

Appendix for Digital Tools

This Appendix for Digital Tools (the “**Digital Tools Terms**”) are appended to the MXNS Expert Partners Netherlands General Terms and Conditions for Services available at <https://mxns-expertpartners.com/algemene-voorwaarden> (the “**General T&Cs**”) and apply to all contracts for the provision of Digital Tools and performance of related services by MXNS Expert Partners Netherlands. These Digital Tools Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or Contract for Digital Tools entered into between Customer and MXNS Expert Partners Netherlands. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

1. Definitions

“**Account**” means the environment managed by the Customer, to which the Customer and the User(s) appointed by the Customer gain access after entering the Login Details;

“**Content**” means the content provided by MXNS Expert Partners Netherlands via an Account, either in the shape of a database or otherwise, to the Customer, including - but not limited to - Details from Riskplaza and RASFF, materials, information, documents, protocols and log files;

“**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.

“**Details**” means all documents, details, data, information and content, including image and sound recordings, protocols, presentations, videos, images, interactive elements, log files and user data generated by means of the Software Application the Customer enters into and/or makes available to the Service by means of the Customer’s Account, for use by Users, etc.;

“**Developments**” means a modification, improvement, or update to a Software System.

“**Digital Tools**” means any digital tool belonging to MXNS Expert Partners Netherlands referred to in the applicable Quotation, including without limitation EnviroMap, Limit Detector, QualMap, Regulatory Update, Safety Hud, APS-footprint, FastCrop Footprint, LUC Impact Tool, QA Online and/or Riskplaza. A Digital Tool can be a Database, a Software Application, a Downloadable Software or a Software as a Service.

“**Documentation**” means a manual of the applicable Digital Tool made available by MXNS Expert Partners Netherlands to Customer and/or End Users, including instructions about how to use the Digital Tool.

“**Downloadable Software**” means a computer program, such as Excel-tools or other computer programs, whether or not to be used in connection with data from the Database and which, in any case, can be downloaded and subsequently used by an End User. Downloadable Software is not a Software as a Service.

“**Emergency**” means the situation in which the access to, and the use of, the Software Application and/or the Service is fully impossible or impossible at critical points or in which the Software Application and/or the Service will become only partially available if action is not taken immediately.

“**EnviroMap**” means the EnviroMap® SoftwareApplication used for scheduling, submitting, recording, mapping, and tracking

microbiological environmental sampling procedures.

“**Error**” means the substantial and reproducible non-performance of the Software Application and/or Service in accordance with their specifications and/or the interrupted or inadequate availability of the Service.

“**EULA**” means the End User License Agreement reproduced in Annex 1 of this Appendix which governs the relationship between User and MXNS Expert Partners Netherlands regarding the use of the specific Digital Tool, where required by MXNS Expert Partners Netherlands for that Digital Tool indicated in the applicable Quotation.

“**FastCrop Footprint**” means the MXNS Expert Partners Netherlands Software Application, a web-based tool that provides instant, compliant footprint calculations using supply chain-specific primary farm data.

“**License Fees**” means the amount to be paid by Customer for the use of the Digital Tool as set forth in the Quotation or otherwise agreed upon by the Parties.

“**Life cycle engines**” means footprinting platform Software Applications dedicated to the stakeholders in the agriculture and food production value chain to support them in tackling the sector’s environmental challenges, including crop cultivation, feed production, animal production systems, and food and feed ingredient processing.

“**Limit Detector**” means the Software Application that provides online monitoring for maximum limits of contaminants in food products as defined by food regulation.

“**Login Details**” (i) a username assigned to each User and (ii) a unique password associated with each User’s username allowing the access to a Software System.

“**LUC Impact Tool**” means Mérieux NutriSciences | Blonk’s Land Use Change (LUC) Software Application dedicated to the calculation of direct and statistical land use change emissions.

“**Module**” means a part of the Software Application for a specific functionality which the Customer can purchase from MXNS Expert Partners Netherlands by means of the Customer’s Account;

“**New Version**” means a successive version of the applicable Digital Tool, containing predominantly new or changed features as designated and made available by MXNS Expert Partners Netherlands.

“**Office Hours**” means Monday to Friday from 9 a.m. to 5 p.m. with the exception of the public holidays legally recognised in the Netherlands;

“**Operating Time**” means the percentage of minutes in a month in which a Software System’s key components are operational;

“**QA Online**”, means an online real-time quality application developed for and by quality assurance managers in the food industry.

“**QualMap**” means the QualMap® Software Application for Food Safety Data collection, Analysis & Action, designed to support numerous sources of data across multiple locations providing effortless systematic visibility and tracking.

