

MÉRIEUX NUTRISCIENCES BANGALORE PRIVATE LIMITED TERMS AND CONDITIONS FOR SERVICES

1. SCOPE.

- 1.1. These terms and conditions (the “**Terms**”) between Merieux NutriSciences Bangalore Private Limited t/a Merieux NutriSciences (“**Merieux NutriSciences**”) and the customer (the “**Customer**”) requesting certain Services (as defined below), govern the relationship between Mérieux NutriSciences and Customer, and the terms on which the Services are provided to Customer.
- 1.2. A “**Service Order**” is any document issued by Mérieux NutriSciences, in any media, including via the Internet that sets out the services to be provided to Customer by Mérieux NutriSciences or its agents (the “**Services**”) and the prices for such Services as well as other sums due pursuant to these Terms (“**Price**”). Customer agrees that when Customer signs or submits a Service Order or otherwise indicates Customer’s acceptance, as the context requires, an agreement will be formed between Customer and Mérieux NutriSciences for the provision of the Services which will be governed exclusively by these Terms.
- 1.3. If, and only to the extent specified in a Service Order, Services may include as the case may be, but are not limited to, the provision by Mérieux NutriSciences to Customer of access to and use of the Internet platform My MXNS and/or the My MXNS mobile software application and/or any other software application accessed via an Application Platform (as defined below), subject to the applicable terms and conditions on the Application Platform, which is offered by Mérieux NutriSciences for use by its customers (collectively, with any updates or enhancements thereto, the “**Software Applications**”). As used herein, (i) “**Application Platform**” means the host system, Internet infrastructure and services platform and any other communication systems, network connections and interfacing capabilities used by Mérieux NutriSciences in order to enable the provision of a Software Application; (ii) “**Software System**” means, collectively, any Software Application and the related Application Dashboard and Application Platform; and (iii) “**Application Dashboard**” means an online user interface used to access a Software Application and organize and display Customer information generated by, uploaded to or stored within any Software System.
- 1.4. If for any reason the Service Order is not signed by Customer, Mérieux NutriSciences is entitled to assume that any conduct by Customer or Customer’s agents that recognizes the existence of a contract pertaining to the subject matter of the Service Order, including but not limited to Customer providing samples to Mérieux NutriSciences for analysis and/or the performance of any Service by Mérieux NutriSciences for the benefit of Customer, is acceptance by Customer of these Terms. Nothing in these Terms prevents Mérieux NutriSciences from providing similar services to those contemplated herein or in any Service Order to other clients.

2. MÉRIEUX NUTRISCIENCES’ RESPONSIBILITIES.

- 2.1. Mérieux NutriSciences shall perform the Services in a professional manner, using a degree of care and skill consistent with applicable practices, laws, and regulations.
- 2.2. Mérieux NutriSciences shall provide Customer with the outcome of any Services performed, except for Software Applications (“**Results**”). Mérieux NutriSciences will report the Results to Customer in an agreed form (“**Service Report**”). Customer understands and agrees that the Results and any Service Reports will be based solely upon the information and materials Customer supplies to Mérieux NutriSciences, or the facilities or operations Customer makes available to Mérieux NutriSciences; Results are not to be regarded as representative of the larger population from which the sample submitted for testing was taken. Mérieux NutriSciences shall have no liability for any errors, deficiencies, or omissions in any Services provided to Customer that are based on inaccurate or incomplete information provided to Mérieux NutriSciences.
- 2.3. The Results and Service Reports are intended for use by persons having professional skill and training in the interpretation of such information. Interpretation of any Results or Service Report is at Customer’s own risk. Mérieux NutriSciences disclaims and assumes no responsibility, and Customer hereby waives and releases Mérieux NutriSciences, its employees, agents and representatives from all actions, proceedings, suits, causes of action, arbitration, verdicts and judgments either at law or in equity or arising under a statute, demands, claims of any nature,

costs and expenses or otherwise resulting from interpretation and use of such Results or Service Reports or Customer’s use or non-use of any Application Platform and any data or information in connection therewith. If any methodology used in rendering the Services represents the end product of development work carried out at Mérieux NutriSciences’ expense, Mérieux NutriSciences shall determine, in its sole discretion, whether or not the methodology will be revealed in the applicable Service Report or otherwise. Customer understands and agrees that in the event of a discrepancy between information set forth in a Software Application and a hard copy Service Report, such Service Report will control.

