

Limited License Agreement

NO MODIFICATIONS TO THIS LIMITED LICENSE AGREEMENT ARE ACCEPTED.

This is a legal agreement (“License”) between Licensee (identified on the signature page) and VITO NV, having its registered office at Boeretang 200, 2400 Mol (company number 0244.195.916) (VITO). This Agreement applies to licenses issued in respect of BRILLIANT at brilliant.vito.be and is applicable to level Ag (Silver) products only. Licensee agrees to all terms of this Agreement and confirms that he/she is authorized to form a contract.

Article 1 - Definitions

When used in the License, the following words and expressions have the meaning as stated hereunder:

- 1.1. “Indirect Utilization” the license granted by VITO to Licensee as per article 2.1 includes the right to Licensee to have a third party make and provide, only for the account of and for the use, sale or other disposal by the Licensee of products and/or services provided that the substantial portion of the specifications of such products and/or services has been designed by or for Licensee.
- 1.2. “Fair and Reasonable Conditions” means appropriate conditions including possible financial terms taking into account the specific circumstances of the request for the License, for example the actual or potential value of the Patent and/or the scope, duration and characteristics of the use envisaged. In this context, fair and reasonable conditions are determined by the Licensee itself whereby the Licensee in good faith will provide VITO with a fair and reasonable financial return upon successful implementation of the corresponding Level Ag Product by itself or as whole or substantial part of a larger whole.
- 1.3. “Level Ag Product” or “Product” means a product, apparatus, process, use, service, a.o., as described and illustrated on the product pages of the BRILLIANT website at brilliant.vito.be and labelled “SILVER” (or AG, Ag).
- 1.4. “Patent” or “Patent Application” or “Patent Rights” means the legal protection provided by VITO on the Level Ag Product by means of pending patent applications or granted patents.

Article 2 – Granted Rights – Obligations of Licensee

- 2.1. Subject to the Terms and Conditions of this Agreement, VITO hereby grants to Licensee a non-exclusive, non-transferable and revocable license, with the limited right to sublicense for Indirect Utilization only, to use the Level Ag Product within its business operation at fair and reasonable conditions.
- 2.2. Licensee hereby agrees to inform VITO in writing about Licensee’s use of the the Level Ag Product and accompanying Patent within its business organization at six (6) months intervals). If VITO does not receive such regular reports on the commercial usage of the Level Ag Product , VITO is entitled to consider that the relevant Level Ag Product is not or no longer commercially used by the Licensee. VITO agrees to treat the reported information as confidential as long as such information is not publicly known, is not already in possession of VITO or is not obtained from a third party free to disclose this information to VITO.

Article 3 – Intellectual property

No ownership in the Level Ag Product and concomitant Patent Rights shall pass to Licensee by the issuance of this License. Licensee may request transfer of the Patent Rights to prosecute and/or maintain the Patent Rights in its own name. This request should be made in writing by email (info.brilliant@vito.be) and at least 3

months prior to the expiry date mentioned on the relevant product page. VITO reserves the right to refuse the request for transfer of the Patent Rights if there is a conflict with a pre-existing agreement between VITO and another party.

Article 4 – Disclaimer of liability

THE APPLICABLE LEVEL AG PRODUCT INFORMATION IS PROVIDED “AS IS”. VITO DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF QUALITY OR EXCLUSIVITY OR ORIGINALITY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. VITO SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS LICENSE OR OUT OF THE USE OF THE PRODUCT, EVEN IF VITO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. BY OBTAINING THE PATENT, LICENSEE AGREES TO USE THE PRODUCT AT ITS OWN RISK.

Article 5 - Termination

The License automatically terminates from the moment VITO decides to abandon the Patent Rights. Such decision can be taken by VITO at any time without any liability. Licensee shall be informed hereof through appropriate notice on BRILLIANT.

Article 6 - Miscellaneous

- 6.1. Without prejudice to article 4 above, the liability of VITO can under no circumstances exceed the cost paid by a Licensee for the granted user rights.
- 6.2. The Terms and Conditions outlined in License are governed by the laws of Belgium without reference to its conflict of law principles. Any dispute will be presented before a court in the Brussels (Belgium).
- 6.3. Licensee must comply with all applicable export laws and regulations.
- 6.4. Only a written document signed by an authorized representative of both parties can modify the License. If one or more of the provisions contained in the License is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.
- 6.5. The parties may communicate with each other by e-mail and such communication is acceptable as writing. The autographs of representatives of each party as received by electronic transmission (e.g. facsimile, pdf, ...) shall constitute original signatures.

Executed in duplicate, one (1) copy for each party.

For Licensee:

For VITO

Name:

Dirk Fransaer or his authorized representative

Title:

Managing Director

Date:

Date: