

FUGA CLOUD TERMS OF USE 1.3

The service Fuga Cloud and related services of Fuga Cloud (“Services”) are offered by FUGA B.V. (‘Fuga Cloud’), located in Alkmaar, Netherlands. The Services include the provision of a Cloud Infrastructure as a Service (IaaS) based on the OpenStack platform. OpenStack is not a product of Fuga Cloud. OpenStack is an open source cloud operating system, which is made available by [OpenStack.org](https://www.openstack.org) under the Apache 2.0 license. The conditions under which Fuga Cloud makes the OpenStack platform and its infrastructure available are listed below.

1. DEFINITIONS

- 1.1 The definitions of the Fuga Cloud Terms and Conditions apply to this agreement.
- 1.2 Application Software: The application that provides functionality to users, including OpenStack.
- 1.3 As Is: The properties of the Hosting and IaaS are not (entirely) described and Customer indicates the characteristics of the Hosting and IaaS are sufficiently known and accepts the Hosting and IaaS as it is offered. Parties exclude their rights to terminate the agreement due to a misconception resulting from incorrect information (in Dutch: ‘dwaling’).
- 1.4 Agreement: This agreement between Fuga Cloud and Customer for the Hosting of Application Software and provision of IaaS, including all documents referenced and which explain the other rights and obligations of Fuga Cloud and Customer such as our [Privacy Policy](#).
- 1.5 Confidential Information: Data and information concerning each other’s organization, clients, procedures, Products (including specifications and other Product documentation), etc. of which parties become aware while working for each other.
- 1.6 Fuga Cloud IaaS (Infrastructure as a Service): Providing and maintaining the Infrastructure made available to Customer by Fuga Cloud on the basis of a virtual platform.
- 1.7 Fuga Cloud SaaS (Software as a Service): OpenStack made available by Fuga Cloud via Hosting.
- 1.8 Datacenter: A datacenter is a facility where servers can be connected to networks and especially the Internet. Part of the Infrastructure is in one or more Datacenters.
- 1.9 Hosting: The provision of and access to webspace for the purpose of storing data on the Infrastructure.
- 1.10 Identification Codes: Login name, passwords, address and / or other codes.
- 1.11 Incident: A report of a deviation from the expected operation of the Services and / or a disruption of the standard operation of the system which has the effect that a User cannot (fully) make use of the system.
- 1.12 Infrastructure: The set of information and communications technology services such as software and hardware, including cabling used for data processing.
- 1.13 Maintenance: Maintenance includes providing updates and correcting errors.
- 1.14 OpenStack: Software comprising the Open Source Cloud Operating System under the name OpenStack which can be used by Customer to manage the Infrastructure. OpenStack is made available under the Apache 2.0 license by the OpenStack Foundation via www.openstack.org.
- 1.15 OpenStack Interface: The OpenStack API and web interface Horizon which Customer can use to log into online.
- 1.16 Services: The services Fuga Cloud offers consisting of Hosting, Fuga Cloud IaaS and Fuga Cloud SaaS.
- 1.17 Service Window: The period in which Incidents and / or errors can be corrected, as agreed by the parties.
- 1.18 Third Party Infrastructure: The part of the Infrastructure managed by third parties and / or delivered via Fuga Cloud to Customer and where Fuga Cloud in principle has no control over. Third Party Infrastructure is a Third Party Product.
- 1.19 Third Party Products: All products and services provided by Fuga Cloud, the resulting provisions and related activities, which originate from third parties – such as OpenStack – and whose intellectual property rights and other rights are not held by Fuga Cloud.
- 1.20 User: The people who use services provided by Fuga Cloud.
- 1.21 Working days: Normal Dutch working hours (9:00 to 17:30 CET) and days (Monday / Friday) except public holidays.
- 1.22 All of the above terms and words used in the singular shall have the same meaning as in the plural and vice versa.
- 1.23 The headings above the articles of the Agreement are only intended to increase the legibility of the Agreement. The content and meaning of an article placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

2. LICENSE

- 2.1. Fuga Cloud grants Customer the right for the length of the Agreement to make use of the Infrastructure and OpenStack via Hosting.
- 2.2 Fuga Cloud aims to make available the latest version of OpenStack. OpenStack is a Third Party Product to which Fuga Cloud makes no modifications. OpenStack is provided 'As is'.

Fuga Cloud provides access to OpenStack via the OpenStack Interface.