3. CUSTOMER’S RESPONSIBILITIES.

- 3.1. Customer hereby represents and warrants that it has the full right and authority to enter into the Service Order and to be governed by these Terms.
- 3.2. Customer may designate in writing third parties who are authorized to receive copies of Results or Service Reports, and Mérieux NutriSciences is entitled to assume that they are so authorized until Mérieux NutriSciences is notified in writing otherwise; provided, however, that Mérieux NutriSciences shall have no liability with respect to such Results and/or Service Reports to any person or entity other than Customer.
- 3.3. Customer shall allow Mérieux NutriSciences’ employees, agents, and representatives reasonable access to Customer’s facilities as necessary to perform the Services. Customer shall be responsible for providing a safe work place and working conditions for Mérieux NutriSciences’ employees, agents, and representatives.
- 3.4. Any hazardous or toxic materials to which Mérieux NutriSciences’ agents or employees may be exposed during the performance of the Services shall be properly stored and labeled by Customer in accordance with applicable laws and regulations.
- 3.5. Customer agrees that all decisions regarding which Services are required related to Customer’s products or business is solely Customer’s responsibility. While Mérieux NutriSciences may provide advice and recommendations, Customer must decide whether the specific Service is appropriate for Customer’s circumstances and intended use of the Results, Service Reports or Software Applications. Customer represents and warrants that (i) it has sufficient and reasonable commercial knowledge and experience with respect to all international, federal, state and local laws and regulations (the “**Laws**”) related to its products and business, and (ii) that Customer is in material compliance with all applicable Laws, including but not limited to, export and data privacy laws and regulations of any relevant jurisdiction with respect to Customer’s use of any Software Application and the related Software System.
- 3.6. Customer assumes all responsibility for the compliance of its products and the compliance by any and all persons or entities authorized by Customer to provide Customer Content (as defined below) (collectively, “**Third Party Content Providers**”) under any and all applicable Laws.
- 3.7. Customer acknowledges and agrees that implementing a withdrawal or recall of products based on the Results, including interim or preliminary Results, is Customer’s sole responsibility and at Customer’s sole risk.
- 3.8. Customer shall only permit Customer Content (as defined below) to be provided to Mérieux NutriSciences to the extent for which Customer has all permissions, approvals and legal rights necessary to provide such Customer Content for use by Mérieux NutriSciences and storage within any applicable Software System, and Customer represents and warrants that all Customer Content provided in connection herewith does not and will not infringe or otherwise violate any third party intellectual property rights or applicable law. Customer shall notify Mérieux NutriSciences in writing if Customer Content or samples are, or may reasonably be expected to become, the subject of any legal proceeding. Customer shall be solely responsible for any legal liability arising out of or relating to Customer Content and/or any samples or other material, item, product or compound supplied by Customer. Mérieux NutriSciences shall not, unless mandated by law to do so, be required to provide expert testimony regarding any Service carried out with respect to samples or other materials, items, products or compounds which are or may become subject to legal proceeding. “**Customer Content**” means data, reports,

test results, audits, certificates, documents, protocols, methods or other information provided to Mérieux NutriSciences in any form or uploaded to any Software System by or on behalf of Customer, but expressly excluding any Confidential Information of Mérieux NutriSciences.

- 3.9. Subject to compliance with the applicable privacy and personal data protection regulations, Mérieux NutriSciences shall have the right to use, on a de-identified or aggregated basis, any data contained in the Customer Content; provided, however, that no such use shall identify or otherwise be linked to Customer. Mérieux NutriSciences may make available to third parties the analytical and statistical information derived from such data. Customer hereby grants Mérieux NutriSciences the following perpetual, non-exclusive, irrevocable, paid-up, royalty free, sublicensable, transferable and worldwide licenses: (a) to access, store, reproduce, distribute, display, process, develop, create derivative works of, and use Customer Content as described above and to generate data therefrom; and (b) to make, have made, sell, offer for sale, use, import, reproduce, distribute, display, perform, and make derivative works of such data.