“**Recovery Time**” means the number of hours, during Dutch Office Hours, between the time MXNS Expert Partners Netherlands identifies an Error or the Customer reports and Error to MXNS Expert Partners Netherlands and the time at which the Error has been fully remedied.

“**Regulatory Update**” means the Software Application consisting of an online regulatory update service based on the monitoring of online Official Journals in more than 70 countries

“**Response Time**” means the number of hours, during Dutch Office Hours, between the time the Customer reports and Error to MXNS

Expert Partners Netherlands and the time MXNS Expert Partners Netherlands gets back to the Customer.

“**Request**” a question or request posed by the Customer that is not a report of an Error but is connected to the Service.

“**Request for Change**” means a request submitted to MXNS Expert Partners Netherlands - by means of a Request or otherwise - to make a functional adjustment to the Software Application.

“**Riskplaza**” means an electronically accessible food fraud database that provides an overview of all types of food fraud and insights into which hazards should be taken into account regarding food ingredients.

“**Safety Hud**” means the Software Application (as modified and updated) that monitors alerts concerning food safety and fraud and provides comprehensive explanations.

“**Software as a Service**” means a computer program made available by Mérieux NutriSciences | Blonk, that can be used by Customer and its End Users to interact with the data from the Database.

“**Updates and Upgrades**” means the new versions of the Software Application developed by MXNS Expert Partners Netherlands, new functionalities and Modules and/or patches, bug fixes and other changes to the Software Application, excluding New Versions.

“**User**” means a natural person authorized by the Customer to have access to and to use (parts of) the Service via the Account;

The use of the singular or plural for the terms defined below or the use of those terms in a certain composition do not affect the application of the Digital Tools Terms.

2. Scope of Work

MXNS Expert Partners Netherlands provides to Customer, through this Contract, the Digital Tools specified in the applicable Quotation under a best-endeavours obligation. MXNS Expert Partners Netherlands' provision of the Digital Tools constitutes an obligation as to means rather than an obligation as to results.

If the User and MXNS Expert Partners Netherlands have agreed by private deed that the User may grant a sub-licence to specific third parties, the User should ensure that the rights and obligations of these Digital Tools Terms are also laid down in the Customer's legal relationship with that third party for the User.

3. Grant

3.1 If the Customer fully fulfills its obligations arising from the Contract with MXNS Expert Partners Netherlands, MXNS Expert Partners Netherlands will grant the Customer a limited, personal, revocable, non-exclusive, non-sub-licensable and non-transferable right to remotely access and use the Service in accordance with the Contract, including the Software Application, the activated Module(s), the Deliverables and the Content, in accordance with the Contract.

3.2 The Digital Tools Terms are effective as of their signature and is concluded for twelve (12) months; after that term has expired, the Contract is renewed each time implicitly for the same term, unless one of the Parties cancels the Contract by means of a written notice sent to the other Party with due observance of a period of two (2) months.

3.3 Where the applicable Digital Tool requires an EULA as indicated in the Quotation, MXNS Expert Partners Netherlands will provide Customer with the applicable EULA prior to signing of the Contract. Customer shall ensure that its Users accept the applicable EULA prior to their first use of the Digital Tool

4. Support

4.1 MXNS Expert Partners Netherlands provides support through the agency of the Customer's project leader, as specified in the Quotation.

The project leader will make every effort to offer help for the use of and the operation of the Software Application and for the use of the Service.

4.2 The Customer will give MXNS Expert Partners Netherlands the name of one User as a contact. In the event of an Error or a Request from the Customer, only that User may contact MXNS Expert Partners Netherlands' project leader using the contact details specified in the Quotation. Other than the aforementioned User are not permitted to contact the project leader.

4.3 In the event the Customer is confronted with an Error in the Software Application or has a Request, the Customer should first make an effort to do all that may be reasonably expected of the Customer to remedy the Error or to deal with the Request before contacting the project leader. In no circumstances whatsoever does the above give the Customer any authority to act in breach of the provisions of the Contract regarding the use of the Service.

4.4 If the Customer's efforts intended in article 4.3 do not solve the Error and/or the Request, the Customer - through the agency of the User mentioned in article 4.2 - may contact the project leader. In the event the Customer gets in touch by email, MXNS Expert Partners Netherlands' project leader will get back to the Customer within two (2) working days after the receipt of the email.

