

Breece Waffles License Agreement

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This License Agreement is in addition to the Terms of Use applicable to the Website and to all persons downloading content from the Website. In the event of any inconsistency between this Agreement and any applicable Terms of Use (all of which are incorporated into this Agreement by reference), the terms of this Agreement shall govern.

By downloading or purchasing the Product from the Website, you understand and agree to be bound by the terms and conditions stated herein.

License Terms

1. Definitions in this Agreement:

“You” or “your” means you, but if you are accepting on behalf of your employer or another entity for which you are an authorized agent, then “you” or “your” means your employer or principal entity;

“Breece Waffles” or “we” or “us” or “our” means Breece Waffles LLC, a Colorado limited liability company, as the owner and licensor of the Product; and

“Product” means the package of digital files or any combination thereof that you are downloading from the Website including any and all .PNG files, WebM files, digital images, digital video files, digital alerts, digital screens, screen text, digital layouts, digital borders, chat boxes, digital labels, digital label bars, transitions, panels, stickers, icons, sub badges, emotes, and other digital media generated electronically or digitally or by any other means or in any media or other material that you are downloading from Website, together with any accompanying material and/or any combination thereof being distributed by Breece Waffles through the Website. The term Product as used in this License Agreement expressly includes any individual Product file or any combination of individual Product files.

2. License Grant

Subject to the terms of this License Agreement, and in consideration of your payment of the fees required by Breece Waffles to download the Product, we hereby grant to you a royalty-free, limited, restricted, terminable, worldwide, non-exclusive, non-transferable, and non-sublicensable license to use the Product for the Permitted Use (defined below) in accordance with the terms and conditions of this License Agreement. You agree that Breece Waffles or its

suppliers, as applicable, retain all other rights in and to the Product, including without limitation all copyright and other intellectual property rights relating to the Product.

This License Agreement authorizes you to use the Product for the following purposes (the “Permitted Use”):

- a. incorporated into your Twitch website pages using the Twitch website “Edit panels” feature;
- b. incorporated into any video content that you create;
- c. incorporated into your electronic advertising and promotional items, including Web pages, social media, Discord account, screensavers, wallpaper, e-cards, video, and commercials;
- d. as an emote, sub badge, sticker or icon with any social media platform;
- e. modified, edited or altered for your own use and not for resale; and
- f. any other uses pre-approved in writing by Breece Waffles in Breece Waffles’ sole discretion.

Unless the activity or use is a Permitted Use, you cannot do it.

Any use of Product that is not a Permitted Use shall constitute infringement of copyright.

If there is any doubt that the proposed use of the Product is a Permitted Use, contact Breece Waffles for pre-approval and guidance prior to engaging in such use of the Product.

3. Standard Restrictions and Prohibitions

- a. You may not print the Product, in unaltered form, on a t-shirt, poster, mug or other physical medium and distribute it to others whether or not for profit.
- b. You may not distribute the Product, whether or not for profit, in unaltered form whether alone or as part of a collection, in whole or in part.
- c. You may not sell the Product, or any part of the Product, or any of the files included with the Product, for profit.
- d. You may not use the Product as part of a trademark, design-mark, trade name, business name, service mark, or logo.
- e. You may not use the Product or any portion thereof in any manner that infringes the intellectual property rights of any party, or in any way subject us to any unfavorable actions by any party or regulatory actions.
- f. You may not post a copy of the Product on a network server or internet website server for use by other users, unless you purchase a Product license for each additional user.
- g. You may make one copy of the Product solely for back-up purposes, and you must reproduce all proprietary notices on this single back-up copy.
- h. You may not use the Product or any portion thereof as part of any “template” application for distribution whether or not for profit, including without limitation, any form templates for use as an internet website, Flash program, PowerPoint, business cards, electronic greeting cards, brochure design, etc.
- i. You may not use the Product in a manner that is, or is considered by Breece Waffles in its sole discretion or applicable law to be pornographic, obscene, immoral, infringing, defamatory,

libelous or discriminatory on legally prohibited grounds, for political campaigns, or reasonably likely to bring any person or property reflected in the Product into disrepute.

j. You may not remove any notice of copyright, trademark or other proprietary right from any place where it is on or embedded in the Product.

k. You may not assign, sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Product or the rights granted under this License Agreement without Breece Waffles' prior written consent, in Breece Waffles' sole discretion, and any assignment or other transfer without such consent by Breece Waffles shall be void.

l. If the Product is reproduced on a social media platform or other third-party website, (i) the rights granted herein shall automatically be revoked in the event that the platform website seeks to exploit purported rights to the Product contrary to the terms of this License Agreement, and (ii) in such event, upon Breece Waffles' request, you will remove the Product from such platform or website.

m. If you wish to use the Product for any use not expressly licensed under this License Agreement, such use will require a separate agreement with Breece Waffles. Breece Waffles agrees to discuss your proposed use and the necessary terms and conditions of that agreement. Please contact Breece Waffles for guidance by emailing us at waffles@breecewaffles.com. This Agreement does not contain any implied rights. All rights not expressly granted hereunder are reserved by Breece Waffles.

4. Term of License Agreement

This License Agreement is effective until it is terminated as provided herein. You can terminate this License Agreement by destroying the Product and any and all copies or archives of it and accompanying materials (if any), and you stop using the Product for any purpose. This License Agreement terminates without notice from Breece Waffles if at any time you fail to comply with any of its terms. Upon termination, you must immediately stop using the Product and for any purpose; destroy or delete all copies or archives of the Product and accompanying materials (if any), and if requested by Breece Waffles, confirm in writing that you have complied with these requirements.