To the use of OpenStack the Apache 2.0 license from the Apache Software Foundation applies. The license terms are available on the website: www.apache.org/licenses.

3. SUPPORT

- 3.1. The Fuga Cloud IaaS is 'self-service', which means that Fuga Cloud only provides Fuga OpenStack and Infrastructure. Fuga Cloud IaaS is therefore not a managed hosting solution.
- 3.2 Customer is responsible for how OpenStack and Fuga Cloud is being used and therefore for the stability of the final configuration of the Infrastructure which is realized by Customer via OpenStack.
- 3.3 The support of Fuga Cloud consists of answering questions from Users via its online portal as well as through the provision of manuals and tutorials via the website. English is the official language. Fuga Cloud does not give support by telephone.

4. SERVICES GENERAL

- 4.1. At the discretion of Fuga Cloud, Fuga Cloud could make available to Customer the possibility to make its own enhancements, additions and / or changes to the Services. If Customer makes use of this possibility, Customer shall be responsible and liable for all the enhancements, additions and / or changes and the resulting consequences.
- 4.2 Customer must inform itself about using OpenStack. Fuga Cloud is never responsible for loss of data caused by the use of OpenStack by the Customer. The Customer must itself take care of backing up data.
- 4.3 Customer is required to follow instructions of Fuga Cloud about the use of the Services.
- 4.4 Fuga Cloud is entitled to view log files and the like for purposes of analyzing the use of the Services. The results of such an analysis will not be made available to third parties (third parties do not include holding or subsidiary organizations of Fuga Cloud). This does not apply to figures and data with regard to the use of the Services, which are not directly traceable to Customer's use.
- 4.5 Fuga Cloud ensures the delivery of the Services, to the best of ability and effort. Fuga will on a best effort basis strive to deliver the Services according to the agreed availability percentage in our [Service Level Agreement](#).
- 4.6 If Fuga Cloud agreed to an availability percentage of its Services, this percentage is measured over a calendar month. The time for Scheduled Maintenance is not included.
- 4.7 The availability percentage does not apply in the following situations:a) During the regular Service Window on Tuesday and Thursday from 0:01 to 4:00 AM local Amsterdam time and during planned upgrades and Maintenance that cannot be performed during the designated Service Window and of which Customer is informed by Fuga Cloud.b) in case of Incidents due to force majeure;c) any problem or malfunction as a result of acts by Customer or User; andd) The unavailability of (coordinator of) Customer in case Fuga Cloud requests for assistance from the Customer in determining or isolate a problem or malfunction.
- 4.8 Fuga Cloud reserves the right to change the regular Service Window, provided this is communicated in writing to Customer.
- 4.9 Fuga Cloud does not warrant among others, that the telephone lines, the Internet and / or other networks will offer optimal access to the Services.
- 4.10 Fuga Cloud will endeavor to provide all useful and necessary measures to ensure the proper operation and the continuous quality of the Services. Fuga Cloud will strive for, according to the state of the current technology, adequate physical and logical security measures against unauthorized access by third parties to Fuga's computer and computer programs and / or data stored in the context of the Agreement.

5. CHANGES IN THE SERVICES

- 5.1. Fuga Cloud is entitled, after notification within a reasonable time and without any fee chargeable to Customer, to make adjustments and / or changes in the Services, such as but not limited to access procedures, altering a Third Party Provider / supplier, location, hardware, software and other facilities necessary for delivering the Services.
- 5.2 If the changes have a demonstrable and such a large negative change to the operation of Customer's company and / or the functionality of the Services, Customer may, after providing proof of the deterioration in writing, request Fuga Cloud to offer an alternative. If Fuga Cloud then provides no reasonable alternative,

Customer has the right to end the use of the Services without Fuga Cloud being obligated to pay any compensation or refund of sums already paid.

6. TRAFFIC

- 6.1. Fuga Cloud does not control and / or understand the contents of the data traffic from and / or to User. Fuga Cloud acts only as an intermediary. Fuga Cloud makes no warranties regarding the contents of data, which include reliability and completeness.
- 6.2. Customer indemnifies and holds Fuga Cloud harmless for any claim, lawsuit or action by any third party in connection with (the contents of) the data traffic or the information provided by the User.

