MXNS Expert Partners België - General Terms and Conditions for Services

These General Terms and Conditions (the "**T&Cs**") shall govern the relationship between MxNS Expert Partners België ("**MXNS Expert Partners België**") and the customer ("**Customer**") for the provision of certain Services (as defined below). The T&Cs include and hereby incorporate by reference each of the Service Appendices which are specified in the applicable Quotation or would otherwise reasonably be understood to apply to the Services by reason of the description of the Services set forth therein.

1. Definitions

"**Affiliate**" means, as to a Party, a corporation or business entity that directly or indirectly is controlled by, controls, or is under common control with that Party. Direct or indirect control means holding more than 50 percent of the voting shares or otherwise controlling the management, either by contract, special voting rights, voting trust agreements, or otherwise.

"**Appendix T&Cs**" means each appendix to these T&Cs (collectively, the "**Appendix T&Cs**") that sets forth additional terms and conditions applicable to the particular Services identified in such T&Cs Appendix and contracted for under a Quotation.

"**Application Dashboard**" means an online user interface used to access a Software Application, organize and display Customer information generated by, uploaded to or stored within any Software System.

"**Application Platform**" means the host system, Internet infrastructure and services platform and any other communication systems, network connections and interfacing capabilities used by MXNS Expert Partners België in order to enable the provision of a Software Application.

"**Area of Origin**" means the country or affiliated group of countries for purposes of applicable Privacy Legislation where Customer is located or from which any personal data processed or handled in connection with the Services originates or is first uploaded or otherwise transferred to MXNS Expert Partners België.

"**Claims**" means any claims, demands, costs, (including but not limited to reasonable attorneys' fees) or other cause of action, collectively.

"**Contract**" means the contract for Services between MXNS Expert Partners België and Customer consisting as an indivisible whole of (i) these T&Cs (including all applicable T&Cs Appendix) and (ii) the Quotation, and, if applicable, any specifications referenced or incorporated therein.

"**Controller**" means the person or body which determines the purpose and means of the data processing.

"**Crisis Situation**" means any incident or series of incidents involving the quality of Customer's products or services or the integrity of its production facilities and processes that cause or are likely to cause a disruption of or other significant negative impact on Customer's business through no fault of MXNS.

"**Customer Content**" means data, reports, certificates, documents, materials, or other information provided to MXNS Expert Partners België in any form or uploaded to any Software System by or on behalf of Customer, but expressly excluding any Confidential Information of MXNS Expert Partners België.

"**Database**" means a collection of data, information or other independent elements, systematically or methodically arranged and separately accessible.

"**Deliverables**" means the outcomes of any Services performed by MXNS Expert Partners België using its best efforts. For Software applications, it includes quality and safety protocols, reports, graphs, diagrams and summaries compiled (by the Customer) by means of the Software Application, either using the Details and/or the Content or otherwise;

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

"**Intellectual Property**" means patents, patent applications or derivative rights, utility certificates, copyrights, Database rights, trademarks, trademark applications, trade names, trade secrets, methods, designs, know-how, domain names, Software, and other proprietary rights.

"**Laws**" means all international, federal, state, and local laws, rules, and regulations.

"**Litigation Support**" means any of the following actions taken by MXNS Expert Partners België other than in the ordinary course of performing the Services as contemplated under the Contract: make disclosures, provide or submit documents or records or certifications, give testimony, produce other materials or analyses (including Deliverables and Service Reports), or provide support or otherwise become involved in any third-party dispute, litigation, negotiation, governmental or administrative process or proceeding or other transaction.

"**Quotation**" is any written proposal, offer, or agreement that sets out in reasonable detail the specific Services to be provided to Customer by MXNS Expert Partners België or its agents.

"**Privacy Legislation**" means all applicable Laws pertaining to the processing and handling of personal data in all pertinent jurisdictions, in particular the General Data Protection Regulation (GDPR) (EU) 2016/679.

"**Processor**" means the person or body which processes data on behalf of, on instructions from and under the authority of a Data Controller.

"**Retention Period**" means the period of time beginning on the date the Services are performed and continuing for five (5) years thereafter, or such period of time as is otherwise required by applicable law for the retention of records pertaining to the Services.