4.5 If the Customer's message concerns an Error, MXNS Expert Partners Netherlands will treat the Customer's message in accordance with the provisions of article 9. The project leader will inform the Customer by email as much as possible about:

1. the priority level MXNS Expert Partners Netherlands has accorded to the message;
2. the solution proposed by MXNS Expert Partners Netherlands;
3. an indication of the Recovery Time for remedying the Error;
4. the reference by which the Request is known to MXNS Expert Partners Netherlands

4.6 The Customer guarantees that the User intended in article 4.2 can be reached and is available for questions and/or other requests from MXNS Expert Partners Netherlands within the context of remedying the Error for the full Recovery Time. If the User cannot be reached or is not available, or if the Customer does not meet a reasonable request from MXNS Expert Partners Netherlands within the context of remedying the Error, the Customer is no longer entitled to the remedies of the Error.

5. Service and availability

5.1 The Customer commissions MXNS Expert Partners Netherlands to supply the Service under the Contract. The Customer then receives a user right to the Software Application and the Content that is made accessible to the Customer.

5.2 MXNS Expert Partners Netherlands shall make every effort to ensure that the Service is provided with due care and in accordance with the arrangements and procedures laid down in the Contract. MXNS Expert Partners Netherlands supplies the Service on the grounds of a best-efforts obligation, unless and insofar it has been otherwise laid down in the Contract.

5.3 Notwithstanding insofar it has otherwise been agreed in writing, MXNS Expert Partners Netherlands is not obliged to convert data, including Details and/or Deliverables or to make back-ups of Details, Deliverables and other data stored by the Customer using the Service.

5.4 The Customer agrees to grant and supply to MXNS Expert Partners Netherlands all access, assistance, data and materials MXNS Expert Partners Netherlands needs to be able to provide the Service. The Customer guarantees that all information is correct, complete and reliable, even if it comes from third parties. If the Customer fails to do that, there is a chance that MXNS Expert Partners Netherlands cannot provide the Service adequately. Moreover, it might lead to higher costs

or expenses for the Customer.

5.5 The Customer acknowledges that the Service, including the Software Applications, the Modules and the Content, sold by MXNS Expert Partners Netherlands do not contain any Customer-specific features or functionalities. MXNS Expert Partners Netherlands is never obliged to agree to a request from the Customer to retain and/or add or develop Modules, functionalities or other features of the Software Application and/or Service.

5.6 MXNS Expert Partners Netherlands may implement Upgrades or Updates or make other changes to the content or scope of the Service and/or Software Application, whereby MXNS Expert Partners Netherlands is not obliged to change - either at the Customer's request or otherwise - certain features or functionalities of the Service or to maintain, change or add to the Software Application. MXNS Expert Partners Netherlands will notify the Customer as soon as possible about the implementation of an Upgrade and/or Update. In the event the Service and/or Software Application, in the opinion of MXNS Expert Partners Netherlands, as a consequence of the change(s) is altered considerably in regard to the Service as defined in these Digital Tools Terms, MXNS Expert Partners Netherlands will inform the Customer, insofar possible, in advance.

5.7 MXNS Expert Partners Netherlands reserves the right to put the Service, Software Application, Module(s) and/or Content or one or more parts of them temporarily out of operation and/or limit its use if that is necessary, in MXNS Expert Partners Netherlands's opinion, for, but not limited to, preventive maintenances or to implement corrections or adjustments. MXNS Expert Partners Netherlands makes every effort to arrange for taking the Service, Software Application, Module(s) and/or Content or one or more parts of them out of operation outside office hours and to notify the Customer of it in advance. In case of emergencies, as a consequence of which the Service, Software Application, Module(s) and/or Content must be taken out of operation with immediate effect or partly taken out of operation, MXNS Expert Partners Netherlands will notify the Customer at the time most reasonably possible.

5.8 MXNS Expert Partners Netherlands reserves the right to put the Service, Software Application, Module(s) and/or Content or one or more parts of them temporarily out of operation and/or limit its use if the Customer fails to fulfill the Customer's obligations to MXNS Expert Partners Netherlands or if MXNS Expert Partners Netherlands fears that the Customer will fail to fulfill those obligations.

5.9 The full or partial non-availability of the Service, Software Application, Module(s) and/or Content as the consequence of one of the causes listed in 5.6 to 5.8 (inclusive) can never be considered an attributable failure in the fulfillment of MXNS Expert Partners Netherlands' obligations to the Customer and MXNS Expert Partners Netherlands can never be held responsible for costs or damage as a result.

5.10 Insofar use is made, within the Service, of Software Applications or programs of third parties, that use will be subject to the terms and conditions of those third parties in addition to the conditions of the Contract. If the conditions of those third parties do not apply to the Customer, the provisions of the Contract will apply. MXNS Expert Partners Netherlands does not accept any liability for the operation of the third parties' applications, programs or content.