7. USE OF IDENTIFICATION CODES

- 7.1. Fuga Cloud will provide Identification Codes solely to Customer for use of the Services. Customer will treat the Identification Codes with care. Customer shall notify Fuga Cloud in case of loss, theft and / or other forms of unauthorized use, so that Fuga Cloud and Customer can take appropriate measures.
- 7.2. Customer carries all responsibility, liability and costs caused by the use of Identification Codes used and / or distributed by Customer. In no event is Fuga Cloud responsible for the abuse and / or unauthorized use of Identification Codes.
- 7.3. In case of termination of the Agreement for any reason, Fuga Cloud will immediately cancel all the Identification Codes.

8. CUSTOMER OBLIGATIONS

- 8.1. Customer should take care to purchase valid licenses for the software he installs.
- 8.2. If, through the Services personal information and / or other information / data are transported or commercial activities and / or other activities are undertaken through the Services, Customer indemnifies Fuga Cloud from any liability, costs or damages resulting from claims of third parties, in the event that such personal and / or commercial and / or other activities are undertaken in violation of the relevant (privacy) laws and / or other applicable regulations.

9. PERSONAL DATA

- 9.1. In the case and in so far the services of Fuga Cloud on the basis of the Agreement consist of processing of personal data on behalf of Customer, clauses 9 and 10 will apply and will serve as the contract as meant in article 28.3 of the General Data Protection Regulation ((EU) 2016/679), hereafter: the GDPR. Fuga Cloud will in that case act as processor. Depending on the circumstances, Customer may be either a controller or a processor. In the latter case, Fuga Cloud will act as sub-processor, which Customer engages in the course of processing of personal data on behalf of a controller. Customer acknowledges and agrees that Fuga Cloud is not obligated to conclude any additional agreements regarding the protection of personal data, unless otherwise agreed upon in writing.
- 9.2. Fuga Cloud will the personal data solely in accordance with the instructions agreed upon with Customer in writing, unless any law to which Fuga Cloud is subject determines otherwise; in that case Fuga Cloud will inform Customer of that law prior to the intended processing operation, unless this law prohibits such information on important grounds of public interest. Unless otherwise agreed upon, instructions will only be agreed upon within the web interface or APIs provided to Customer with the Services.
- 9.3. Customer hereby gives permission to Fuga Cloud to engage sub-processors. Fuga Cloud will provide a list of current sub-processors via <https://fuga.cloud/subprocessors/>. Fuga Cloud shall inform Customer of any intended changes concerning the addition or replacement of other processors, at least 21 (twenty-one) days prior to the intended change. Customer may object to such changes within 10 (ten) business days after receipt of this notice of intended changes. If Customer objects within the aforementioned timeframe, Customer is entitled to terminate the Agreement with respect to only those Services for which Fuga Cloud will use the sub-processor that Customer has objected to.
- 9.4. Before engaging a sub-processor, Fuga Cloud will impose, by way of a written contract, obligations to that sub-processor that are not less protective of the personal data than the obligations that rest on Fuga Cloud on the basis of Fuga Cloud's obligations in clauses 9 and 10.
- 9.5. Fuga Cloud will, taking into account the nature of processing and the information available to Fuga Cloud, assist Customer complying with the obligations pursuant to articles 32 to 36 of the GDPR.
- 9.6. Fuga Cloud will, in so far possible and taking into account the nature of the processing and the (technical) possibilities available to Fuga Cloud, assist Customer for the fulfillment of the obligations to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR. In the event that a data