4. CONTROL OF MATERIALS.

- 4.1. Customer acknowledges that, due to the nature of the Services to be conducted, Mérieux NutriSciences shall be under no obligation at any time to return or dispose of samples or other materials provided by Customer to Mérieux NutriSciences for testing or analytical services. Samples and materials provided by Customer may be destroyed by Mérieux NutriSciences upon completion of the Services or after a retention period determined by Mérieux NutriSciences.
- 4.2. Mérieux NutriSciences shall retain all Service Reports and Results for at least five (5) years from the date the Services are performed, or as otherwise required by law (the “**Retention Period**”). Within a reasonable period of time following submission of a written request by Customer at any time during the Retention Period, Mérieux NutriSciences shall deliver to Customer in raw data format any Customer Content uploaded and stored by Customer within a Software System. Upon the expiration of the Retention Period, Mérieux NutriSciences will have the right to destroy or otherwise dispose of any and all records relating to the Services in its possession. Customer will pay all reasonable expenses incurred by Mérieux NutriSciences in transferring Customer Content and other records to Customer.

5. PAYMENT.

Unless otherwise stated in the Service Order, all Prices for the Services are expressed in Indian Rupee, and all amounts payable are exclusive of tax. Unless otherwise stated in the applicable Service Order, Customer shall pay Mérieux NutriSciences for performance of the Services and all related expenses in accordance with Mérieux NutriSciences’ invoices, which shall be paid in full within fifteen (15) days of the date of invoice without any deduction, set-off or counterclaim. Any balance remaining unpaid after the due date may be subject to a service charge of two percent (2%) per month until paid, but in no event shall such charge exceed the rate permitted by applicable law. Customer’s failure to make payments within forty-five (45) days of the date of invoice shall be deemed an event of default under these Terms, wherein Mérieux NutriSciences, without prejudice to such other remedies as may be available to it under these Terms, in law or in equity, may immediately suspend or terminate any further Services being carried out for Customer under the applicable Service Order and any other contract, agreement, or service order with Customer (and in such event Customer shall not be released from any of its obligations to Mérieux NutriSciences under any other contract, agreement, or service order). All payments due to Mérieux NutriSciences shall be payable within the specified time irrespective of whether or not Customer has recovered payment from a third party. If legal action or collection proceedings are necessary to enforce Customer’s payment obligations, Customer shall be liable for Mérieux NutriSciences’ costs of collection, including any collection agency retention costs, court costs and attorney’s fees. Mérieux NutriSciences reserves the right, prior to performing any Services, to require from Customer satisfactory security for performance of Customer’s obligations. If Customer fails to furnish satisfactory credit information, or if its account is in arrears, Mérieux NutriSciences may, at its option, defer further performance or terminate any outstanding Service Orders. The payment shall be made within the due date/credit period and shall not be linked with quality of results or service. The overdue payments will attract late payment charges @ 4% per month from the date of

invoice. For any cancellation or regeneration of invoice in current date, customer will bear the cost equivalent to GST applicable on first invoice.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

