

Appendix for Agri-Footprint

This Appendix for Agri-footprint (the "Agri-footprint Terms") is appended to the **Mérieux NutriSciences | Blonk** General Terms and Conditions for Services available at <https://mxns-expertpartners.com/algemene-voorwaarden> (the "General T&Cs") and applies to all contracts for the provision of Agri-Footprint, incorporating the Agri-footprint® database (the "Database"), by Mérieux NutriSciences | Blonk. These Agri-Footprint Terms and the General T&Cs are incorporated in their entirety into and form a part of any Quotation for Agri-Footprint entered into between Customer ("Licensee") and Mérieux NutriSciences | Blonk ("Licensor"). In the event of any conflict between these Agri-Footprint Terms and the General T&Cs, these Agri-Footprint Terms shall prevail with respect to the Database license. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

PART I — COMMON PROVISIONS

1. Additional Definitions

The following terms supplement the definitions set out in the General T&Cs:

"Agri-footprint® Database" means the collection of independent works, data and/or other materials arranged in a systematic or methodical way and individually accessible by electronic means as a non-public LCA agricultural data on food, feed, and agricultural intermediate products food database, produced by and belonging to Licensor, also known as the Agri-footprint® database.

"Data Level" means the specific level of access, depth of detail, geographic scope, or data package of the Database granted to the Client, as specified and selected in the corresponding Quotation.

"Derivative Works" means any work created by Licensee or its End Users that incorporates, is derived from, or is based upon data extracted from the Agri-footprint® Database, including but not limited to reports, analyses, models, tools, and presentations.

"End User" means a natural person legally authorised to interact with the Agri-footprint® Database once the EULA has been accepted.

"EULA" means the End User License Agreement reproduced in Annex 1 of this Appendix and provided to all End Users prior to their first use of the Agri-footprint® Database, as set out in the Quotation or made available by Licensor.

"External User" means an End User who works outside Licensee's organisation and has been authorised to interact with the Agri-footprint® Database indirectly via a Tool built by Licensee.

"Internal User" means an End User who is employed by or contracted directly to Licensee.

"In Writing" means by paper or electronic means, including e-mail.

"License Fee" means the amount payable by Licensee as specified in the applicable License Schedule.

"License Schedule" means the document forming part of the Quotation specifying the license type, permitted scope of use, number of End Users, License Fee, Term, and any license-specific conditions.

"Permitted Purpose" means the scope of permitted use of the Database as specified in the applicable License Schedule.

"Term" means the initial period of this Appendix as specified in the applicable License Schedule, and any renewal period thereafter.

"Tool(s)" means any tools, software, services and/or products offered by Licensee or its End Users that use data from, or interact with, the Agri-footprint® Database, as further specified in the applicable License Schedule.

"Tool Providers" means third-party providers of digital tools, platforms, ERP systems, or feed optimisation software whose primary function is to make data — including LCI data — available to their own end users or clients, such that the Agri-footprint® Database could be integrated into their offering and distributed beyond the scope of Licensee's organisation.

2. EULA and End User Obligations

2.1 Licensee shall ensure that each End User receives and accepts the EULA prior to any interaction with the Agri-footprint® Database. Licensee shall provide the EULA to End Users electronically (e.g. by e-mail or shared folder).

2.2 Licensee is responsible for ensuring that all End Users comply with the EULA. Licensor may pursue claims directly against an End User only if: (i) Licensor has notified Licensee In Writing of the breach; and (ii) Licensee has failed to remedy the breach within seven (7) working days of such notice. This allocation does not limit Licensor's right to seek injunctive relief against any End User at any time.

2.3 Licensee may reassign End User rights to different individuals, provided the total number of active End Users does not exceed the maximum agreed in the License Schedule and such reassignment is reasonably necessary in the normal course of business operations.

2.4 Licensee shall ensure that all Tools contain technical measures to prevent End Users or third parties from copying the Agri-footprint® Database (for example, by limiting the number of scenarios that can be created using the Tool).