- subject submits a request for the execution of these rights to Fuga Cloud, Fuga Cloud will forward the request to Customer without undue delay. Fuga Cloud may inform the data subject of this.
- 9.7 Fuga Cloud will not transfer the personal data outside the European Economic Area, except when otherwise agreed upon or otherwise instructed by Customer.
- 9.8 Customer guarantees that the processing of personal data as instructed to Fuga Cloud, is in accordance with privacy and data protection laws and is not unlawful in any way. If Customer is also a processor, Customer guarantees he has written permission from the competent controller to engage Fuga Cloud for carrying out processing activities under the conditions of the Agreement and clauses 9 and 10. Customer hereby indemnifies Fuga Cloud for all claims, damages and fines with respect to the provisions of this clause 9.8.
- 9.9 Fuga Cloud shall implement and maintain appropriate technical and organizational security measures for the Fuga Cloud data center facilities, servers, networking equipment and host software systems that are used to process personal data. The measures are accessible via <https://fuga.cloud/security-measures/>. Customer acknowledges it has determined that Fuga Cloud's technical and organizational security measures are indeed adequate for the purposes determined by Customer.
- 9.10 Fuga Cloud shall keep secrecy with respect to the personal data. Fuga Cloud may only use the personal data for the purposes of carrying out the Agreement on behalf of Customer. Fuga Cloud ensures that the persons authorized to process the personal data, have committed themselves to confidentiality or are bound to confidentiality by law.
- 9.11 Customer is at all times solely responsible for reporting a personal data breach to the competent supervisory authority and/or data subjects. Fuga Cloud will notify Customer of the personal data breach within 24 (twenty-four) hours after becoming aware of it. Fuga Cloud shall include in this report, in so far this information is available to Fuga Cloud:
- The (likely) cause and nature of the personal data breach;
 - The categories of subjects and personal data concerned and the approximate number of data subjects concerned;
 - The (known or expected) consequences of the personal data breach.
- 9.12 Parties will not disclose any information regarding any (fear of) breaches of the security measures or (fear of) personal data breaches other than to each other, except if this is necessary for the party to comply with obligations on the basis of European Union (EU) law or Dutch law.
- 9.13 In the case (technical or organizational) measures, (research) activities, adaptations or changes or other activities (hereafter: additional measures) are needed to comply with any of Fuga Cloud's obligations in this Agreement, Fuga Cloud will only be obligated to perform these additional measures if and after this has been agreed in writing with Customer. Fuga Cloud is entitled to charge fees for these additional measures (to the discretion of Fuga Cloud: also as an advance). This includes fees incurred for, but not limited to, the time Fuga Cloud employees spend on carrying out these obligations.
- 9.14 The duration of the processing by Fuga Cloud will be the same as the duration of the services out of which the processing occurs. Fuga Cloud will, at the choice of Customer and in so far possible, delete or return all personal data to Customer after the end of the provision of services relating to processing, and delete existing copies, unless EU law or national law that Fuga Cloud is subject to, requires storage of the personal data.
- 9.15 Reporting of the personal data breach as outlined in this clause 9.11, and informing of intended changes to sub-processors as meant in clause 9.3, shall be done by email to the email address provided by Customer as contact address during the subscription process for the Services. Customer is responsible for regularly checking the inbox of this email address.
- 9.16 The terms 'personal data', 'processing', 'controller', 'processor', 'personal data breach', are to be defined the same as in article 4 of the GDPR.

10. AUDIT AND COMPLIANCE

- 10.1 Fuga Cloud has third-party certifications as outlined in the measures meant in clause 9.9. Fuga Cloud will, at Customer's written request at reasonable intervals, provide Customer a copy of the most recent third-party audit or certification.
- 10.2 After obtaining the copy as meant in clause 10.1 and on the condition that Customer has provided compelling arguments in writing why additional audits are needed, Customer has the right to perform audits, including inspections, conducted by Customer or an independent auditor mandated by Customer who is bound by confidentiality, in so far necessary to check compliance of Fuga Cloud with clauses 9 and 10. Fuga Cloud shall cooperate with this audit by providing (access to) all information reasonably relevant for the audit, including supporting data such as system logs, within a reasonable period of time, whereby a maximum period of two weeks after request of such information is reasonable. Audits by Customer in

accordance with this clause 10.2 will take place no more than once a year, taking into account a period of 14 business days after notification by Customer. The costs of such audits are for the account of Customer. This includes fees incurred for, but not limited to, the time Fuga Cloud employees spend on the audit.

- 10.3 Customer shall keep not disclose the information provided or gathered on the basis of clauses 10.1 and 10.2 to anyone other than Fuga Cloud, unless EU law or national law to which Customer is subject, requires otherwise.
- 10.4. The findings as a result of the audit carried out will be assessed by the Parties in mutual consultation and, as a result thereof, be implemented by one of the Parties or jointly by both Parties.
- 10.5. The reasonable costs for the audit are borne by the customer, on the understanding that the costs for the third party to be hired will always be borne by the customer.