6. Operating Time

6.1 MXNS Expert Partners Netherlands aims for an Operating Time of the Service of 99.5% of the time in twenty-four hours (24) per day, seven (7) days per week, all year round. MXNS Expert Partners Netherlands calculates the Operating Time per calendar year and does so as follows: $P = (A - (O - M)) / A * 100$ in which:

P = the percentage of Operating Time
 A = the total number of minutes per year

O = the total number of non-availability minutes per year
 M = the total number of non-availability downtime minutes per year

6.2 Non-availability, as intended in the calculation included in article 6.1, only occurs if the full Service, including the Software Application and including all activated Modules, is not available.

6.3 Non-availability, for use that are out of the control of MXNS Expert Partners Netherlands or that are the consequence of force majeure, Emergencies or maintenance are not regarded as non-availability for the calculation of Operating Time.

6.4 With exception to evidence to the contrary, all availability and service levels measured by MXNS Expert Partners Netherlands are convincing evidence.

6.5 The Customer will always notify MXNS Expert Partners Netherlands of all circumstances that might affect the Service and its availability.

6.6 If the Operating Time is not achieved, only the legal remedies listed below apply.

6.7 MXNS Expert Partners Netherlands shall use its reasonable endeavours to achieve the Operating Time target referred to in article 6.7. In the event the Operating Time is not achieved, MXNS Expert Partners will investigate the cause, notify the Customer as soon as reasonably possible and make effort to restore full availability without undue delay, keeping the Customer informed of steps being taken. No financial compensation shall be automatically due to the Customer as a result of failure to achieve the Operating Time Target.

7. Account and Users

7.1 The Customer needs an Account to be able to use the Service. The Customer can arrange Accounts for the Users to be created by MXNS Expert Partners Netherlands by entering into a Quotation with MXNS Expert Partners Netherlands. The number of Accounts to be created may be subject to limitations. The Customer guarantees that the Service will only be used within the Customer's organization and/or by third parties within the context of their services to the Customer, only with the Customer's explicit (written) consent for that use and whose identities shall be communicated to MXNS Expert Partners Netherlands.

7.2 Customer shall manage access and maintain records pertaining to its Users and Third parties authorized Users in accordance with the MXNS Expert Partners Netherlands technical user guide applicable to the Software System.

7.3 The Users are responsible for keeping the Login Details confidential. It may only be changed following a request by the Customer or at the initiative of MXNS Expert Partners Netherlands in case of breach and subject to previously informing the Customer. As soon as the Customer knows, or has reason to suspect, that the Login Details are in the hands of unauthorized parties, the Customer should notify MXNS Expert Partners Netherlands without delay, without prejudice to the Customer's own responsibility to take immediate and efficient action, such as changing the Login Details, etc.

7.4 The Customer may request MXNS Expert Partners Netherlands to activate certain Modules so that the Customer can use the different functionalities of the Software Application by entering into a Quotation with MXNS Expert Partners Netherlands. The Customer is responsible for requesting a Quotation for a required Module and/or to terminate a Module that is no (longer) required in accordance with the Quotation. Modules are activated by MXNS Expert Partners Netherlands after payment has been received unless otherwise agreed between the Parties in writing.

8. Use of the Service

8.1 The Customer guarantees that the Customer, when using the Service, Software Application, Module(s) and/or Content:

- i. takes measures against viruses, Trojans, other forms of computer crime and/or (other) illegal use by User(s) or third parties;
- ii. the Customer will not spread any viruses, Trojans, malware or other malevolent codes or files or send spam messages or will allow them to be spread or sent via the Customer's Users;
- iii. will not do anything that could in any way lead to downtime or otherwise adverse effects for the (operation of the) Service and/or the Software Application;
- iv. will not violate any (Intellectual Property) rights of Mérieux NutriSciences Netherlands nor third parties or otherwise act illegally and/or punishable by law;
- v. will not download or attempt to download any Software Application, or access or attempt to access any Software System source code;
- vi. will not permit any unauthorized access or use of any Software System;
- vii. will not act in breach of the Contract.

8.2 If MXNS Expert Partners Netherlands knows or suspects that the Customer or one of the Users is acting in breach of the provisions of the article 8.1 or otherwise breaches the Contract, MXNS Expert Partners Netherlands is entitled to give the Customer instructions which the Customer is obliged to follow. MXNS Expert Partners Netherlands is also entitled to (temporarily) suspend the access to the Service, Software Application, one or more Module(s) and/or Content, without prejudice to MXNS Expert Partners Netherlands' other rights and legal remedies. The Customer's payment obligation shall remain fully effective in such cases.