2.5 Where a Tool is made available to External Users, Licensee shall ensure that External Users are informed prior to their first use of the Tool, in a legally binding manner, of the following: (i) that the Tool incorporates data from the Agri-footprint® database owned by Licensor; (ii) that use of such data is subject to the EULA; and (iii) Licensor's contact details for any queries relating to the data.

2.6 Licensee shall promptly notify Licensor In Writing if the number of active End Users exceeds the agreed maximum. License Fees shall be adjusted accordingly.

3. Common Prohibited Uses

Regardless of the license type, the following uses are strictly prohibited:

(a) publishing, redistributing, or reselling the Agri-footprint® Database or any substantial part thereof;

(b) transferring any data from the Agri-footprint® Database to Tool Providers;

(c) engaging in activities competing directly with Licensor, its Affiliates, or parent company using the Agri-footprint® Database or Licensor's confidential information (including, without limitation, developing a food, feed, or agricultural LCI database for commercial use);

(d) reverse engineering, decompiling, or otherwise attempting to extract individual works or elements from the Agri-footprint® Database;

(e) removing or altering any identification, proprietary notices, labels, or trademarks of Licensor appearing in or on the Agri-footprint® Database.

If Licensee or its End Users are uncertain whether a particular use is permitted, Licensee shall consult Licensor In Writing at: info@blonksustainability.nl before proceeding.

4. Attribution

4.1 Licensee and its End Users shall clearly state that the source of the data is Licensor and shall include the version number of the Agri-footprint® database used in any publication, report, or communication incorporating Database data.

4.2 Any other use of Licensor's name, trademarks, or logos requires Licensor's prior written approval. Requests may be submitted to: info@blonksustainability.nl.

5. Third-Party Data — Ecoinvent

5.1 The Agri-footprint® Database incorporates data provided by Ecoinvent ("Ecoinvent Data"). By using the Agri-footprint® Database, Licensee and its End Users acknowledge that the following additional restrictions apply to the Ecoinvent Data:

(a) no use, copying, adaptation, sublicensing, sale, or distribution of Ecoinvent Data other than as expressly permitted by the EULA;

(b) no publication or distribution of derivative datasets incorporating Ecoinvent Data;

(c) no use of automated tools to download or index Ecoinvent Data;

(d) no disclosure of login credentials or access tokens relating to Ecoinvent Data to any third party;

(e) no granting of any rights in respect of Ecoinvent Data to any third party.

5.2 Ecoinvent is a third-party beneficiary of this Article 5 and is entitled to enforce these restrictions directly against Licensee and its End Users. Licensee shall accept the applicable Ecoinvent terms prior to signature of the Quotation; if Licensee declines such terms, the Quotation shall not enter into effect.

5.3 Licensee shall notify Licensor immediately at info@blonksustainability.nl upon becoming aware of any breach of this Article 5.

6. Reporting and Audit

6.1 Licensee shall inform Licensor In Writing of the current number of End Users at least once per year and upon Licensor's request.

6.2 Licensor retains the right to conduct one (1) dedicated audit per calendar year to verify compliance with these Agri-Footprint Terms, upon at least thirty (30) days' prior written notice. The audit may be conducted by a third party designated by Licensor, subject to a mutual non-disclosure agreement between such third party, Licensor, and Licensee. The audit shall be reasonable in scope, time, and location, and may be conducted on-site or remotely. In the event of a suspected material breach, Licensor may conduct an additional audit with no less than five (5) working days' prior written notice specifying the nature

of the suspected breach, limited in scope to the matters related to such breach.

6.3 Where an audit reveals a material non-compliance, Licensor shall deliver a written report setting out its findings and any applicable remediation deadline. Licensor may thereafter conduct up to two (2) follow-up audits within twelve (12) months of such report, upon at least ten (10) working days' prior written notice (reduced to five (5) working days where the remediation deadline is imminent), strictly limited to verifying remediation of the identified non-compliance. Follow-up audits do not count towards the annual audit limit. Their costs shall be borne by Licensee where non-compliance remains unresolved within the timeframe set out in the audit report.