11. CODE OF CONDUCT

- 11.1. Customer will make use of the Services and/or other facilities offered in a responsible manner. It is prohibited to use the Services and/or other facilities offered in a manner that will result in: a) Damage in the system and/or Infrastructure of Fuga Cloud and/or third parties; or b) Interference with its use.
- 11.2 Customer will ensure that such damage and/or interference is not the result of misconfiguration on Customer's part.
- 11.3 It is not permitted to use the Services for activities that are illegal and/or in violation of the Agreement or the performance or non-performance of any other act that makes hacking possible.
- 11.4 Fuga Cloud reserves the right, at Fuga Clouds sole discretion, if forced by law or a court order; and/or a third party informs Fuga and/or a suspicion exists that through the Services a violation is made of the rights of a third party; there is a breach of the Agreement and the resulting obligations in question have not been met wholly or partially, to bar access to the Services and/or other facilities offered, to remove the information in question and/or suspend its other obligations until Customer meets its obligations.
- 11.5 If the actions and/or failure to act of Customer justifies this and/or the actions and/or failure to act of Customer continues regardless of the measures under taken by Fuga Cloud, as set out in clause 11.4, Fuga Cloud will be entitled to terminate the Agreement, without any damage compensation or restitution of monies paid being required.

12. FAIR USAGE

- 12.1. Customer shall comply with instructions from Fuga Cloud about fair use. If Customer fails to follow the instructions given by Fuga Cloud, Fuga Cloud is entitled through technical means to reduce the load caused by the Customer or in case of a continuous overload to stop the Services to Customer.
- 12.2 Fuga Cloud shall never be liable for damages of any nature whatsoever by the Client or third parties as a result of the measures taken by Fuga Cloud.
- 12.3 Fuga Cloud is entitled to adapt the agreed prices for the Services if Customer (Users) regularly exceeds the agreed data limit.
- 12.4 Fuga Cloud is not responsible for damage in the event of an unexpected temporary or sudden increase in data traffic.

13. WARRANTY

- 13.1. The Services are provided As Is and without warranty or guarantee.
- 13.2 Fuga Cloud does not warrant that the Services function without interruption or error or will be suitable for a particular purpose.

14. INCIDENTS AND MAINTENANCE

- 14.1 In case of an Incident Customer should immediately report the Incident to Fuga Cloud. After reporting the Incident by Customer Fuga Cloud will take the actions that lead or could lead to repair.
- 14.2 The costs for resolving an Incident shall be borne by the Customer if it appears that the cause of the incident is the result of its improper use of the Services, or any other act or omission contrary to the Agreement.
- 14.3 Fuga Cloud will inform Customer in advance about planned maintenance on the Fuga Cloud Infrastructure if it leads to problems with regard to accessing the Services or the unavailability of the Services. If possible, notification will be sent five Business Days before the commencement of maintenance. Customer will be notified of the planned work and the expected unavailability.
- 14.4 If Maintenance is required due to an emergency and this leads to maintenance problems with regard to gaining access to the Services, Fuga Cloud will inform Customer as quickly as possible about the problems and to carry out maintenance as soon as possible.

15. PRICE AND PAYMENT

- 15.1 All prices are exclusive of VAT and any other levies imposed by the government. The amounts payable will include applicable VAT and other levies possibly imposed by the government.
- 15.2 Payment for the Services is made only by credit card through an external payment provider. Fuga Cloud stores no credit card information.
- 15.3 Fuga Cloud charges for the use of the Services on the basis of actual use at the agreed (hourly) rates. Payment is made monthly by means of collection of the amount of the credit card.
- 15.4 If payment for whatever reason fails, the user is automatically notified that payment has failed. In addition, a new term, which indicates when a new payment attempt is made, will be set. If the last payment fails, Fuga Cloud will block access to the Services and issue a warning to Customer in which a final payment term will be set. Access to the Services will only be restored if the Customer pays within the payment period stipulated in the warning. If no payment is made, access to the Services will be permanently. In addition, all data and the created instances will be permanently deleted.
- 15.5 A price increase shall enter into force 50 days after the Customer has been informed of such an increase.
- 15.6 Should Customer fail to fulfill any payment obligation, Customer is in breach without any further notification of breach being required. Fuga reserves the right to charge all incurred costs to Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer. Extra-judicial collection costs amount to 15% of the debt, with a minimum of € 500 (five hundred euros). In any case Customer will be charged interest on a monthly basis, at the legal percentage rate increased with 3%, on all outstanding debts starting from the date of failure to pay.
- 15.7 Until full payment has been made Fuga Cloud has the right to suspend all services and obligations to Customer. Customer's obligation to meet Customer's commitments remains unchanged.
- 15.8 Above mentioned stipulations leave all the legal rights of Fuga Cloud unhindered.

