late delivery, Hottraffic must be declared to be in default in writing, whereby it will be granted a reasonable term to fulfil its obligations. In the event that such extended term is exceeded, Client will be entitled to dissolve the Agreement. In such an event, Hottraffic will not be liable to pay any damages, unless such damages are the consequence of an intentional act or intentional omission or of gross negligence of Hottraffic's executive management.

6. Acceptance and use of the Platform

6.1 The Platform shall be delivered to the Client as much as possible in accordance with the Specifications. Insofar as agreed upon, Hottraffic shall install, set up, parameterize and finetune the Platform.

6.2 The Platform shall be considered accepted by the Client upon written notification by the Client and/or upon operational use of the Platform (hereafter: the "Acceptance"). Further agreements on acceptance or refrainment of acceptance by the Client may be specified in the Purchase Order.

6.3 Acceptance as set forth in article 6.2 shall fully release Hottraffic from performing its obligations concerning the delivery of the Platform.

- 6.4 Without prejudice to Hottraffic's limitation of liability, the Platform is provided on an 'as is basis', meaning that the Platform will be in conformity with the Agreement if the Platform will substantially perform in accordance with the Specifications, when correctly and properly used. Hottraffic excludes expressly any explicit and tacit guarantees, undertakings and warranties of any nature whatsoever including, but not limited to, guarantees, undertakings and warranties with regard to the quality, safety, lawfulness, integrity and accuracy of the Platform.
- 6.5 Client's exclusive remedy and Hottraffic's entire liability for breach of the conformity statement as stated in article 6.4 is that Hottraffic shall do its utmost to repair the non-conformity of the Platform within a reasonable time period, if it has been reported in writing and in detail to Hottraffic. Repairs shall be performed free of charge, unless there have been i) operating faults or ii) improper use on Client's part iii) the faults regard lost or mutilated Data or iv) other causes not attributable to Hottraffic. In that case Hottraffic may charge the repair costs according to its usual rates. Furthermore, the repair will not be free of charge in the event if Client (i) makes changes or has changes made to the Platform without Hottraffic's written permission, and/or (ii) breaches any other obligation under this Agreement. If Hottraffic is not able to repair the non-conformity within a reasonable timeframe, both Parties are entitled to terminate the Agreement for cause on the basis of article 15, without becoming liable to each other.
- 6.6 Client understands and agrees that: (i) the Platform may not meet Client's expectations and requirements in as far as such expectations deviate from the Purchase Order, (ii) the Platform will or may not operate if any requirements set by Hottraffic are not met, (iii) the operation of the Platform will not be uninterrupted or error-free, and/or (iv) not all non-conformities will be corrected.
- 6.7 During the term of the Agreement, and provided that the Client has accepted the Platform, Client will be granted the limited right to access and use the Platform for the sole purpose of processing and/or generating Data. This right is non-exclusive, non-transferable, non- sub licensable and revocable. Client shall only acquire the license for the purposes expressly granted in the Agreement. Any other rights with respect to the distant use of the Platform shall be excluded.
- 6.8 Any use of the Platform and/or Data is for the Client's own account and risk. Hottraffic excludes any and all liability with respect to the Client's use of the Platform and/or the Data.
- 6.9 In order to access the Platform, Hottraffic will provide Client with a password and user name. Client shall treat this password and user name as strictly confidential and with due care and shall only disclose them to authorized personnel. Hottraffic shall never be liable for damages or expenses resulting from misuse of the password and/or user name. Client will immediately notify Hottraffic in writing if Client determines, or has reason to believe, that an unauthorized party has gained access to a password or user name. Use of the assigned password or user name, whether or not authorized by Client, shall be solely the responsibility of and the risk of Client.
- 6.10 Hottraffic reserves the right to terminate Clients access and/or block access to the Platform, if Client breaches the Agreement, without having any obligation to refund paid fees.
- .11 Hottraffic reserves the right, at any time during the performance of this Agreement and at its own discretion and cost, to audit or have third parties perform an audit on the use of the Platform by Client under this Agreement. Client shall give its full co-operation to the execution of this audit.