6.4 Licensor bears the costs of the audit. If the audit reveals a material breach of this Agreement, Licensee shall bear the full costs of the audit, without prejudice to any claim for damages that Licensor may bring in connection with the breach identified.

7. Liquidated Damages for Unauthorised Use

7.1 Any material or repeated use of the Agri-footprint® Database in breach of the EULA or these Agri-Footprint Terms — including without limitation unauthorised redistribution, sharing of access credentials, or use outside the Permitted Purpose — constitutes a material breach of the Contract. Licensee acknowledges that such unauthorised use causes Licensor significant commercial harm that is difficult to quantify precisely.

7.2 In the event of such breach, Licensor shall notify Licensee In Writing. Licensee shall have seven (7) working days from receipt of such notice to remedy the breach ("Cure Period"). If the breach is not remedied within the Cure Period, Licensee shall be liable to Licensor for liquidated damages of:

(a) €5,000 per End User responsible for an instance of unauthorised use; and

(b) €1,000 for each day the breach continues after expiry of the Cure Period.

For the avoidance of doubt, the Cure Period under this Article 7.2 applies solely to the liability for liquidated damages and does not replace or shorten the cure period applicable to termination under the General T&Cs.

7.3 The aggregate amount of liquidated damages shall not exceed €50,000 per calendar year. This cap shall not apply where Licensor demonstrates that the breach was intentional, committed in bad faith, or resulted in a direct commercial benefit for Licensee or its End Users, in which case Licensor additionally reserves the right to claim disgorgement of profits derived from the unauthorised use.

7.4 The liquidated damages above do not preclude Licensor's right to seek injunctive relief at any time.

7.5 If a court of competent jurisdiction holds Licensee liable for breach of this Agreement, Licensee shall reimburse Licensor for all reasonable attorney's fees and costs arising from the matter.

7.6 Licensee shall notify Licensor In Writing immediately upon becoming aware of any breach of these Agri-Footprint Terms or the EULA, including details of the breach and remedial steps taken or planned.

7.7 To the fullest extent permitted by applicable law, Licensee shall not be liable for any indirect, special, incidental, punitive, or consequential damages of any kind, including but not limited to loss of profit (direct or indirect), loss of data, loss of savings, or damage to reputation.

8. Derivative Works

Notwithstanding Article 13 of the General T&Cs, Licensee owns all intellectual property rights in and to Derivative Works created by Licensee or its End Users within the scope of the Permitted Purpose. Nothing in these Agri-Footprint Terms constitutes a transfer of Licensor's intellectual property rights in or to the Agri-footprint® Database itself.

9. Change of Control

In the event of a change of control of Licensee (meaning any event whereby a third party acquires, directly or indirectly, control of more than 50% of the voting rights or the ability to direct the management of Licensee), Licensee shall notify Licensor In Writing within fifteen (15) days. Failure to provide such notice shall entitle Licensor to terminate the Contract immediately upon discovery, without any cure period. Licensor may, within thirty (30) days of receipt of such notice, either confirm the continuation of the Contract or terminate it with immediate effect. If no notice is given by Licensor within thirty (30) days, the Contract shall be deemed to continue.

10. Post-Termination Agri-footprint® Database Obligations

In addition to the termination provisions of the General T&Cs, upon any termination or non-renewal of the Contract:

(a) Licensee and its End Users shall, within fifteen (15) days, destroy all standalone copies of Agri-footprint® Database data in their possession and, upon Licensor's request, provide written confirmation of such destruction;

(b) Licensee and its End Users may retain and continue to use Derivative Works created prior to termination, provided that no further access to or interaction with the Agri-footprint® Database occurs;

(c) any Tools shall be modified so that they no longer use or interact with the Agri-footprint® Database.

