



## LICENSE AGREEMENT FOR USE OF DATABASE

The License Agreement For Use Of Database (hereafter the "Agreement") defines the terms and conditions with respect to the use of the Belpex Database containing the information defined in article 1 of this Agreement and (hereafter the "Database") provided by Belpex NV/SA, having its registered office at 1000 Brussel, Keizerinlaan 66 and registered with the legal entities register under number 0874.978.602 (hereafter "Belpex"):

### **1. Database**

- 1.1. Belpex intends to make available, free of charge, a Database containing data and reports in respect of the markets operated by Belpex (hereafter the "Information").
- 1.2. Belpex shall determine on a discretionary basis the content of the Database and shall at all times have the right, without any prior notice or motivation, to (i) modify the Information made available through the Database, (ii) make available other information, (iii) suspend the availability of the Database for maintenance or any other purposes, or to (iv) decide to cease making available such Database.
- 1.3. The Information contained in the Database is only made available for User's general information and does not constitute any form of advice, recommendation, representation or endorsement. Belpex is not responsible for any business decision taken on the basis of the Information sent through this service.
- 1.4. Access to the Database is made available through the server of Belpex. Upon subscription by means of the subscription form for accessing the Information, put at the disposal by Belpex on [www.belpex.be](http://www.belpex.be), Belpex shall issue the User a username and password for internet access to the Database. After activation of the password, the User shall be able to log on to the private part of the Belpex website and connect to the Database.
- 1.5. Data transmission and computer link to the Database through the internet shall be the sole and exclusive responsibility of the User.

### **2. License**

- 2.1. Belpex hereby grants to the User, who accepts, a non-exclusive and non-transferable right to consult free of charge the Database worldwide (hereafter "the License").
- 2.2. The abovementioned License is limited to the right to access, search, retrieve, display, print and download the content of the Database for final private and personal use.



### **3. Obligations of the User**

- 3.1. User represents and warrants that the information provided to Belpex through the subscription form is correct. User shall inform Belpex promptly of any changes in respect of this information. User is responsible for any information given to Belpex and shall hold Belpex harmless against any action of claim lodged by a third party against Belpex in respect of this information.
- 3.2. The User undertakes to consult and use the Database in good faith. The User acknowledges in this respect that Belpex has qualitatively and quantitatively invested substantially in obtaining, verifying and presenting the content of the Database.
- 3.3. The User shall in no event extract, re-utilize, reproduce, exploit, multiply, modify, adapt, translate, distribute, publish, rent, lend, expose, make available to the public, offer for sale, sell, license or use any substantial or insubstantial part of the content of the Database, irrespective of the form, media or carrier used, for purposes other than the final, personal and private consultation of the content of the Database, without the prior written and express authorization of Belpex.
- 3.4. In particular, and without prejudice to the generality of article 2.2., the User undertakes without the prior written and express authorization of Belpex not to:
  - (i) duplicate the Database;
  - (ii) create substitute or derivative databases from the Database;
  - (iii) reverse assemble, reverse compile or alter the Database;
  - (iv) distribute the data retrieved from the Database to non-authorized users;
  - (v) divulge the password to unauthorized users that have not agreed to the Agreement;
  - (vi) or in any other way perform acts which conflict with normal exploitation of the Database or unreasonably prejudice the legitimate interests of Belpex.

### **4. Assignment or sublicense**

- 4.1. The rights granted by Belpex under the Agreement are personal to the User and shall not be assigned or sublicensed.



- 4.2. Belpex shall be free in its sole discretion to assign the Agreement and its rights and obligations under it either in whole or in part.

## **5. Intellectual Property Rights**

- 5.1. The User acknowledges that, except for the License granted herein, no intellectual or other proprietary rights are transferred or assigned through the Agreement. All intellectual property rights, including but not limited to copyrights, trademark rights and database rights, used or embodied in or in connection with the Database (hereafter "the Intellectual Property rights) are and remain entirely and exclusively vested with Belpex.
- 5.2. The User agrees to respect all Intellectual Property rights of Belpex in its use of the Database and its content. The User shall not during or at any time after the termination of this license in any way question or dispute the Intellectual Property rights of Belpex.
- 5.3. All data contained in the Database are and remain the exclusive property of Belpex.

