

FANBOOSTER SYSTEM ACCESS AGREEMENT

This System Access Agreement (this "Agreement") made effective by Fanbooster AS (FB).

A. FB develops software products and on-line web services (collectively "Products and Services") which it desires to license to Customer.

B. Customer desires to use for own purpose, the Products and Services developed by FB

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1.0 Right to use. During the term hereof, FB grants to Customer the right to use all FB Products and Services towards itself, as such may be upgraded or modified from time to time. Products and Services will be provided to Customer via FB's Internet-based web services, integration guides, and other methods developed by FB. Such Products and Services will be used by Customer subject to the terms of this Agreement only.

1.2 Term. The initial term of this Agreement shall be twelve (12) months from the effective date hereof and will thereafter automatically be renewed for additional periods of twelve (12) months each. This Agreement may be canceled by either party as provided in Paragraph 5.0 below.

2.0 Price and Payment. FB Products and Services are priced and invoiced in accordance with the System Access Order Form.

2.1 Provision of Products and Services. Products and Services provided by FB to Customer will generally be downloaded or otherwise provided by web delivery.

2.2 Technical Support. FB will provide technical support (via telephone and email) to Customer during FB's normal business Hours of 8:00 am to 5:00 pm CET.

3.0 Ownership. FB represents that it has all necessary rights in and to all copyrights, patents and other proprietary rights associated with the Products and Services that are necessary to market, resell and license the Products and Services. FB has the right to enter into this Agreement and to grant the rights and licenses hereunder with respect to the Products and Services.

3.1 Property Rights. Customer acknowledges and agrees that the Products and Services and all other items licensed hereunder and all copies and

derivatives thereof constitute valuable trade secrets of FB or proprietary and confidential information of FB and title thereto remains in FB. All applicable copyrights, trade secrets, patents and other intellectual and property rights in the Products and Services and all other items licensed hereunder are and remain the property of FB. All other aspects of the Products and Services and all other items licensed hereunder, including without limitation, programs, methods of processing, specific design and structure of individual program and their interaction and unique programming techniques employed therein as well as screen formats shall remain the sole and exclusive property of FB and shall not be sold, revealed, disclosed or otherwise communicated, directly or indirectly, by Customer, to any person, company or institution whatsoever other than for the purposes set forth herein. It is expressly understood that no title to or ownership of the Products and Services, or any part thereof is hereby transferred to Customer.

3.2 Unauthorized Copying. Customer agrees that it will not copy, modify, decompile or reproduce any Product or Service in any way. Customer agrees to notify FB promptly of any circumstances of which Customer has knowledge relating to any unauthorized use or copying of the Products and Services by any person or entity not authorized to do so. Customer agrees to take, at Customer's expense, but at FB's option and under FB's control and discretion, any legal action necessary to prevent or stop the unauthorized use of the Products and Services by any third party or entity who or which has accessed the Products and Services due in substantial part to Customer's fault or negligence. Customer agrees to take, at FB's expense, but at FB's option and under FB's control and discretion, any legal action necessary to prevent or stop the unauthorized use of the Products and Services by any third party or entity where this has occurred without substantial fault or negligence by the Customer.

3.3 Terms and Conditions Customer acknowledges and agrees that all persons who use the Products and Services are subject to the Terms and Conditions.

4.0 Limited Warranty. FB warrants the Products and Services will perform substantially in accordance with the specifications and documentation supplied with the Products and Services.

4.1 Customer Warranty. Customer agrees not to make any representations or warranties with respect to the Products and Services other than the limited warranties made by FB under this Agreement.

4.2 Disclaimer of Warranties and Limited Liabilities. OTHER THAN THOSE WARRANTIES SET FORTH IN PARAGRAPHS 5.0 AND 5.1, FB SPECIFICALLY DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO DEFECTS IN THE DOCUMENTATION, OPERATION OF THE PRODUCTS, AND ANY PARTICULAR APPLICATION OR USE OF THE PRODUCTS. IN NO EVENT SHALL FB BE LIABLE FOR ANY LOSS OF PROFIT OR ANY OTHER COMMERCIAL DAMAGE, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES. ALL LIABILITY OF FB HEREUNDER IS EXPRESSLY LIMITED TO ANY AMOUNTS PAID BY FB TO CUSTOMER DURING THE PRIOR TWELVE MONTHS OF THIS AGREEMENT.

5.0 Termination. This Agreement may be terminated by any party within 3 months of contract end.

6.0 Confidential Information. FB and Customer acknowledge that in the course of dealings between the parties, each party will acquire information about the other party, its business activities and operations, its technical information and trade secrets, of a highly confidential and proprietary nature. Each party shall hold such information in strict confidence and shall not reveal the same except for any information generally available to or known to the public, known prior to the negotiations leading to this Agreement, independently developed outside the scope of this Agreement or lawfully disclosed by or to a third party or tribunal. The confidential information of each party shall be safeguarded by the other to the same extent

that it safeguards its own confidential methods or data relating to its own business.

7.0 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party.

7.1 Governing Law, Entire Agreement, Amendment. This Agreement shall be governed by the laws of The Netherlands applicable to agreements made and to be performed within such State, represents the entire understanding of the parties, supersedes all prior agreements between the parties, and may only be amended in writing. Any dispute or disagreement which may arise among the parties hereto in connection with either the interpretation or the performance or nonperformance hereof, shall be settled by arbitration in Arnhem, The Netherlands according to the arbitration rules generally followed in such location.

7.2 Assignment. This Agreement is not assignable by Customer without the written consent of FB. FB holds the right to reassign this agreement to any other legal entity if so desired.

7.3 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

7.4 Waiver. No waiver by any part of any breach of any provision hereof shall constitute a waiver of any other breach of that or any other provision hereof.