"**Service Report**" means the agreed-upon form in which Deliverables are provided by MXNS Expert Partners België to Customer.

"**Services**" means the services to be provided to Customer by MXNS Expert Partners België or its agents pursuant to the Contract, which may include the provision by MXNS Expert Partners België of access to and use of the Software System and/or Database.

"**Software**" means an organized and structured set of instructions or symbols, directly or indirectly, capable of performing or obtaining a predefined function, task or result by means of an electronic information processing system. The term Software identifies any firmware, source code, protocol, development kit, library, documents, standard, form, architecture, language relating to the said Software.

"**Software Application**" means the Software and its related Database.

"**Software System**" means, collectively, any Software Application, the related Application Dashboard and the Application Platform.

"**Third Party Content Providers**" means any and all persons or entities authorized by Customer to provide Customer Content.

2. Scope

2.1. Customer agrees that when Customer signs (including by electronic signature) or submits a Quotation or otherwise uses or engages MXNS Expert Partners België to provide Services, as the context requires, a Contract will be formed between Customer and MXNS Expert Partners België for the provision of the Services, and the provision of the Services will be governed exclusively by such Contract.

2.2. All Quotations entered into between Customer and MXNS Expert Partners België are irrevocable unless MXNS Expert Partners België agrees otherwise in writing.

2.3. If for any reason a Quotation is not signed by Customer, MXNS Expert Partners België is entitled to assume that a valid Contract pertaining to the subject matter of the Quotation has been formed when any conduct by Customer or Customer's agents recognizes the acceptance of the Quotation and the existence of the Contract, including but not limited to (i) acceptance by Customer of the performance of any Service by MXNS Expert Partners België for the benefit of

Customer, (ii) performance by Customer of any registration or login operations required to access or use the Applications (as defined below), and/or payment by Customer of the service fees defined in the Quotation.
2.4. Once formed, the Contract represents the entire agreement between Customer and MXNS Expert Partners België and supersedes all negotiations, representations or agreements, written or oral, with the same purpose. In the event of any inconsistency, (i) the Quotation will prevail over the T&Cs (including the Service Appendices), and the Service Appendices will prevail over these general T&Cs and (ii) the Quotation and T&Cs (including the Service Appendices) will prevail over any terms and conditions included in Customer's purchase order or any other document unless otherwise expressly stated by MXNS Expert Partners België in writing. For the avoidance of doubt, under no circumstances will the Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any Quotation, purchase order or other document govern the Contract or be binding on MXNS Expert Partners België in any way whatsoever.
2.5. Nothing in these T&Cs prevents MXNS Expert Partners België from providing services similar to the Services to other clients, including potential competitors of the Customer.

3. MXNS Expert Partners België Standard of Care

3.1. MXNS Expert Partners België shall perform the Services in a professional manner, using a reasonable degree of care and skill and diligence as expected of a professional performing services of a similar nature to the Services and under similar circumstances, consistent with applicable practices, Laws, and specifications approved by both parties.
3.2. The scope of the Services only covers areas expressly mentioned in the Contract. Thus, MXNS Expert Partners België exercises its duty to advise, if necessary, only in strict compliance with the provisions of the Contract.
3.3. MXNS Expert Partners België represents and warrants that it is a duly registered company and has the full right and authority to enter into and be governed by the Contract.