7. Availability of the Platform

- 7.1 After acceptance of the Platform as referred to in article 6, Hottraffic shall render best efforts to make the Platform available to Client. Parties may agree to enter into a separate service level agreement. Hottraffic cannot guarantee uninterrupted availability of the Platform with regard to unexpected incidents and/or incidents beyond Hottraffic's control. Unexpected unavailability may be, but not exclusively, the result of failures in the internet or phone connection, by viruses, force majeure and/or faults/defects. Hottraffic accepts no liability for non-availability of the Platform, regardless of the cause thereof. In the event the non-availability is attributable to Hottraffic, Client's only remedy is to terminate the Agreement in accordance with article 15.
- 7.2 Hottraffic is entitled to put the Platform (temporarily) out of service and/or to reduce the use of it without any prior notification and without being obliged to pay compensation to Client if Hottraffic deems this necessary for instance in connection with the reasonably required maintenance and/or upgrading/updating of the Platform.
- 7.3 Hottraffic is entitled without any prior notification, to apply procedural and technical changes, updates, upgrades and/or improvements to the Platform.
- 7.4 Client shall be solely responsible for selecting, using and maintaining the hardware, Internet connections and other facilities at its offices necessary for remotely using the Platform ("Facilities"). Hottraffic accepts no liability for non-availability of the Facilities, regardless of the cause thereof.
- 7.5 Hottraffic shall use reasonable efforts to secure the Data. Client acknowledges, however, that Hottraffic hereby also depends on Client's own security measures.

8. Intellectual Property Rights

- 8.1 Hottraffic reserves all rights not expressly granted in these General Terms and Conditions. The Client acknowledges and agrees that Hottraffic and/or its licensors retain all IP Rights in and to the Services, the Deliverables, the Platform and/or any other work products delivered to the Client.
- 8.2 The provision of the Services and/or the use of the Platform does not imply any transfer of the IP Rights.
- 8.3 The Client will only obtain a personal, non-exclusive, non-transferable and revocable right to use the Deliverables, for internal business purposes only. The Client may not further exploit or commercially (re)use the Deliverables, nor any parts thereof.
- 8.4 The Client shall not be allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, business names from the Deliverables.
- 8.5 Client agrees and warrants not to: (i) copy, modify, translate, or reverse engineer any portion of the Deliverables and/or Platform; (ii) remove any copyright, trademark or other proprietary rights notices in or on the Deliverables and/or Platform, (iii) use any robot, spider, other automated device, or manual process to monitor or copy the Deliverables and/or Platform or parts thereof; (iv) reformat or frame any portion of the Deliverables and/or Platform; (v) interfere with other clients access to and use of the Deliverables and/or Platform; (vi) transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature; (vii) use the Deliverables and/or Platform to violate the security of any computer network, crack passwords or security encryption codes; (viii) use any device, Deliverables and/or Platform or routine that interferes with the proper working of the Deliverables and/or Platform, or otherwise attempt to interfere with the proper working of the Deliverables and/or Platform; or (ix) use the Deliverables and/or Platform, intentionally or unintentionally, to violate any applicable local, state, national or international law.
- 8.6 Hottraffic shall be allowed to take technical measures to protect the Deliverables and/or Platform or with a view to agreed restrictions in the duration of the right to use the Deliverables

and/or Platform. The Client shall not be allowed to remove or evade such a technical measure.

9. Obligations Client

- 9.1 The Client shall always furnish Hottraffic in a timely manner with all data or information, which is useful and necessary to execute the Agreement properly and the Client shall provide its full cooperation.
- 9.2 The Client shall always assist Hottraffic, upon Hottraffic's first request, if so required by Hottraffic in providing the Services.
- 9.3 The Client shall at all times properly and timely meet any specific obligations specified in the Purchase Order.
- 9.4 If the Client fails to comply with the above mentioned obligations, Hottraffic shall be entitled to suspend execution of the Agreement in whole or in part, and it shall be entitled to charge the ensuing expenses in accordance with its usual rates, all of this without prejudice to Hottraffic's right to exercise any other legal right.