## **6. Warranty**

- 6.1. Except as otherwise set out in the Agreement, no representation, warranty or indemnity, express or implied, statutory or otherwise, whether as to correctness, accuracy, quality, fitness for purpose, non-infringement or any other matter, is given or assumed by Belpex with respect to the content of the Database or any part of it.
- 6.2. In particular, and without prejudice to the generality of article 6.1., no guarantee is given by Belpex for:
  - (i) the correctness and accuracy of market reports, market results, calculations, prices and any other historic or other Information that can be consulted through the Database;
  - (ii) an uninterrupted use of the Database.

## **7. Limitation of liability. Force majeure**

Belpex shall in no event be liable for any direct, indirect, special, incidental, or consequential damages arising out of the content of the Database (including arising out of infringement of third party rights), any factual errors in the Database, any interruptions in the service of providing the Database, or the use or inability to use the Database, including but not limited to damages or costs relating to the loss of business profits, business interruption, goodwill, loss of business information, software or computer programs. More in particular, since use of and access to the Database depends, in part,



on third parties (e.g. telecommunications carriers) whose performance is outside Belpex' control, Belpex disclaims all liability for damages arising from the failure of the transmission or receipt of data.

## **8. Term and early termination**

- 8.1. This Agreement shall become effective as of the moment the User agrees to it by clicking the "I agree" button. The Agreement between the User and Belpex is concluded for an indefinite period of time.
- 8.2. The User has the right to terminate the Agreement at any time by notifying Belpex hereof by email to [subscription@belpex](mailto:subscription@belpex) that states "UNSUBSCRIBE MARKET DATA SERVICE" in the subject bar. or by registered letter addressed to the registered office of Belpex.
- 8.3. Without prejudice to the rights and remedies Belpex may have under this Agreement or at law (in particular to claim compensation for damages incurred), Belpex shall have the right to immediately and without prior notification terminate the Agreement in case of breach by the User of one of the provisions of this Agreement. Upon termination of the Agreement by Belpex, the User shall no longer have access to the Database and shall be notified hereof at the moment of first login after termination.
- 8.4. Belpex may terminate this Agreement, without any compensation due, at any time subject to a fourteen (14) days prior notice of termination by email at User's email address.
- 8.5. The Agreement shall automatically terminate in case Belpex does no longer provide access to the Database or ceases its activities.
- 8.6. Notwithstanding the termination of the Agreement, the User shall remain bound by those provisions of the Agreement which by their terms extend beyond the date of termination.

## **9. Governing law and jurisdiction**

- 9.1. This Agreement is governed by and construed in accordance with the Laws of Belgium.
- 9.2. Any dispute arising out of this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Brussels.



## **10. Miscellaneous**

- 10.1. This Agreement constitutes the entire Agreement and understanding between Belpex and the User and supersedes all prior Agreements, arrangements or understandings, both written and oral, among the parties with respect to the subject matter hereof.
- 10.2. The Agreement may be amended or modified by Belpex in its sole discretion. Belpex shall promptly notify the User of such amendment or alteration and the amendment or modification shall become effective as of such notification. In case of unilateral amendments by Belpex, User has the right to terminate the Agreement in accordance with article 8.
- 10.3. If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable under the law of any jurisdiction, the validity, legality and enforceability of the remainder of the Agreement in that jurisdiction shall not be affected, and the validity, legality and enforceability of the whole Agreement in any other jurisdiction shall not be affected. In the event any provision is held in any proceeding to be invalid, illegal or unenforceable, the parties shall replace that provision with a new and valid provision having an effect as close as possible to the invalid provision.