8.3 Customer agrees to provide such security as is necessary to prevent any unauthorized use of the Software System, including without limitation, by securing access to its computers and workstations and by implementing a user login policy to restrict access to the Software System to Users who have been assigned Login Details.

8.4 Customer shall not permit any unauthorized or unintended access or use of any Software System, and Customer agrees that it is ultimately responsible for ensuring compliance by its Users and other employees and Third Party Content Providers with Customer's use, access and other restrictions set forth herein and in the technical user guide applicable to the Software System.

8.5 Each party, as applicable, shall establish and maintain safeguards against the destruction, loss, or alteration of Customer Content, in its possession, which shall be no less rigorous than those data security policies in effect to protect that party's similar confidential and proprietary information.

8.6 Customers may access the Software System via a web browser software or where authorized by MXNS Expert Partners Netherlands via an application programming interface (API) or other integration method agreed between the parties. Customer agrees not to use any other unauthorized software, program application or other device to access or log on to the Software System or to automate the process of obtaining, downloading, transferring or transmitting any content or information to or from the Software System. Customer agrees to use such versions and releases of web browser software or API as MXNS Expert Partners Netherlands may indicate to Customer in writing from time to time.

9. Errors

9.1 MXNS Expert Partners Netherlands aims to remedy Errors in the Software Application insofar MXNS Expert Partners Netherlands has received a detailed message about the Errors in question, in accordance with the provisions of article 4.

9.2 If MXNS Expert Partners Netherlands identifies an Error or if the Customer calls MXNS Expert Partners Netherlands' attention to an Error, MXNS Expert Partners Netherlands will deal with that message as soon as possible and will accord a priority level to the Error. A selection will be made of the following priority levels:

Priority level	Consequences of the Error
1	Overall loss of Availability and/or overall loss of functionality of the Performance or parts thereof.
2	Partial - or perceived by Customers as highly inconvenient - disruption of the Availability and/or functionality of business-critical Performance Components and this affects an entire user group of Customers ;
3	Partial - or perceived by Customers as highly inconvenient - disruption of the Availability and/or functionality of business-critical Performance Components and this does affect some individual Customers ;
4	Disruptions with limited effects on the use by Customers.

9.3 The following Response Times and Recovery Times apply to the following priority levels. The Response Time and consequently the Recovery Time start as of the time the Customer reports an Error during Office Hours, or - if the report is made outside office hours - as of the next working day and Office Hours:

Priority level	Response Time	Recovery Time
1	[2] Office Hours after the Customer's report	No more than [8] Office Hours after the Customer's report
2	[1] working day after the Customer's report	No more than [2] working days after the Customer's report
3	[2] working days after the Customer's report	No more than [5] working days after the Customer's report

9.4 If and when necessary, MXNS Expert Partners Netherlands will delay remedying the Errors until a new version of the Software Application is put into operation.

9.5 MXNS Expert Partners Netherlands has the right to apply temporary solutions to the Software Application, including bypass connections and restrictions to avoid problems; that does not give the Customer the right, in any way, to one of the remedies intended in this Digital Tools Terms.

9.6 MXNS Expert Partners Netherlands shall use its reasonable endeavours to remedy Errors within the Response Times and Recovery Times set out in article 9.3. In the event a Recovery Time cannot be met, MXNS Expert Partners Netherlands will notify the Customer without delay and keep the Customer informed of the progress and expected resolution time. No financial compensation shall be automatically due to the Customer as a result of a Recovery Time being exceeded.

9.7 MXNS Expert Partners Netherlands is not obliged to remedy Errors of which MXNS Expert Partners Netherlands reasonably thinks they were caused by:

- a. changes the Customer has made to the Software Application;
- b. the operation of other software than the Software Application (e.g. the operating system or database software) or of hardware or other equipment belonging to the Customer.
- c. the use of the Software Application in combination with data belonging to the Customer that does not comply with the data format required for the Software Application.
- d. inappropriate use of the Software Application by the Customer; or
- e. not using one of the Updates supplied by Quality Software Company B.V to the Customer.

9.8 In the event MXNS Expert Partners Netherlands does repair work to remedy the Error and establishes reasonably that the Error was not caused by the Software Application. MXNS Expert Partners Netherlands has the right to ask a fee for the time and materials spent for MXNS Expert Partners Netherlands's business rates and the Customer is obliged to pay the fee.

10. Updates and Upgrades

10.1 MXNS Expert Partners Netherlands puts all released and available Updates and Upgrades at the Customer's disposal as MXNS Expert Partners Netherlands' sees fit and always within the framework of the applicable release policy and arranged term of the Contract.