11. Term and Renewal

11.1 This Appendix shall commence on the effective date set forth in the applicable Quotation. The initial duration of this Appendix shall be the period specified as the Term in the corresponding License Schedule (the "Initial Term").

11.2 Upon the expiration of the Initial Term, this Appendix shall automatically renew for successive periods of twelve (12) months (each a "Renewal Term"), unless either Party provides notice of non-renewal to the other Party In Writing at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term.

PART II — LICENSE-SPECIFIC PROVISIONS

The applicable license type is specified in the License Schedule. Only one license type applies per Contract. The provisions of Part I apply in full to all license types; the following sections set out additional or specific conditions applicable to each license type only.

Section A — Research License

Parameter	Value
Permitted Purpose	Non-commercial research and academic use only. Your Organisation is a university, NGO, non-profit organisation, or research institute. End Users (students, researchers) may use the Database for research reports, academic presentations, and teaching. Any commercial use or profit-generating

	activity is strictly forbidden and falls outside the scope of this licence.
Specific Conditions	End Users may not create derivative works, release interactive models, or copy/distribute the data externally. The following uses are additionally prohibited: building tools or software integrating Database data, distributing tools to External Users, commercial use of the Database, extending access to Affiliates, and engaging third-party developers. If a commercial or development use is envisaged, you must contact your Organisation, which may request the appropriate license from Licensor.

Section B — Consultancy License

Parameter	Value
Permitted Purpose	Multi-user generation of multiple reports, presentations, product research and development, AND integration within a tool or software for internal company use or for use by the Licensee's customers (External Users), provided such Tools are prohibited from commercial exploitation.
Specific Conditions	End Users may build tools or software integrating Database data for use within the Licensee's organisation and its Affiliates. Distribution of such tools to External Users is permitted within the scope of specific client engagements as defined in the Permitted Purpose. Commercial use of the Database is permitted for the Licensee's own operations. End Users who build Tools must ensure they include technical measures to prevent copying of the Database.

Section C — Enterprise License

Parameter	Value
Permitted Purpose	Multi-users Allow generation of multiple reports, presentations, product research and development. Allow integration within a tool, software, or service across different internal divisions within the organisation.
Specific Conditions	End Users may build tools or software integrating Database data for use within the Licensee's organisation and its Affiliates. Distribution of such tools to External Users outside the organisation is not permitted. Commercial use of the Database is permitted for the Licensee's own operations. End Users who build Tools must ensure they include technical measures to prevent copying of the Database.

Section D — Developer License

Parameter	Value
Permitted Purpose	Multi-user generation of multiple reports, presentations, product research and development, AND integration within a tool, software, or service that may be made available both internally and externally to the Licensee's customers (External Users). Your organisation is a service provider implementing the Database in software or tools for commercial and development purposes
Specific Conditions	End Users may build tools or software integrating Database data and may distribute such tools to External Users (clients) as defined in the EULA. Commercial use of the Database is permitted within the scope of the defined Tool. Competing activities are forbidden. Transfer of data to External Users is forbidden.

metrics of the Distributor Platform through a designated third party specifically to verify realized Database license revenue and compliance with the Agreement.

4. Technical Support & Release Cycle: Licensee is responsible for converting the Database into an online format compatible with the Distributor Platform and shall maintain a logbook of modifications for Licensor's final check prior to release. Licensee shall act as first-line support for its End Users. Licensor will only provide support regarding Database data errors on a best-effort basis

Section E — Commercial License

Parameter	Value
Permitted Purpose	Multi-user generation of multiple reports, presentations, product research and development. Commercial Use of the Database to support business activities, including the performance of calculations to the benefit of Licensee's business or Licensee's customers who pay for insight in agricultural systems.
Specific Conditions	Integration of the Database into any Tool is strictly forbidden and falls outside the scope of this license. Such forbidden use includes data integration in LCA tools, carbon footprinting tools, feed formulation or farm data management tools. End Users may not publish, redistribute or re-sell the Database or any substantial part thereof. Any use where the Database is integrated with other databases to create Tools requires a Developer License.