4. Service Reports and Deliverables

4.1. Upon completion of the Services or otherwise in accordance with the delivery schedule set forth in the applicable Quotation, MXNS Expert Partners België shall deliver Deliverables and Service Reports to Customer in accordance with MXNS Expert Partners België's standard format and delivery method, or as otherwise specified in the Quotation. Communication of Deliverables and Service Reports by email, through Customer's online information portal, or through other digital means agreed upon between the parties shall constitute valid delivery of such Deliverables and Service Reports as of the date such information is sent, posted or otherwise transmitted by MXNS Expert Partners België.
4.2. Any Service Report or Deliverables furnished by MXNS Expert Partners België is furnished solely for the benefit of the Customer. Customers may, however, direct MXNS Expert Partners België to provide Service Reports and Deliverables to third parties specified by Customer. Customers may only use Service Reports in the context of the project proposal as part of the Quotation. Once a Service Report has been fully paid for, the Customer shall become the owner of MXNS Expert Partners België's Intellectual Property rights created specifically for that Service Report, excluding any Software, Database, Software System or pre-existing proprietary data or database content, which shall remain the exclusive property of MXNS Expert Partners België. Where such pre-existing data is included in the Service Report or its appendices, MXNS Expert Partners België grants Customer a limited license to use it solely for the purposes defined in the Quotation and/or Service Report. No Service Report may be distributed or reproduced by Customer except in its entirety, and Customer shall not at any time misrepresent the content of any Service Report, Deliverables, or other information received from or relating to MXNS Expert Partners België or its work on behalf of, or its relationship with Customer.
4.3. MXNS Expert Partners België will communicate Deliverables and Service Reports only to persons and/or entities (including third parties) stipulated by Customer, unless disclosure is otherwise required by law or by applicable regulatory and/or certification bodies. MXNS Expert Partners België is entitled to assume that such designated persons and/or entities are authorized to receive Deliverables and Service Reports until MXNS Expert Partners België is notified in writing otherwise.
4.4. In the event of a discrepancy between, on the one hand, raw data and information set forth in an Application or transmitted to Customer through an electronic data interchange system and, on the other hand, a final, signed copy of a Service Report (regardless of the means through which such Service Report is delivered), such Service Report will control.
4.5. Subject to applicable service charges set forth in Section 10.3 below, upon Customer's request MXNS Expert Partners België shall reissue or amend any Service Report previously delivered to Customer, provided that any such changes are limited to corrections or updates to Customer-provided background information which do not in any manner alter or otherwise impact the Deliverables.

5. Disclaimers

5.1. The Deliverables and Service Reports are intended for use by persons having professional skill and training in the interpretation of such information. The Service Reports, Deliverables or other outcomes of Services provided by MXNS Expert Partners België may be tools to assist Customer to address regulatory compliance or other legal issues, but MXNS Expert Partners België is not acting as Customer's legal counsel, and nothing set forth in such Service Reports and Deliverables and other outcomes of the Services is intended as legal advice or the legal opinions of MXNS Expert Partners België. MXNS Expert Partners België disclaims and assumes no responsibility, and Customer hereby waives and releases MXNS Expert Partners België, its employees, agents and representatives from any and all liability resulting from (i) Customer's interpretation and/or use of any Deliverables or Service Reports that were properly rendered by MXNS Expert Partners België in accordance with the Contract, (ii) Customer's use or nonuse of any Application Platform and any data or information in connection therewith, (iii) the tasks performed by the hired personnel provided to the Customer insofar as these tasks are performed under Customer's supervision and direction and, (iv) Services provided by third parties.
5.2. Deliverables and Service Reports are based only upon the information, materials, facilities and operations Customer or its suppliers provide or make available to MXNS Expert Partners België, and MXNS Expert Partners België shall have no liability (i) for any errors, deficiencies or omissions in any Services provided to Customer that are based on inaccurate or incomplete information provided to MXNS Expert Partners België, or (ii) for application of the Deliverables to other products, materials, facilities or operations which were not made available to MXNS Expert Partners België.
5.3. The Deliverables of the Services performed according to the Quotation are not predetermined or certain. The Deliverables are derived from scientific experiments, processes, observations, calculations and other analyses, each with an unknown outcome. MXNS Expert Partners België does not guarantee, either express or implied, that the Deliverables will reflect the particular outcome desired by Customer or demonstrate required acceptance thresholds or other quality criteria set out by Customer for its products and/or business.
5.4. MXNS Expert Partners België reserves the right to instruct Customer to attach a suitable disclaimer text to any Deliverables or Service Reports intended to be made available to Customer's own clients, specifying the correct context of use and applicable limitations.
5.5. Customer shall adhere to applicable Laws and good practices when making any claims based on the Deliverables or Service Reports. MXNS Expert Partners België cannot be held liable for any such communications.