10. Support

- 10.1 The support for the Services can be further specified in the Purchase Order.

11. Confidentiality

- 11.1 Each Party agrees that it will use reasonable best efforts to keep in confidence any confidential information provided by the other Party under this Agreement, including but not limited to intellectual property, know-how, business processes and/or information regarding business operations, plans, methods, finances, employees, or organizational structure, and will not disclose any such information to any third party except in accordance with the terms and conditions of this Agreement or as required by law.

12. Limitation of Liability

- 12.1 Hottraffic's liability, whether based upon breach, tort or otherwise, shall be limited to compensating direct damages only. In no event shall Hottraffic's total and aggregate liability for direct damages exceed the amount of the Fees paid to Hottraffic in the last month prior to the event that gave rise to liability of Hottraffic. "Direct damages" shall solely mean:
 - a. property damages;
 - b. reasonable expenses which the Client would have to incur to make Hottraffic's performance conform to the Agreement; this alternative damage shall not be compensated, however, if the Agreement is rescinded by or at the suit of the Client;
 - c. reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of this Agreement;
 - d. reasonable expenses incurred to prevent or mitigate damage, insofar as the Client demonstrates that these expenses resulted in mitigation of direct damage within the meaning of this Agreement.
- 12.2 Hottraffic's liability, whether based upon breach, tort or otherwise, for any other damages than direct damages is fully excluded, including but not limited to consequential damages, loss of profits, loss of business, loss of anticipated savings, damages due to delay of performance, or any other similar financial loss or loss of goodwill, independent of whether the Client provides notice to Hottraffic of such potential injury, damages or loss.
- 12.3 In the event that the Client has rescinded ("*ontbinding*" Article 6:265 Dutch Civil Code) the Agreement as a result of a breach by Hottraffic, the limitations and exclusions of liability are

absolute such that the Client waives the right to claim damages in addition to restitution of amounts paid resulting from the rescission.

- 12.4 In any event, the Client or any third party's right to claim damages shall lapse the earlier of the completion of the Services, or within three (3) months after the occurrence giving rise to the claim or action.
- 12.5 The Client indemnifies Hottraffic and its affiliates at all times against any action, claim, demand or expense, loss, damages or costs (including reasonable attorneys costs) arising from, or incurred by reason of the use of the Deliverables and/or arising from, or incurred by reason of the Client breaching any provision of these General Terms and Conditions.
- 12.6 The indemnity obligations by the Client are continuing obligations and will survive the termination or rescission of the Agreement.
- 12.7 The limitations mentioned in the preceding paragraphs of this article shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by Hottraffic or its board of directors.

13. Indemnification

- 13.1 Client agrees to indemnify, defend, and hold Hottraffic, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) Client's access to, and/or use of, the Platform and the Services, (ii) the violation of this Agreement by Client, or (iii) the infringement by Client, or any third party using Client's or Users' account or username or password, of any intellectual property or other right of any person or entity.

14. Force Majeure

- 14.1 Hottraffic shall be entitled to invoke force majeure if the execution or the performance of the Agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably beyond its control, including but not limited to: (i) site or building blockades, strikes, riots, civil disruption, war, terrorist acts, inclemency, epidemic, specific work interruptions, electricity or utility disruptions, delay in transportation, earthquake, fire, storm, flood, or water damage; (ii) delay in or cancellation of the delivery to Hottraffic of parts, goods or services ordered from and/or rendered by third parties; or (iii) governmental, legal or regulatory restrictions.
- 14.2 If a situation of force majeure lasts for more than ninety (90) days, the Parties shall be entitled to terminate the Agreement by rescinding it in writing. What has already been performed pursuant to the Agreement shall in that case be settled proportionately, without the parties otherwise owing each other anything.