10.2 MXNS Expert Partners Netherlands will make every effort to keep the Software Application available for the Customer following the implementation of Updates and Upgrades. MXNS Expert Partners Netherlands is not obliged to pay any compensation for damage caused by (outage of the Software Application due to) the implementation of Updates or Upgrades or otherwise changing the Software Application and MXNS Expert Partners Netherlands is always entitled to uninstall an Update.

10.3 If an adjustment, Update or Upgrade results in a major change in the Software Application's functionality, MXNS Expert Partners Netherlands will notify the Customer in advance on MXNS Expert Partners Netherlands's website or by email. As the Software Application is supplied to several Customers, it is not always possible to decide not to implement a certain Update or Upgrade just for one Customer.

10.4 If MXNS Expert Partners Netherlands publishes a New Version of the applicable Software Application, such New Version falls outside the scope of the license described in this Appendix and the Contract. MXNS Expert Partners Netherlands may choose to offer the New Version to Customer under the same or new conditions. If Customer accepts the New Version, this Appendix shall apply to the New Version unless material new conditions are proposed by MXNS Expert Partners Netherlands and expressly accepted by Customer.

11. Back-ups

11.1 MXNS Expert Partners Netherlands makes every effort to make one (1) back-up of all Details in the Software Application every 24 hours by means of a method decided by MXNS Expert Partners Netherlands. The back-up is stored by MXNS Expert Partners Netherlands for ten (10) days. MXNS Expert Partners Netherlands does not guarantee that the back-up is always usable, complete or reliable. The back-up will be delivered "as is" and returned.

11.2 The Customer may request MXNS Expert Partners Netherlands to restore certain Details from the back-up within ten (10) after the removal of, or changes to, the Details. MXNS Expert Partners Netherlands will make every effort to restore the back-up within 5 working days. It is possible that the return of part of the Details from the back-up to the current data set is not possible if it leads to an

inconsistent situation. MXNS Expert Partners Netherlands does not bear the responsibility or liability for Details not being available or being incomplete after returning them from a back-up.

11.3 MXNS Expert Partners Netherlands may charge a fee for the restoration of a back-up.

11.4 After the end of the Contract, MXNS Expert Partners Netherlands may destroy the back-up at any time. It is the Customer's responsibility to request a copy of the back-up Details before the end of the Contract.

12. Request for change

12.1 The Customer may - by means of a Request or otherwise - submit a Request for Change to MXNS Expert Partners Netherlands. MXNS Expert Partners Netherlands is always entitled to accept or deny a Request for Change or otherwise for processing and to determine how it will be implemented in the Software Application, which MXNS Expert Partners Netherlands may decide at its own discretion. MXNS Expert Partners Netherlands is not obliged to observe any delivery period for a Request for Change, unless otherwise agreed.

12.2 MXNS Expert Partners Netherlands is entitled to ask for a fee for executing a Request for Change, to which end a Quotation will be concluded between MXNS Expert Partners Netherlands and the Customer. Payment of (part of) the fee by the Customer to MXNS Expert Partners Netherlands for executing a Request for Change never gives the Customer the right to an exclusive (user) right or other (privileges or) rights to the changes in the Software Application based on the Request for Change, unless the Parties have explicitly agreed otherwise in writing. For the avoidance of doubt, any and all Developments, functionalities, or modifications resulting from a Request for Change shall remain the sole and exclusive Intellectual Property of MXNS Expert Partners Netherlands, regardless of any financial contribution or payment made by the Customer.

13. Payment

13.1 If, in the course of a contract year/Service Period, additions regarding the purchased Modules and/or Users are made by the Customer, MXNS Expert Partners Netherlands will charge the fees owed for those additions on the basis of the Quotation directly to the Customer. In the next contract year, the additional Module(s) and/or User(s) will be included in the invoicing.

13.2 A decrease at the Customer's request in the number of Module(s) and/or User(s) purchased by the Customer never entitles the Customer to refunds of the fees paid.

13.3 The calculations made by MXNS Expert Partners Netherlands for the calculation of the fees owed by the Customer intended in the Quotation are binding, unless the Customer can demonstrate that they are actually incorrect.

14. Guarantees and indemnification

14.1 Customer expressly acknowledges and agrees that the Software Systems described herein, as well as any updates, modifications and other materials are provided on an "as is" and "as available" basis without warranty of any kind.