- 6.1. Without prejudice to the right granted to Mérieux NutriSciences to use the Customer Content under these Terms, neither party may disclose the other party’s confidential information, including these Terms and any detail related to the Service Orders, to any third party, other than its duly authorized representatives, affiliates, employees or agents who have a need to know for the purpose of the Service Order and who are bound by the obligations stated herein without prior written consent of the discloser. The confidentiality and non-use obligations hereunder shall not apply to information which (a) was in possession of the recipient prior to transmission by the discloser; (b) was or became accessible to the public through no fault of the recipient; (c) the recipient receives in good faith from a third party entitled to disclose it; or (d) is independently developed by the recipient, without reference to information received hereunder. In the event that either party is required by mandatory reporting obligations, applicable law or regulation or by legal process to disclose any confidential information, such party shall provide the other party with prompt notice of such request, unless otherwise prohibited. The confidential information of Mérieux NutriSciences expressly includes, without limitation, the Software Systems and the intellectual property related thereto. If required by law to make any disclosures, Mérieux NutriSciences reserves the right to seek reimbursement from Customer for reasonable costs associated with the preparation and submission of Results, Service Reports or other Customer confidential information.
- 6.2. Any Service Report or Results furnished by Mérieux NutriSciences is furnished solely for the benefit of Customer and the contents of any such Service Report or Results shall be the confidential property of Customer; provided, however, that ownership in the Service Reports and Results shall remain with Mérieux NutriSciences until Customer has discharged all of its obligations under the applicable Service Order and these Terms, including payment of the Price; provided, further that Customer shall not at any time alter, edit or misrepresent the content of any Service Report, Results, or other information received from or relating to Mérieux NutriSciences or its work on behalf of Customer.
- 6.3. Customer shall not, without Mérieux NutriSciences’ prior written consent, (i) use Mérieux NutriSciences’ name, trademark, or logo; or (ii) use any Results or Service Report for advertising or general publication or in any manner which may cause harm to Mérieux NutriSciences’ reputation and/or its business.
- 6.4. Customer shall abide by any regulations imposed by certification authorities, standard owners, accreditation bodies (including the National Accreditation Board for Testing and Calibration Laboratories) or any governmental or regulatory body in India relating to marks, emblems, symbols or logos attached to the Service Reports or Results.
- 6.5. Mérieux NutriSciences, and/or its third party providers and licensors, shall at all times retain ownership of all rights, title and interest in and to all Application Platforms, Software Applications, Application Dashboards and any copies and parts thereof (including all enhancements, revisions, updates, modifications, supplements, interim works and derivative works thereto), any related technical know-how and all copyright, patent and other intellectual property rights therein. Customer understands that, from time to time, Customer may provide information to Mérieux NutriSciences on which Mérieux NutriSciences may partly rely to design, structure or develop a modification, improvement, or update to the Software System (“**Developments**”). Customer hereby consents to Mérieux NutriSciences’ use of such information to design, to structure or to determine the scope of such Developments and acknowledges and agrees that any such Developments shall be, and shall remain, the sole and exclusive property of Mérieux NutriSciences. Customer will have no rights, ownership or interest in or to any Software System except for (as applicable) a limited license for use, and Mérieux NutriSciences expressly reserves all rights not otherwise specifically granted thereunder.
- 6.6. Customer will retain intact and will not modify or remove any of Mérieux NutriSciences’ or its licensors’ or providers’ trademarks, service marks, logos, copyright and/or trademarks designators or makings, ownership indicators from any Service Reports or other report forms, splash or display screens, printout pages, or other forms of retrieved data or displays of any Software System. Customer acknowledges and agrees