15. Term and Termination

- 15.1 The Agreement is entered into from the moment it has been signed by both Parties and will end by operation of law on the date as specified in the relevant Purchase Order and/or upon completion of the Services, unless terminated earlier in accordance with this Article.
- 15.2 The Agreement cannot be (early) terminated by the Client for convenience or otherwise cancelled (whether or not in advance) by the Client.
- 15.3 Without prejudice to Hottraffic's rights under these terms and conditions or under the law, Hottraffic will at any rate be entitled to suspend (further) performance if the Client fails to fulfil one or more of its obligations ensuing from any Agreement or Hottraffic has sound reasons to believe that the Client is or will be unable to fulfil its obligations under any Agreement. Any right of the Client to suspend performance is hereby excluded.

- 15.4 Each of the Parties shall only be entitled to rescind the Agreement if the other Party imputably fails to perform material obligations under the Agreement - in all cases, after having received a proper written notice of default which is as detailed as possible and in which it has been given a reasonable time period to remedy the breach, unless the breach is not remediable.
- 15.5 Each of the Parties may partly or completely terminate the Agreement in writing with immediate effect and without a notice of default if the other Party is granted a provisional or non-provisional suspension of payments, if a petition for liquidation is filed with regard to the other Party or if the other Party's business is wound up or terminated for other reasons besides a business reconstruction or merger. Hottraffic shall never be obliged on account of this termination to refund funds already received or to pay damages. In the event of the Client's liquidation, the right to use the Deliverables shall be extinguished by law.
- 15.6 Hottraffic has the right to terminate the Agreement in writing with immediate effect and without notice of default if the Client infringes on the IP-Rights of Hottraffic, notwithstanding Hottraffic's other rights and remedies, including its right to claim damages.
- 15.7 If, at the time of the rescission referred to in Article 15.4, the Client has already received performance in connection with execution of the Agreement, this performance and the related payment obligation shall not be cancelled, unless the Client proves that Hottraffic is in default with regard to that performance. Amounts which Hottraffic has invoiced before the rescission in connection with what it has already properly performed or delivered to execute the Agreement shall, subject to the provisions in the preceding sentence, continue to be owed in full and shall be immediately payable at the time of rescission.
- 15.8 The Articles that by their nature are destined to survive termination of this Agreement, shall remain in full force and effect after termination, including but not limited to Articles 6, 8, 9, 11 and 12.

16. Applicable law and jurisdiction

- 16.1 The Agreement, including these General Terms and Conditions shall be governed by the laws of the Netherlands. The UN Convention on Contracts for the International Sale of Goods ('CISG') does not apply.
- 16.2 All controversies, disputes or claims arising out of or relating to this Agreement or the breach thereof shall be exclusively and finally settled by the competent civil court in Amsterdam, the Netherlands.

17. General provisions

- 17.1 Except as required by law, neither party shall disclose the terms, conditions or existence of an Agreement without the prior written consent of the other party.
- 17.2 If any provision of the Agreement (including these General Terms and Conditions) shall be held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.
- 17.3 The failure by a party to exercise any rights hereunder shall not operate as a waiver of such party's right.
- 17.4 All formal notices shall be in writing and sent by registered mail.
- 17.5 Any variation from the Agreement will be valid only if and to the extent that it has been expressly confirmed by Hottraffic in writing.
- 17.6 Hottraffic can be contacted in writings on the following address:
Finance Director
Valeriusstraat 42 boven
1071 MK Amsterdam, the Netherlands

- 17.7 Where applicable, if Hottraffic has access to personal data when performing the Services, and performing the Services requires Hottraffic to process these personal data, Hottraffic will only be acting as processor (*bewerker*) within the meaning of the Dutch Personal Data protection Act. The Client indemnifies Hottraffic and its affiliates at all times against any action, claim, demand or expense, loss, damages or costs (including reasonable attorneys costs) arising from, or incurred by reason of Hottraffic processing personal data.
- 17.8 The Client may not assign its rights, obligations nor the entire Agreement without Hottraffic's explicit prior written consent. Hottraffic may attach conditions to granting consent.
- 17.9 Hottraffic may, without the Client's consent, subcontract its obligations under an Agreement.