14.2 MXNS Expert Partners Netherlands does not guarantee that the Service is not subject to interruptions or downtime. Full or partial downtime of the Service might be caused by (among other things) peak periods, an Internet connection outage or interruption in the telephone connection, by viruses, Trojans, other forms of computer crime and/or illegal use by User(s) and/or third parties or errors/faults. MXNS Expert Partners Netherlands will make every effort to remedy any faults in the Software Application and/or Module(s) in accordance with the Digital Tools Terms. The solutions listed in the Digital Tools Terms are exclusively and only the Customer's solutions in the event of faults.

14.3 Customer shall only permit Customer Content for which Customer has all permissions, approvals and legal rights to be provided to MXNS Expert Partners Netherlands for use and storage within any applicable Software System, and Customer represents and warrants that all Customer Content provided by Customer in connection herewith does not and will not infringe or otherwise violate any third party intellectual property rights or applicable law.

14.5 MXNS Expert Partners Netherlands cannot guarantee whether or not Updates and Upgrades or New Versions of the applicable Digital Tools will be deployed. MXNS Expert Partners Netherlands shall have no obligation towards Customer regarding New Versions unless otherwise agreed by the Parties in writing. Any agreed support only applies to the latest version of the applicable Digital Tool.

15. Limitations of Liability

15.1 The Customer is responsible for complying with all technical and functional requirements for the Use of the Service. The Customer bears the risk and responsibility for all use of the Service, Software Application, Module(s) and/or Content via the Customer's Account. The Customer will compensate MXNS Expert Partners Netherlands for all damage and costs arising from and/or related to the use of the Service by third parties via the Customer's Account. MXNS Expert Partners Netherlands cannot be held liable for the loss of, damage to, inaccuracies in and/or incompleteness of Details and/or Deliverables, and for all use of the Service by Users and third parties who have gained access to the Service. Customer guarantees that the Users and aforesaid third parties will observe the provisions of these Contract.

15.2 Neither MXNS Expert Partners Netherlands nor any other party involved in creating, producing or delivering the Software Application is liable for any damages arising out of the inability to use or the use by any person of the Software Application and the information contained therein, and Customer expressly acknowledges that use of any such information is not meant to be a substitute for advice provided by experts or other professionals.

15.3 MXNS Expert Partners Netherlands Expert Partners Netherlands uses commercially reasonable efforts to keep any regulatory information set forth in the Software Applications as accurate and complete as possible. Customer acknowledges, however, that food regulations are constantly evolving, and information contained in a Software Application may become out of date before MXNS Expert Partners Netherlands has the opportunity to update the Software Application.

15.4 MXNS Expert Partners Netherlands is not responsible for the purchase and/or adequate operation of the infrastructure of the Customer or of third parties, including mobile equipment, telephone facilities, hardware or software purchased by the Customer from third parties. MXNS Expert Partners Netherlands can never be held liable for damage or costs caused by errors in the transfer, the fact that the computer, data or telecommunication facilities, including the Internet, either belonging to third parties or otherwise, including but not limited the Internet and web browsers, (is) are fully or partially out of operation or not available (or the Software Application is fully or partially out of operation or not available in those facilities).

15.5 The Customer is responsible for checking the accuracy and completeness of the Deliverables and the Deliverables generated by means of the use of the Service. The Customer should frequently check the Deliverables and the Deliverables generated by means of the use of the Service. If the Customer is of the opinion that a certain Deliverables is erroneous, incomplete or not up-to-date, the Customer should notify MXNS Expert Partners Netherlands as soon as reasonably possible.

15.6 The Customer is responsible for assessing and verifying the suitability of the Content, Deliverables and/or activated Module or Module that is to be activated and used by the Customer for the purpose

for which the Customer intends it.

15.7 In the event MXNS Expert Partners Netherlands discovers or is notified of a breach or potential breach relating to Customer Content, MXNS Expert Partners Netherlands shall promptly notify the Customer and investigate such breach or potential breach. MXNS Expert Partners Netherlands shall inform the Customer of the results of any such investigation. MXNS Expert Partners Netherlands has no liability to Customer or any third party for any reason as a result of: (i) any unauthorized disclosure or access to Customer Content as a result of Customer's or a User's misuse of the Software System or loss or theft of any User's password or username; or (ii) any deletion, destruction, damage or loss of Customer Content caused by or at the direction of Customer or a User.

16. Termination or Non-Renewal

16.1 Upon any termination or non-renewal of this Contract, Customer and its Users shall no longer attempt to access or have access to the applicable Software System(s).

16.2 The Customer does not have any right to (part of) the fees already paid if the Contract is dissolved, suspended, discontinued or canceled.