Section F : Distributor License

Parameter	Value
Permitted Purpose	The non-exclusive, non-transferable right to technically integrate, re-distribute, and sell access to the Database to authorized End Users. .
Specific Conditions	1. EULA Representation: Licensee is empowered by right of representation to conclude the EULA between Licensor and the End User. If the EULA is updated, Licensee must ensure End Users accept the updated EULA within five (5) days. 2. Platform Indemnification & Specific Liability Cap: Notwithstanding anything to the contrary in the General T&Cs, Licensor's total cumulative liability under this Distributor License for any and all claims or damages shall be strictly limited to a maximum aggregated amount of five thousand Euros (€ 5,000), including interest. 3. Audit Rights (Revenue): Licensor retains the right to audit the Licensee's books, records, and

ANNEXE 1 - END USER LICENSE AGREEMENT (EULA)

This End User License Agreement ("EULA") governs your personal use of the Agri-footprint® database (the "Database") owned by Mérieux NutriSciences | Blonk ("Licensor"), a private limited company incorporated under the laws of the Netherlands (Chamber of Commerce No. 18047485).

Definitions :

The following terms have the meanings set out below wherever they appear in this EULA:

"Intellectual Property Rights (IP Rights)" means Patents, registered and unregistered trademarks and service marks, domain names, registered designs and design rights, copyright (including in computer software and databases), database rights and moral rights, applications for any of the foregoing and the right to apply for any of the foregoing anywhere in the world, and all similar rights worldwide including those subsisting in inventions, designs, drawings, data, databases and computer programs.

"Organisation" means The entity that holds a valid licence agreement with Licensor and has authorised your access to the Database —

whether you are employed by that entity (Internal User) or have been granted access to a Tool built by that entity (External User).

"Tools" means Any tools, software, services and/or products offered by Licensee or its End Users that use data from, or interact with, the Database, as further specified in the applicable Agreement's appendices.

1. Who You are and What this EULA covers

1.1 This EULA applies to You as an individual authorised by the Licensee to use the Database. You are either:

- an Internal User — an employee or contractor of the Licensee who accesses, edits, or interacts directly with the Database; or
- an External User — a person outside Licensee's organisation who interacts with the Database indirectly via a tool or software built by the Licensee ("Tool").

1.2 Your right to use the Database is personal and non-transferable. You may not share your access credentials or authorise any third party to access the Database on your behalf or in your place.

YOUR LICENCE TYPE

Type of License		Specific conditions
Research License	Non-commercial research and academic use only. Your Organisation is a university, NGO, non-profit organisation, or research institute. End Users (students, researchers) may use the Database for research reports, academic presentations, and teaching. Any commercial use or profit-generating activity is strictly forbidden and falls outside the scope of this licence.	End Users may not create derivative works, release interactive models, or copy/distribute the data externally. The following uses are additionally prohibited: building tools or software integrating Database data, distributing tools to External Users, commercial use of the Database, extending access to Affiliates, and engaging third-party developers. If a commercial or development use is envisaged, you must contact your Organisation, which may request the appropriate license from Licensor.
Consultancy License	Multi-user generation of multiple reports, presentations, product research and development, AND integration within a tool or software for internal company use or for use by the Licensee's customers (External Users), provided such Tools are prohibited from commercial exploitation.	End Users may build tools or software integrating Database data and may distribute such tools to External Users within the scope of specific client engagements. Commercial use of the Database for its own account is not permitted. Competing activities are forbidden.
Enterprise License	Multi-users Allow generation of multiple reports, presentations, product research and development. Allow integration within a tool, software, or service across different internal divisions within the organisation.	End Users may build tools or software integrating Database data for use within the Licensee's organisation and its Affiliates. Distribution of such tools to External Users outside the organisation is not permitted. Commercial use of the Database is permitted for the Licensee's own operations. End Users who build Tools must ensure they include technical measures to prevent copying of the Database. Competing activities are forbidden.
• Developer License	Multi-user generation of multiple reports, presentations, product research and development, AND integration within a tool, software, or service that may be made available both internally and externally to the Licensee's customers (External Users). Your organisation is a service provider implementing the Database in software or tools for commercial and development purposes	End Users may build tools or software integrating Database data and may distribute such tools to External Users (clients) as defined in the EULA. Commercial use of the Database is permitted within the scope of the defined Tool. Competing activities are forbidden. Transfer of data to Tool Providers is forbidden.
• Commercial License	Multi-user generation of multiple reports, presentations, product research and development. Commercial Use of the Database to support business activities, including the performance of calculations to the benefit of Licensee's business or Licensee's customers who pay for insight in agricultural systems.	Such forbidden use includes data integration in LCA tools, carbon footprinting tools, feed formulation or farm data management tools. End Users may not publish, redistribute or re-sell the Database or any substantial part thereof. Any use where the Database is integrated with other databases to create Tools requires a Developer License.