6. Customer's acknowledgements and obligations

6.1. Customer represents and warrants that:
(i) it has full right and authority to enter into and be governed by the Contract;
(ii) it has sufficient and reasonable commercial knowledge and experience with respect to all Laws related to its products and business, and Customer is in material compliance with all applicable Laws;

(iii) all Customer Content to be provided to MXNS Expert Partners België in connection with the Contract is free of any risk and does not and will not infringe or otherwise violate any third party intellectual property rights or applicable law; and
(iv) Customer has all necessary authorizations, permissions, approvals and legal rights to provide the Customer Content for use by MXNS Expert Partners België and storage in any applicable Software System.
6.2. Customer assumes all risk, costs and responsibility for and any legal liability arising out of or relating to (i) the compliance of Customer and its products and business and the compliance by any and all Third Party Content Providers under any and all applicable Laws, (ii) all decisions regarding which Services are required related to Customer's products or business, (iii) Customer's use of the Deliverables, Service Reports or Software Applications, (iv) Customer's implementation of any action, including a withdrawal or recall of products based on the Deliverables, including interim or preliminary Deliverables, and (v) all Customer Content.
6.3. Customer shall allow MXNS Expert Partners België's employees, agents, and representatives access to its facilities as necessary to perform the Services and shall be responsible for providing a safe workplace and working conditions. Any hazardous or toxic materials to which MXNS Expert Partners België's employees, agents, or representatives may be exposed during the performance of the Contract shall be properly stored and labeled by Customer in accordance with applicable laws and regulations.

7. Management of Customer Content and Materials

7.1. MXNS Expert Partners België shall retain copies of all Service Reports and Deliverables and other Customer Content stored within a Software System throughout the Retention Period. Within a reasonable period of time following submission of a written request by Customer at any time during the Retention Period, MXNS Expert Partners België shall deliver to Customer in raw data format any Customer Content uploaded and stored by Customer within a Software System, subject to the payment of the related fees. Upon the expiration of the Retention Period, MXNS Expert Partners België will have the right to destroy or otherwise dispose of any and all Service Reports and Deliverables and other Customer Content and records relating to the Services in its possession.
7.2. MXNS Expert Partners België shall have the unlimited right, free of charge or further consideration, to use and make available for third parties to use for research, development, and food safety risk prevention purposes, including through the application of artificial intelligence and machine learning, any Customer Content and anything contained in or created from Customer Content, or otherwise derived in connection with the Services; provided, however, that no such use shall identify Customer. MXNS Expert Partners België shall have the right to access, use, reproduce, store, process, develop commercial solutions and services based on analytical and statistical information derived from such data provided such data has been de-identified.
7.3 MXNS may use artificial intelligence tools ("AI Software") in performing the Services, provided that: (a) such use complies with applicable confidentiality and data protection obligations under this Agreement; (b) Customer Data is not used to train or improve third-party AI models without Customer's prior consent; and (c) MXNS remains fully responsible for all deliverables. "AI Software" excludes AI-enabled features embedded in standard business software subject to commercially reasonable data protection terms.

8. Delivery, Performance Schedules and Turnaround Times

8.1. Delivery dates, performance schedules and milestones, and other turnaround times for Services shall be as specified in the Quotation. If for any reason, MXNS Expert Partners België is not able to reach the delivery dates indicated in the Quotation, it shall inform the Customer as soon as possible.
8.2. Any delay for which Customer is responsible, including but not limited to delays in the delivery to MXNS Expert Partners België of samples or other materials or information required for the performance of Services, failure to timely communicate requirements for MXNS Expert Partners België personnel performing on-site Services, late payment of fees hereunder, or other lack of adequate cooperation, shall exempt MXNS Expert Partners België from any possible commitment or liability regarding turnaround, schedules, milestones, or delivery times.
8.3. At least seven (7) days prior to any scheduled on-site visit by MXNS Expert Partners België personnel to a Customer facility, Customer shall notify MXNS Expert Partners België of any applicable health screening, vaccination, or other personal wellness requirements, limitations or restrictions for on-site visitors; provided, however, that if Customer is subject to a government mandate to implement any such requirements within a period of time that is less than seven (7) days, Customer shall notify MXNS Expert Partners België of such requirements as soon as reasonably possible. If Customer fails to disclose such information to MXNS Expert Partners België in a timely manner, and as a result, MXNS Expert Partners België is unable to dispatch qualified personnel meeting Customer's requirements to Customer's site on the scheduled date, MXNS Expert Partners België shall not be liable in any way for missed deadlines or turnaround times arising as a result of such delayed site visit.