16.3 After termination of the Contract, the Customer may request a non-recurrent delivery of the Details entered into the Service during use of the Service. MXNS Expert Partners Netherlands shall supply the Customer with the Details in a commonly used format so that the Details can be reasonably processed by the Customer. MXNS Expert Partners Netherlands is not subject to a (legally imposed) retention period of the data and Details entered into the Service by the Customer. In the event the Customer, on termination of the Contract, does not immediately indicate that the Customer wants the aforesaid transfer of the Details, MXNS Expert Partners Netherlands is entitled to remove and destroy Details that have been stored, modified, processed or otherwise entered into the Service with the aid of the Service without delay and without any advance notice.

16.4 In the event the Customer fails to fulfill the requirements set in the Contract, MXNS Expert Partners Netherlands is entitled to remove and destroy Details that have been stored, modified, processed or otherwise entered into the Service with the aid of the Service without delay and without any advance notice.

16.5 Customer shall — within fifteen (15) days after termination or non-renewal — ensure that its Users destroy all data from the applicable Software Application (including copies thereof) in their possession, including any links to those data such as APIs, and, upon MXNS Expert Partners Netherlands' request, provide evidence of such destruction. Customer and its Users are not required to destroy any works created using the Digital Tool prior to the termination of the Contract, such as generated reports.

17. Ownership and Intellectual Property.

17.1 Notwithstanding anything permitted on the grounds of imperative law, the Customer and its Users may not change, publish, multiply, reproduce, decompile or apply reverse engineering to, (parts of) the Software Application, the Module(s), the Deliverables and the Content, nor extract raw data other than aggregated results generated by proper use of the software Application. The Customer and its Users are not permitted to remove or bypass security measures or technical restrictions (of the use) of the Service, the Software Application and/or the Module(s), nor delete any reference to MXNS Expert Partners or Merieux NutriSciences | Blonk intellectual property rights in relation to the Software Application or the Documentation.

17.2 If the Customer acts in breach of this article, the Customer shall owe MXNS Expert Partners Netherlands, per breach, without further warning or notice of default being required and without court intervention being required, an immediately payable fine of EUR

50,000.00 and a payable fine of EUR 2,000.00 for every day the breach continues, without prejudice to the exercise of other rights accorded to MXNS Expert Partners Netherlands, including, but not limited to, claiming compensation for damage and the powers listed in MXNS Expert Partners Netherlands General T&Cs.

18. Cookies

18.1 MXNS Expert Partners Netherlands will use cookies and store them locally on the Customer license holders' hardware.

18.2 The personal data obtained through these cookies will be processed in order for MXNS Expert Partners Netherlands to improve the user experience of the Software System and maintain the Software System security and protection.

19. Miscellaneous

19.1 The version of any communication received or stored by MXNS Expert Partners Netherlands is deemed the authentic version (including log files), with the exception of evidence to the contrary to be provided by the Customer.

19.2 The Parties shall always notify each other in writing of any change of name, postal address, email address, telephone number and, on request, bank account number, within a reasonable period.

20. Protection of MXNS Expert Partners Netherlands Goodwill

In the event Customer, including its personnel and/or any of its current and future Affiliates, uses the Digital Tool to develop tools, software or databases relating to animal production systems, feed production, food production, crop cultivation, land use change and sustainable nutrition ("Competing Services"), Customer guarantees not to use any MXNS Expert Partners Netherlands confidential information, Database and/or related information for that purpose. This non-compete obligation applies during the term of the Contract and for a period of two (2) years following its termination or ending.

21. Audit rights

21.1 Customer shall ensure its Users are using the Digital Tool in accordance with the Documentation, the applicable EULA (where applicable) and the Contract. If Customer concludes that Users may be in breach, Customer shall take immediate appropriate measures to restore compliance and inform MXNS Expert Partners Netherlands in writing (including by email).

21.2 MXNS Expert Partners Netherlands retains the right to audit Customer to verify whether the applicable Digital Tool is used in accordance with the Contract, including the right to access, review and audit the books, records and accounts of Customer to the extent relevant. Such an audit shall be reasonable as to scope, place, date and time. MXNS Expert Partners Netherlands bears the costs of the audit unless practices constituting a breach of the Contract are discovered, in which case Customer shall bear the costs.

ANNEXE 1 - END USER LICENSE AGREEMENT (EULA)

This End User License Agreement ("EULA") governs your personal use of the Digital Tools (the "Database") owned by MXNS Expert Partners Netherlands or 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.

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 Digital Tool 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,

- (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) using the Database in any manner that directly competes with Licensor or its Affiliates, including but not limited to developing a food, feed, or agricultural LCI database for any purpose;
- (g) 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 you wish to carry out, you must contact the 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)