- that a copyright notice shall not cause, or be deemed or construed as causing, any Software System or documentation to be a published copyright work or to be in the public domain.
- 6.7. Except to the extent specifically set forth in these Terms or in a Service Order, no ownership interest, right, or license whatsoever, either express or implied, is granted under any copyright, trade secret, trademark, trademark application, patent, patent application, or any other proprietary right now or hereafter owned, created or controlled by Customer or Mérieux NutriSciences.
7. **LIMITATION OF LIABILITY.**
- 7.1. **EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY HEREIN AND TO THE FULLEST EXTENT PERMITTED BY LAW, ALL TERMS, CONDITIONS, AND WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE) RELATED TO THE SERVICES, A SERVICE ORDER, THESE TERMS OR OTHERWISE ARE DISCLAIMED AND EXCLUDED UNLESS THE EXCLUSION OF ANY SUCH WARRANTIES WOULD CONTRAVENE APPLICABLE LAW OR CAUSE ANY PART OF THESE TERMS TO BE VOID. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF MÉRIEUX NUTRISCIENCES HEREUNDER ARE EXCLUSIVE.**
- 7.2. **THE SOFTWARE SYSTEMS DESCRIBED HEREIN, AS WELL AS ANY UPDATES, MODIFICATIONS AND OTHER MATERIALS, AND SERVICES WILL CONFORM TO THE SPECIFICATIONS FOR A TERM EQUAL TO THE WARRANTY PERIOD STATED IN THE SOFTWARE SYSTEMS' USER DOCUMENTATION. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS STATED IN THE FOREGOING SENTENCE, THE SOFTWARE SYSTEMS DESCRIBED HEREIN, AS WELL AS ANY UPDATES, MODIFICATIONS AND OTHER MATERIALS, AND SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. IN ADDITION, CUSTOMER EXPRESSLY AGREES THAT ACCESS TO THE SOFTWARE SYSTEMS MAY BE LIMITED OR UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SOFTWARE SYSTEM UPGRADES, MALFUNCTIONS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS. MÉRIEUX NUTRISCIENCES MAKES NO WARRANTIES REGARDING, AND DISCLAIMS ALL LIABILITY FOR, THE ACTS OR OMISSIONS OF THIRD PARTIES, ANY MATERIALS PROVIDED BY THIRD PARTY LICENSORS, HOSTS OR PARTNERS, ARRANGEMENTS WITH THIRD PARTIES, OR USE OF THIRD-PARTY SITES, SYSTEMS OR SERVICES.**
- 7.3. Mérieux NutriSciences' liability to Customer for breach of these Terms, any implied warranties, or for any negligence or other wrongdoing in the performance of the Services or otherwise related hereto, is limited at the Customer's option, to either re-performing the Service or refunding the total fee paid in respect of that part of the Service; provided that Mérieux NutriSciences shall not be liable to Customer for any claim if Customer has payment outstanding under the terms of Section 6.
- 7.4. Mérieux NutriSciences will under no circumstances be liable to Customer for any indirect, special, incidental, punitive or consequential loss or damage in any way.
- 7.5. The Results of the Services performed according to the Service Order are not pre-determined or certain. The validation of Results is a set of experiments, each with an unknown outcome. Mérieux NutriSciences does not guarantee, either express or implied, that the Results will meet the acceptance or other criteria set out by Customer, and Mérieux NutriSciences does not accept responsibility for failure to meet any acceptance or other criteria.
- 7.6. Customer accepts that any claim by Customer against Mérieux NutriSciences in connection with the Services shall be made in writing and notified to Mérieux NutriSciences within ten (10) days of Customer's receipt of the applicable Service Report and/or Results, failing which Customer shall be deemed to have waived its rights and/or to have irrevocably discharged and released Mérieux NutriSciences in respect of any and all liability pertaining to such claim.
- 7.7. Customer acknowledges that all disclaimers and limitations of liability on the part of Mérieux NutriSciences as set forth in these Terms are reasonable and reflected in the Price which would be higher without those provisions, and Customer will accept such risk and/or insure accordingly.
8. **INDEMNITY.**
- 8.1. Mérieux NutriSciences agrees to defend, indemnify and hold harmless Customer, its directors, officers, representatives, agents, employees and contractors from and against any and all claims, demands, costs, (including but not limited to reasonable attorneys' fees) or other cause of action (collectively "**Claims**") if Mérieux NutriSciences has received written notice thereof not later than six (6) months after the date of the Customer's knowledge of the relevant Claim which (i) is the proven direct result of Mérieux NutriSciences' willful misconduct or fraud in connection with the performance of the Services or (ii) results from a third party claim that any Software Application in unmodified form infringes or misappropriates such third party's proprietary intellectual property rights; provided, however, that the indemnity in this subparagraph shall not apply if the alleged infringement arises from: (A) use of Software Application other than within the applicable Software System; (B) use of any Software Application that has been modified or merged by Customer with other programs; (C) Mérieux NutriSciences following the designs, specifications or written instructions of Customer; (D) the use of any Software Application in combination with other software or hardware not provided or approved by Mérieux NutriSciences; or (E) the Customer Content processed by or stored within the Software Application.
- 8.2. Customer agrees to defend, indemnify and hold harmless Mérieux NutriSciences, its affiliates and their respective officers, agents, employees, representatives and contractors from and against any and all Claims arising out of or relating to (except to the extent of any required indemnity of Customer by Mérieux NutriSciences pursuant to Section 8.1 above) (i) the performance of the Services in accordance with these Terms or any Service Order; (ii) Customer's use of any products reviewed or analyzed by Mérieux NutriSciences; (iii) the use of the Results or Service Reports or any other data or analysis provided by Mérieux NutriSciences hereunder; (iv) any Customer Content or samples or other material, item, product or compound supplied by Customer; (v) any unauthorized use of or access to the Software Systems; or (vi) Customer's violation of any applicable Law.
9. **GENERAL CONDITIONS.**
- 9.1. In addition to Mérieux NutriSciences' right to terminate upon Customer's default as set forth in Article 6, these Terms and any open Service Orders may be terminated by Mérieux NutriSciences immediately upon notice to Customer if Mérieux NutriSciences determines in its sole discretion that providing the Services or dealing with Customer would be in breach of Sanctions Rules, Customer fails to satisfy due diligence requests made by Mérieux NutriSciences in connection with Sanctions Rules or other relevant Laws, or Customer does anything which is in breach of, or could cause Mérieux NutriSciences to be in breach of, Sanctions Rules. In addition, these Terms and any open Service Orders may be terminated by Mérieux NutriSciences for any or no reason without incurring any liability to Customer upon thirty (30) days written notice. If the Terms or any outstanding Service Orders are terminated, Mérieux NutriSciences shall be paid in full for all Services performed through the termination date, and the Customer shall be provided with a report of Services conducted prior to termination.
- 9.2. Customer may not delegate, assign, license, hold on trust, terminate, or transfer obligations or interest in these Terms or any Service Order without the prior written consent of Mérieux NutriSciences. Mérieux NutriSciences may assign, delegate, license, hold on trust, or transfer some or all of its rights at any time to an affiliate provided such affiliate assumes Mérieux NutriSciences' obligations hereunder.
- 9.3. Mérieux NutriSciences may, in its sole discretion, subcontract certain Services to other qualified third parties.
- 9.4. Mérieux NutriSciences shall not be liable for delays or failure to perform or other problems caused by unforeseen circumstances, compliance with governmental requests, laws, regulations, or breakage or failure of equipment or apparatus, or any other event or circumstance beyond the reasonable control of Mérieux NutriSciences.