9. Crisis Management Services and Other Support

9.1. If Customer experiences a Crisis Situation and requests MXNS Expert Partners België's assistance to manage or otherwise address such Crisis Situation, MXNS Expert Partners België will designate certain of its personnel having expertise in the relevant area to (i) facilitate priority access for Customer to the applicable Services offered by MXNS Expert Partners België (ii) to provide Deliverables of such Services and other updates and reports to Customer as needed throughout the Crisis Situation, and/or (iii) to provide such other expert guidance, advice and analysis as MXNS Expert Partners België may be qualified to provide to assist Customer in the resolution of the Crisis Situation. Such services shall be considered to be outside of the Services set forth in the Quotation and will be subject to additional fees as specified in Article 10 below.
9.2. If, for any reason other than improper performance by MXNS Expert Partners België of the Services, Customer requests or otherwise causes (including by way of legal requirement) MXNS Expert Partners België to provide any type of Litigation Support, then MXNS Expert Partners België reserves the right to seek compensation from Customer as set forth in Article 10 below.

10. Fees and Expenses

10.1. All fees for the Services shall be set forth in the Quotation, except as may be otherwise mutually agreed upon by the parties in writing.
10.2. MXNS Expert Partners België will increase its fees, pricing for additional activities, and/or travel and accommodation rates on an annual basis, effective as of the first day of each calendar year. These adjustments will be determined based on the general trading environment, the evolution of cost associated with the provision of the Services and the required expertise, and may take into account relevant market benchmarks to ensure that any increase remains fair, balanced, and justified. MXNS Expert Partners België is also authorized to modify the price for its Services and expenses in the context of each (partial) subsequent assignment. The prices provided by MXNS Expert Partners België for one (partial) assignment do not grant the Customer the right to negotiate the same price for subsequent (partial) assignments.
10.3. Unless otherwise stated in the Quotation, all prices for the Services are expressed in Euros, and all amounts payable are exclusive of tax and are increased by VAT at the rate applicable on the invoice issue date.
10.4. The prices mentioned in the Quotation are always exclusive of all costs incurred by MXNS Expert Partners from third parties that were reasonably necessary to fulfill the obligations that arise from the contract, and will be charged at cost.
10.5. After prior notice to Customer, prices may be increased during the performance of the Services in the event of a change in applicable regulations, industry standards, material increase in the cost of raw

materials, or other factors beyond MXNS Expert Partners België's control which result in an increase in the cost of providing the Services.

10.6. Customer shall be responsible for all of the following costs and expenses, as applicable, regardless of whether such are specified in the Quotation:

(i) Any costs, bank fees, or other services fees associated with the transfer of funds internationally;
(ii) If Customer requires MXNS Expert Partners België to submit invoices through a third party billing system, any and all fees associated with MXNS Expert Partners België's use of such system;
(iii) All reasonable expenses incurred by MXNS Expert Partners België for destruction, return, and/or transfer of Customer Content, confidential information, and other records provided in connection with the Services, and MXNS Expert Partners België shall invoice such costs to Customer;
(iv) Any storage costs in the event that Customer requires storage of Customer Content or any other records provided in connection with the Services beyond MXNS Expert Partners België's standard retention term.
(v) If termination or cancellation is attributable to the Customer and involves costs for MXNS Expert Partners België.

10.7. Any reissue or amendment of a Service Report at Customer's request in accordance with Section 4.5 above may be invoiced by MXNS Expert Partners België at a reasonable rate to be determined by MXNS Expert Partners België in its discretion.

11. Payment terms

11.1. Unless otherwise stated in the applicable Quotation, Customer shall pay MXNS Expert Partners België for performance of the Services and all related expenses in accordance with MXNS Expert Partners België's invoices, which shall be paid within twenty (20) days of the date of invoice. Customer's failure to contest any invoice within fifteen (15) days prior to the due date shall be deemed as Customer's acceptance of the total amount of such invoice. No discounts shall be granted for early payment, and Customer shall not be entitled to reduce payment of invoiced amounts by any amounts due to Customer by MXNS Expert Partners België.

