

Brainwave Sample End-User License Agreement

THIS IS AN AGREEMENT BETWEEN YOU ("YOU") AND BRAINWAVE SAS. ("BRAINWAVE") REGARDING YOUR USE OF BRAINWAVE SAMPLE, ANY ASSOCIATED DOCUMENTATION, OBJECT CODE, COMPILED LIBRARIES, SOURCE CODE AND SOURCE FILES OR OTHER MATERIALS MADE AVAILABLE BY BRAINWAVE (COLLECTIVELY REFERRED TO IN THIS AGREEMENT AS THE ("SAMPLE")).

BY INSTALLING, ACCESSING OR OTHERWISE USING THE SAMPLE, YOU ACCEPT THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, ACCESS OR USE THE SAMPLE.

USE OF THE SAMPLE

Subject to your compliance with this Agreement, BRAINWAVE grants to You a non-exclusive, royalty-free license, under BRAINWAVE's intellectual property rights in the SAMPLE, to use and modify the SAMPLE along with a BRAINWAVE solution deployment;

SCOPE OF LICENSES

This Agreement does not grant You the right to use any BRAINWAVE intellectual property which is not included as part of the SAMPLE. The SAMPLE is licensed, not sold. This Agreement only gives You some rights to use the SAMPLE. BRAINWAVE reserves all other rights. Unless applicable law gives You more rights despite this limitation, You may use the SAMPLE only as expressly permitted in this Agreement.

SUPPORT

BRAINWAVE is not obligated to provide any technical or other support ("Support Services") for the SAMPLE to You under this Agreement. However, if BRAINWAVE chooses to provide any Support Services to You, Your use of such Support Services will be governed by then-current BRAINWAVE support policies.

TERMINATION

BRAINWAVE reserves the right to discontinue offering the SAMPLE and to modify the SAMPLE at any time in its sole discretion. Notwithstanding anything contained in this Agreement to the contrary, BRAINWAVE may also, in its sole discretion, terminate or suspend access to the SAMPLE to You or any end user at any time. In addition, if you fail to comply with the terms of this Agreement, then any rights granted herein will be automatically terminated.

You acknowledge that termination and/or monetary damages may not be a sufficient remedy if You breach this Agreement and that BRAINWAVE will be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach. BRAINWAVE may also terminate this Agreement if the SAMPLE becomes, or in BRAINWAVE's reasonable opinion is likely to become, the subject of a claim of intellectual property infringement or trade secret misappropriation. All rights and licenses granted herein will simultaneously and automatically terminate upon termination of this Agreement for any reason.

DISCLAIMER OF WARRANTY

THE SAMPLE IS PROVIDED "AS IS" AND BRAINWAVE DOES NOT WARRANT THAT THE SAMPLE WILL BE ERROR-FREE, VIRUS-FREE, WILL PERFORM IN AN UNINTERRUPTED, SECURE OR TIMELY MANNER, OR WILL INTEROPERATE WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA. TO THE MAXIMUM EXTENT ALLOWED BY LAW, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF BRAINWAVE HAD BEEN INFORMED OF SUCH PURPOSE), OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE HEREBY DISCLAIMED.

LIMITATION OF LIABILITY

IN NO EVENT WILL BRAINWAVE OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE, DATA OR DATA USE, BUSINESS INTERRUPTION, COST OF COVER, DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SAMPLE OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF BRAINWAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MISCELLANEOUS

This Agreement constitutes the entire agreement with respect to the SAMPLE. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of France without regard to its conflict of laws rules. Any disputes related to this Agreement shall be exclusively litigated in the court of Nanterre, France.