2. What You May Do

2.1 Subject to this EULA, Licensor grants You a personal, non-exclusive, non-transferable right to use the Database strictly within the scope and the Permitted Purpose defined for your License Type in the table under Article 1.

2.2 The following uses are common rights no matter your type of licence :

- (a) accessing and consulting the Database;
- (b) performing calculations, analyses, or modelling using Database data;
- (c) incorporating Database data into reports, presentations, studies, and similar works created in the course of your professional activities;

- (d) importing Database data into internally used software or platforms (such as LCA software), strictly as necessary to perform;
- (e) sharing Database data with other End Users authorised according to the EULA;
- (f) making parts of the Database available to third-party reviewers or auditors, to the extent strictly necessary for review or verification purposes only, provided that such reviewers are provided with this EULA and are bound by confidentiality obligations no less protective than those set out in Article 6 of this EULA.

2.3 In all cases and without exception, You must clearly attribute the source of the data as Licensor, accompanied by the version number of

the Agri-footprint® database used, in any publication, report, or communication incorporating Database data.

2.4 If You are uncertain whether a specific use is permitted, You must contact the Licensee before proceeding. The Licensee may consult Licensor at: info@blonksustainability.nl.

3. What You Must Not Do

3.1 The following uses are strictly prohibited, regardless of your licence type:

- (a) publishing, redistributing, reselling, sublicensing, renting, lending, or otherwise making the Database or any substantial part of it available to any person or entity outside the Licensee,
- (b) using the Database — or any data extracted from it — to develop, train, or populate a competing food, feed, or agricultural LCI database, whether for internal use or for external exploitation;
- (c) transferring Database data to any tool provider, platform, or software system that makes data available to third parties (including ERP systems),
- (d) reverse engineering, decompiling, or otherwise attempting to extract individual works or elements from the Database beyond the scope of your type of License ;
- (e) removing or altering any identification, proprietary notices, labels, or trademarks of Licensor that appear in or on the Database;
- (f) except as expressly authorized under Section 2.2(c) and the Permitted Purpose of your specific License Type, creating Derivative Works — including add-ons, processed datasets, or any other work incorporating a substantial part of the Database or using the Database as a basis for any product or service,

3.2 If your licence type does not authorise a particular use that you wish to carry out, you must contact Licensor at info@blonksustainability.nl to enquire about an appropriate licence before proceeding.

4. Third-Party Data (Ecoinvent)

4.1 The Database incorporates data provided by Ecoinvent ("Ecoinvent Data"). By using the Database, You acknowledge that specific additional restrictions apply to the Ecoinvent Data, as set out in this Article 4.

