

## DOCUMENT PERSONAL USE LICENSE

Licensor is Brisksky BV, Zijpstraat 114, Duffel 2570, Belgium. Licensor grants you a non-exclusive, perpetual personal-use license ("License") to download and use for your own purposes the accompanying document that you have purchased from Licensor ("Document") subject to the following restrictions:

- Personal Use. This License is for personal use only. Personal use means the use of the Document for your own operational business within your company. Except as otherwise defined in this License, you shall NOT otherwise without prior written consent of Licensor, market, exploit, transfer, disclose, sell, redistribute or sublicense the Document to any other third-party. The Document may not be used in any way whatsoever in which you charge money, collect fees, or receive any form of remuneration. The content of the Document may not be used in advertising.
- <u>Confidentiality</u>. The content of the Document is strictly confidential and may not be disclosed to any unauthorized third parties without the prior written consent of the Licensor. The disclosure within your enterprise to another affiliate or to your contractors, consultants, investors and insurers with a "need to know" for the purpose of this License is permitted and does not require the prior written consent of the disclosing Party, provided that any of these third parties is subject to appropriate written confidentiality obligations, not less restrictive than in this License.
- <u>Purchase a Reseller License:</u> You may become a reseller of Licensor for the purpose of distributing the Document to third parties and purchase from Licensor the right to resell the Document subject to additional terms and conditions and a purchasing scheme between you and Licensor. Please, contact the Licensor under info@brisksky.com.
- <u>Copyright Notice</u>. The Document you have received is copyright protected and subject to the exclusive copyrights of the Licensor. Any use of the Document must be accompanied by the Copyright Notice of Licensor: "Copyright © 2021 Brisksky". The Copyright Notice may not be deleted.
- <u>Title and Ownership</u>. Title and ownership, and all rights now and in the future, of and for the Document remain exclusively with Licensor, subject to copyright, trademark, and other intellectual property rights under the applicable laws.
- <u>NO WARRANTIES.</u> THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. THE DOCUMENT ARE PROVIDED 'AS IS.'
- <u>NO LIABILITY.</u> LICENSOR WILL NOT BE LIABLE FOR ANY THIRD PARTY CLAIMS OR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THIS LICENSE OR BUYER'S USE OF THE MEDIA.
- BREACH. YOUR VIOLATION OF THIS LICENSE IS A MATERIAL BREACH AND WILL TRIGGER ESSENTIAL DAMAGE CLAIMS OF THE LICENSOR AGAINST YOU. EACH BREACH WILL RESULT IN A DAMAGE CLAIM OF NOT LESS THAN 10 000 EURO. THE LICENSOR SHALL BE ENTITLED TO SEEK INJUNCTIVE RELIEF WITHOUT THE NEED TO POST BOND, IN ADDITION TO ANY OTHER AVAILABLE LEGAL OR EQUITABLE REMEDIES.
- <u>LIMITATION PERIOD.</u> YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE DOCUMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- <u>Severability.</u> If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties of this License, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- <u>No Waiver.</u> No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- Entirety. This License constitutes the entire agreement between you and Licensor. There are no understandings, agreements or representations with respect to the Website not specified here, or incorporated herein. Licensor shall not be bound by any additional provisions that may appear in any communication from you.
- <u>Applicable Law.</u> The License is governed by and must be construed, interpreted in accordance with the laws of Belgium without given effect to the conflict of law principles thereof. The courts of Brussels have exclusive jurisdiction over any dispute, legal action and proceedings arising out of or related to the License, which shall be binding and enforceable upon the Parties worldwide.