16. DELIVERY DATES

- 16.1 All (delivery) dates which may be named by and may be applicable to Fuga Cloud are determined to the best of Fuga Cloud's knowledge on the basis of information made known to Fuga Cloud and will be taken into consideration as much as possible.
- 16.2 (Delivery) dates shall therefore not be considered to be absolute (delivery) dates within which must be delivered, but a time period within which Fuga Cloud shall strive with best efforts to deliver the agreed upon items. If it is not possible to keep to the (delivery) date, then Fuga Cloud and Customer will consult with each other to agree on a substitute (delivery) date.
- 16.3 Exceeding a given (delivery) date, which may be applicable never, constitutes an attributable shortcoming by Fuga Cloud. Fuga Cloud does not accept liability under any circumstances in cases where the (delivery) date may be exceeded.

17. LIABILITY

- 17.1 Fuga Clouds total liability shall be limited, in accordance with clauses 17.2 and 17.3, to compensation for direct damage and to a maximum of the amount of the price actually paid by Customer in the year the damage occurred (excluding VAT) to a maximum of € 100.000,- (hundred thousand), whereby a sequence of events is regarded as one event.
- 17.2 Fuga Cloud has insured itself against damage. Fuga Cloud is in any case not liable for further damage and will not compensate for any further damage which Customer may suffer on the basis of the agreement entered into with Fuga Cloud, however caused, including possible claims of liability against Customer by third parties, than is covered and actually compensated for by the insurance increased with Fuga Cloud' deductible (own risk), except in case of malicious intent (opzet) or reckless disregard (bewuste roekeloosheid).
- 17.3 Fuga Cloud's total liability for damage resulting from death or physical injury will in no event amount to more than € 1,000,000 (one million euros), whereby a sequence of events is regarded as one event.
- 17.4 Direct damage is exclusively understood as: a) The reasonable costs made in determining the cause and extent of the damage; b) The reasonable costs incurred in prevention or limitation of the damage, to the degree that Customer can demonstrate that these costs have led to the limitation of the damage.
- 17.5 Fuga Clouds liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of Customer to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against Customer, is expressly rejected.
- 17.6 With the exception of the cases named in this clause, Fuga Cloud has no liability for damage compensation regardless of what an action towards compensation could be based upon.

- 17.7 Fuga Clouds liability exists solely when Customer immediately and appropriately notifies Fuga Cloud of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and Fuga Cloud then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that Fuga Cloud is able to react adequately.
- 17.8 The condition for the existence of any right to compensation is always that Customer notifies Fuga Cloud in writing by registered mail within 60 (sixty) days after the damage came into existence and takes the necessary measures to limit the damage as much as possible.
- 17.9 Customer indemnifies Fuga Cloud from all liability regarding third parties due to allegations as a consequence of deficiency in a product, system or service provided by Customer to third parties that consisted of a delivery made by Fuga Cloud.
- 17.10 Fuga Cloud does not accept any liability for damage regardless of its nature caused by Third Party Products, which Fuga Cloud has delivered to Customer. If possible Fuga Cloud will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Customer.
- 17.11 Fuga Cloud is not liable for any damage regardless of its nature, which is the result of a failure to provide Support, Maintenance and/or Warranty on time.

18. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 18.1 Nothing in this Agreement intends to transfer intellectual property rights of Fuga Cloud to Customer and vice versa.
- 18.2 Both Parties agree not to use the Confidential Information of the other party or to disclose it to a third party.

19. DURATION

- 19.1 The Agreement comes into effect when Fuga Cloud has confirmed the order of Customer.
- 19.2 The Agreement terminates at the moment Customer stops using the Services.

20. TERMINATION

- 20.1 After the end of the Agreement for any reason, Customer may derive no rights from the Agreement, leaving unhindered the existence of the rights and obligations of both parties which by their nature continue automatically after the conclusion of the Agreement.

21. TERMS AND CONDITIONS

- 21.1 Purchase conditions or any other conditions used by Customer will not be applicable.
- 21.2 The Appendices to the Agreement are an integral part of the Agreement. If there is a discrepancy between the Agreement and the Appendices, the Agreement will prevail.

22. APPLICABLE LAW

- 22.1 This agreement is governed by Dutch law, unless the parties agree otherwise in writing. The parties explicitly agree that the CISG does not apply.
- 22.2 In case of a dispute, the district court of Amsterdam will be the only competent court.