4.2 In relation to the Ecoinvent Data, You must not:

- (a) use, copy, adapt, translate, modify, sublicense, sell, or distribute it, other than as expressly permitted under this EULA;
- (b) reproduce, disseminate, or publicly display it beyond what is strictly necessary for your authorized use;
- (c) grant any third party any rights in respect of the Ecoinvent Data;
- (d) publish or make available any derivative datasets or database-like products that incorporate Ecoinvent Data;
- (e) use automated tools (including web crawlers or scraping scripts) to download or index the Ecoinvent Data;
- (f) use the Ecoinvent Data in any other product or service not expressly covered by this EULA;
- (g) prepare or distribute any extract or reproduction of the Ecoinvent Data, whether in full or in part, in any form or medium;
- (h) disclose your login credentials, access tokens, or any other means of accessing the Ecoinvent Data to any third party;
- (i) assign, transfer, or purport to grant any sublicense of your rights in respect of the Ecoinvent Data to any third party.

4.3 Ecoinvent is a third-party beneficiary of this Article 4 and is entitled to enforce these restrictions directly against You.

4.4 If You become aware of any breach of this Article 4 by yourself or any other person, You must notify Licensor immediately at: info@blonksustainability.nl.

4.5 By using the Database, You confirm that You have accepted the applicable Ecoinvent terms made available to You through the Licensee. If You have not accepted such terms, You must immediately stop using the Database.

5. Intellectual Property Rights

5.1 Nothing in this EULA transfers or assigns any Intellectual Property Rights of Licensor to You. Licensor retains exclusive ownership of all rights, titles, and interests in and to the Database, including all Intellectual Property Rights. The exceptions for text and data mining provided under applicable law do not apply to the Database.

5.2 You may not use Licensor's name, trademarks, or logos other than as required by the source attribution obligation in Article 2.4 Any other use of Licensor's name or marks requires Licensor's prior written approval, which may be requested at: info@blonksustainability.nl.

5.3 If You become aware of any actual or threatened third-party claim relating to the Database or Licensor's Intellectual Property Rights, You must notify Licensor promptly in writing.

6. Confidentiality

6.1 You acknowledge that the Database constitutes Licensor's copyrights.

6.2 You must keep all Database-related materials strictly confidential and must not disclose them to any third party, except to the extent strictly necessary to carry out your authorised use as defined by your License Type

6.3 Confidential materials include, without limitation: the Database itself, Licensor's working methods, pricing, licensing models, and any technical information relating to the Database.

6.4 You must implement reasonable technical and organisational measures to prevent any unauthorised access, disclosure, or use of such confidential materials.

6.5 Your obligations under this Article 6 survive the termination or expiry of this EULA for a period of five (5) years.

7. No Warranties

7.1 The Database is made available to You "as is", without warranty of any kind, whether express or implied, including any implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, or non-infringement of third-party rights.

7.2 Licensor does not warrant that the Database will be error-free, uninterrupted, or up to date. Licensor has no obligation under this EULA to provide updates, upgrades, technical support, or maintenance.

7.3 The entire risk as to the quality, accuracy, and fitness for purpose of the Database rests solely with You and the Licensee. You are solely responsible for verifying the suitability of the Database for your specific use.

8. Limitation of Licensor's Liability

8.1 To the maximum extent permitted by applicable law, Licensor is not liable to You for any damages of any kind arising out of or in connection with this EULA or your use of the Database, whether direct, indirect, incidental, special, consequential, or punitive, including loss of data, loss of profit, loss of business, or damage to reputation.

8.2 Nothing in this EULA limits or excludes Licensor's liability for death or personal injury caused by Licensor's wilful misconduct, or any other liability that cannot be excluded or limited by applicable law.

9. Your Liability — Breach and Liquidated Damages

9.1 Any use of the Database outside the scope of this EULA — including, without limitation, unauthorised redistribution, sharing of access credentials, creation of Derivative Works outside your authorised use, or disclosure to unauthorised third parties — constitutes a material breach of this EULA. You acknowledge that such a breach causes Licensor significant commercial harm that is inherently difficult to quantify.