5. Breece Waffles Unilateral Rights

a. Breece Waffles has the right, exercisable at any time and from time to time by written notice to you (whether by email, posting to the Website or otherwise), to amend the terms of this License Agreement to the extent Breece Waffles deems necessary (in its sole discretion) to comply with applicable law or legal process and/or to replace the Product with an alternative Product for any reason. Upon such notice, the license for the replaced Product immediately terminates and thereafter you may not use the replaced Product for any purpose, and this License Agreement (as may be amended) automatically applies to the substituted Product. You agree not to use the replaced Product for any purpose.

b. Additionally, upon notice from Breece Waffles, or upon your knowledge that the Product is subject to a threatened, potential or actual claim of infringement of another's right for which

Breece Waffles may be liable, you must immediately and at your own expense (i) stop using the Product; and (ii) delete or remove the Product and all related files and materials from your devices, computer systems and storage (electronic or physical). Within a commercially reasonable amount of time after the events described in this Section 5.b., Breece Waffles will provide you with a replacement Product (which shall be determined by Breece Waffles in its sole discretion) free of charge, but subject to the other terms and conditions of this Agreement.

6. Limited Representations

Breece Waffles represents it is the owner of the Product identified on the Website. As to the Product, Breece Waffles represents to you that it has conducted efforts to ensure that Breece Waffles owns all proprietary and intellectual property rights in and to the Product under applicable laws. In the event you are unable to download the Product successfully upon purchase of same, you must repurchase the Product unless you can demonstrate to Breece Waffles' satisfaction that your inability to successfully download one copy of the Product was due to the fault of Breece Waffles or the Website.

You may seek for refund only if any of the following occurs:

- a. downloaded Product is corrupted, and we are unable to fix the Product; or
- b. downloaded Product is inconsistent with its product description in terms of file types and resolution at the time of download/purchase; or file of downloaded Item is missing or unable to be downloaded by you at the time of download/purchase and we are unable to retrieve such file.

In event that you wish to request a refund due to any of the foregoing events, you must contact Breece Waffles via email at waffles@breecewaffles.com in writing not later than 30 days from the date of your purchase and comply with any instructions as may be directed by us from time to time, failing which, we will not pay any refund request(s) whatsoever.

7. Disclaimer of Warranties

EXCEPT FOR THE SPECIFIC WARRANTIES STATED BY BREECE WAFFLES IN SECTION 6 ABOVE, ALL PRODUCTS ARE PROVIDED BY BREECE WAFFLES "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, AND BREECE WAFFLES HEREBY DISCLAIMS THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR QUALITY OF DATA AND FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, TITLE, NON-INFRINGEMENT, LACK OF VIRUSES OR CORRESPONDENCE TO DESCRIPTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BREECE WAFFLES DOES NOT REPRESENT OR WARRANT THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. SHOULD THE PRODUCT PROVE DEFECTIVE IN ANY RESPECT WHATSOEVER, YOU (AND NOT BREECE WAFFLES) ASSUME AND BEAR THE ENTIRE RISK AND COST OF LOSS REGARDING THE SAME. Certain jurisdictions do not allow the exclusion

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a. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. Indemnification

You agree to indemnify and hold Breece Waffles, its affiliates, and their respective officers, directors, managers, members, shareholders, attorneys, agents and representatives (each, an "Indemnified Person") harmless for all costs, damages, liabilities and expenses (including reasonable attorneys' fees) incurred by each Indemnified Person arising out of or related to any investigation, claim, suit or proceeding in connection with your failure (or the failure of anyone acting on your behalf) to comply with any provision(s) of this License Agreement.

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11. General Provisions

You agree that all matters relating to your access to or use of the Product, including all disputes arising out of this License Agreement, will be governed by the laws of the United States and by the laws of the State of Colorado without regard to its conflicts of laws provisions, and will not be governed by the United Nations Convention on Contracts for the International Sale of Goods the application of which is expressly excluded. You agree to the personal jurisdiction by and venue in the state and federal courts in Denver County, Colorado. Any and all suits or proceedings between you and Breece Waffles shall be conducted in the English language.

- a. This License Agreement is personal to you and is not assignable by you, in whole or in part, without Breece Waffles' prior written consent. We reserve the right to assign this License Agreement without notice to you or your consent so long as the assignee agrees to be bound by its terms.
- b. You agree to pay for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Product, pursuant to this License Agreement, and to reimburse Breece Waffles upon demand for any of the foregoing paid or required to be paid by Breece Waffles.
- c. In the event that any of the provisions of this License Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this License Agreement shall remain in full force and effect.
- d. The original of this License Agreement has been written in English. You waive any right you may have under the law of any jurisdiction to have this License Agreement written in any language other than English.
- e. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- f. You specifically agree and acknowledge that you have, in addition to the terms of this License Agreement, reviewed the Terms of Use and any other written materials and agreements which may be incorporated by reference therein, and to the extent of their incorporation in this License Agreement you agree to be bound by them.
- g. You are at least 18 years of age and have the right as well as capacity to enter into this License Agreement.
- h. You will not use the Product or any portion thereof in contravene with this License Agreement or any policies/guidelines as may be provided by Breece Waffles from time to time.
- i. All information (including account registration details, payment and billing information) provided by you are accurate, complete and up to date.

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