- 9.5.** The relationship between the parties hereunder is of independent contractor and principal. No partnership, joint venture or agency is created through the provision of the Services.
- 9.6.** Each party, at its own expense, shall maintain adequate insurance coverage throughout the commercial relationship between the parties.
- 9.7.** These Terms and any Service Orders represent the entire agreement between Customer and Mérieux NutriSciences and supersede all negotiations, representations or agreements, written or oral. Customer agrees that it has not been induced to enter into these Terms or the Service Order by a statement or promise which they do not contain save that these Terms shall not exclude any liability which Mérieux NutriSciences would otherwise have to Customer in respect of any statements made fraudulently by Mérieux NutriSciences. In the event of any inconsistency, these Terms will prevail over the Service Order, unless otherwise stated on the Service Order, and over any terms and conditions included in Customer's purchase order or any other document unless expressly accepted by Mérieux NutriSciences in writing. The obligations set forth in Sections 2.2, 3.1, 3.5, 3.6, 3.7, 3.8, and 3.9, and Articles 1, 4, 5, 6,7, 8, and 9 shall survive the termination of the commercial relationship between the parties.
- 9.8.** In the event that any of the provisions of these Terms are or become null or void, such provisions shall be deemed to have been deleted from these Terms and the remaining provisions hereof shall remain valid and enforceable.
- 9.9.** The validity, interpretation and performance of these Terms and any Service Orders shall be governed by and construed in accordance with the laws of India, and the Customer submits to the exclusive jurisdiction of the Courts of Mumbai, India.