9.2 In the event of a material breach of this EULA, You will be liable to Licensor for liquidated damages as follows:

- (a) €5,000 per instance of unauthorised use or disclosure. For the purpose of this Article 9, an "instance" means one or more breaches by You arising from the same root cause or course of conduct; and
- (b) €1,000 per day for each day the breach continues after You have been notified of it in writing.

9.3 The aggregate amount of liquidated damages per End User shall not exceed €25,000 per calendar year, unless Licensor demonstrates that the breach was intentional, committed in bad faith, or resulted in direct commercial gain for the End User. In such cases, no cap applies and Licensor additionally reserves the right to claim disgorgement of profits derived from the unauthorised use."

9.4 The right to liquidated damages does not preclude Licensor from seeking injunctive or other equitable relief to prevent or stop an ongoing or threatened breach at any time, without the need to demonstrate actual harm.

9.5 If a court of competent jurisdiction holds You liable for breach of this EULA, You agree to reimburse the Licensor for all reasonable legal fees and costs incurred in connection with such proceedings.

9.6 You must notify the Licensor in writing immediately upon becoming aware of any breach of this EULA by yourself or any person to whom You have granted or allowed access to the Database. Your notification must include details of the breach and the remedial steps taken or planned.

10. Term and Termination

10.1 This EULA takes effect on the date on which You first use the Database or accept its terms, whichever is earlier. It remains in force for as long as the Agreement between Licensor and the Licensee remains in effect.

10.2 This EULA terminates automatically and with immediate effect upon:

- (a) the termination or expiry of the Agreement for any reason; or
- (b) a material breach of this EULA by You that has not been remedied within seven (7) calendar days of written notice from Licensor or the Licensee.

10.3 Upon termination of this EULA, the following obligations apply immediately:

- (a) You must immediately cease all access to and use of the Database;
- (b) Within fifteen (15) days of termination, You must permanently delete all standalone copies of Database data in your possession, except to the extent embedded in works created prior to termination. Upon Licensor's request, You shall confirm compliance in writing.
- (c) You may retain and continue to use works created using the Database prior to termination, provided that no further access to the Database takes place and that such works remain subject to Article 6.

10.4 Termination does not relieve You of any liability incurred prior to the effective date of termination.

11. Changes to This EULA

11.1 Licensor reserves the right to update the terms of this EULA at any time. Any updated version will be provided to You through the Licensee. If You do not accept the updated terms, You must stop using the Database immediately and notify the Licensee accordingly.

11.2 If Licensor's legal identity changes or control of Licensor is transferred to another entity, this EULA continues in full force and binds You in relation to that successor entity.

12. Governing Law and Jurisdiction

12.1 This EULA is governed exclusively by the laws of the Netherlands, without regard to its conflict of law provisions.

12.2 Any dispute arising out of or in connection with this EULA — including any question regarding its existence, validity, or termination — shall be submitted to the exclusive jurisdiction of the competent court in The Hague, the Netherlands.

13. Miscellaneous

13.1 Severability. If any provision of this EULA is held invalid or unenforceable by a court of competent jurisdiction, that provision shall be construed to reflect the original intent of the Parties as closely as possible. All remaining provisions shall continue in full force and effect.

13.2 Waiver. Licensor's failure at any time to exercise or enforce any right or remedy under this EULA shall not constitute a waiver of that right or remedy and shall not affect Licensor's ability to enforce that right or remedy in the future.

13.3 Entire agreement. This EULA constitutes the entire agreement between You and Licensor in respect of your use of the Database. It supersedes all prior representations, understandings, or agreements — whether written or oral — relating to the same subject matter.

13.4 Language. This EULA is drawn up in the English language. In the event of any inconsistency between the English version and any translation into another language, the English version prevails in all respects.

13.5 Survival. The following provisions survive termination or expiry of this EULA: Article 5 (Intellectual Property Rights), Article 6 (Confidentiality, for five years), Article 8 (Limitation of Licensor's Liability), Article 9 (Liquidated Damages and Disgorgement), Article 13.6 (Post-termination obligations), and Article 12 (Governing Law and Jurisdiction).