11.2. Any balance remaining unpaid after the due date may be automatically subject, without reminder or prior notice, to a service charge of an amount equal to the interest rate applied by the European Central Bank to its more recent financing operation plus ten percent (10%), which will run from the day following the due date until payment. In no event shall such charge exceed the rate permitted by applicable law. In addition, Customer shall pay a fixed rate fee for recovery of forty (40) euros without prejudice to MXNS Expert Partners België's right to suspend all outstanding orders and to request an additional refund if the actual recovery costs exceed the amount of this fixed rate fee.

11.3. Customer's failure to make payments within twenty (20) days of the date of invoice shall be deemed an event of default under these T&Cs, and all amounts owed by Customer will become immediately due and payable without prior notice, and MXNS Expert Partners België may, in its sole discretion, postpone, suspend or terminate the Contract and any outstanding Quotations. If legal action or collection proceedings are necessary to enforce Customer's payment obligations, Customer shall be liable for MXNS Expert Partners België's costs of collection, including any collection agency retention costs, court costs and attorney's fees.

11.4. MXNS Expert Partners België reserves the right, at any time during the Contract, to require Customer to provide information on its solvency and/or satisfactory security for performance of Customer's obligations under the Contract. If Customer fails to furnish satisfactory information or security upon such request, MXNS Expert Partners België may, at its option, postpone or suspend further performance of Services or terminate the Contract and/or any outstanding Quotations.

12. Confidentiality

12.1. All information of any type, discussed or disclosed, in writing, orally or visually, by MXNS Expert Partners België and/or Customer, as part of the negotiation or performance of the Contract or the Contract itself, including these T&Cs, are subject to the confidentiality obligations set forth herein for the duration of the Contract and the five (5) years following its termination for any reason. The confidential information of MXNS Expert Partners België expressly includes, without limitation, the Software Systems, the Database and its data, any know-how and the Intellectual Property rights related thereto. The contents of any Service Report or Deliverables furnished by MXNS Expert Partners België shall be the confidential information of Customer.

12.2. Without prejudice to the right granted to MXNS Expert Partners België to use the Customer Content under these T&Cs, neither party may disclose, without prior written consent of the other party, the other party's confidential information to any third party, other than its duly authorized representatives, advisors, subcontractors, affiliates, employees or agents or accreditation body who have a need to know for the purpose of the Contract and who are bound by obligations substantially similar to those stated herein.

12.3. The confidentiality and non-use obligations hereunder shall not apply to information which (a) was in rightful possession of the recipient prior to transmission by the discloser; (b) was or became accessible to the public through no fault of the recipient; (c) the recipient receives in good faith from a third party entitled to disclose it; or (d) is independently developed by the recipient, without reference to information received hereunder. In the event that either party is required by mandatory reporting obligations, applicable law or regulation or by legal process to disclose any confidential information, such party shall provide the other party with prompt notice of such request, unless otherwise prohibited.

12.4. Notwithstanding any contrary provision, Customer authorizes MXNS Expert Partners België to retain in its confidential files (a) one hard copy of confidential information provided by Customer and/or one copy of any notes, reports or summaries written by MXNS Expert Partners België that includes Customer's confidential information, exclusively for recordkeeping purposes or as required by internal compliance policies, and (b) confidential information in electronic form for which extraction and deletion from MXNS Expert Partners België's system is difficult or technically impossible.

13. Intellectual property

13.1. Unless prior written consent is obtained, the parties do not acquire any ownership rights over any Intellectual Property used by a party in connection with the Services. Except to the extent specifically set forth in these T&Cs or in a Quotation, no right to license whatsoever, either express or implied, is granted with respect to any Intellectual Property now or hereafter owned or controlled by Customer or MXNS Expert Partners België, and under no circumstances will Customer have any rights in or to any Software System or Database and its Data except for (as applicable) a limited license for use. The parties expressly reserve all rights not otherwise specifically granted hereunder or in a Quotation.

13.2. Customer shall not, without MXNS Expert Partners België's prior written consent, (i) use MXNS Expert Partners België's (corporate) name, trademarks, or logo; (ii) use any Software Systems, Deliverables or Service Reports in any manner which may cause harm to MXNS Expert Partners België's reputation and/or its business; or (iii) use for commercial purposes any training materials that may be given to Customer and for which MXNS Expert Partners België retains the Intellectual Property rights.

13.3. Customer shall not use MXNS Expert Partners België Services, such as MXNS Expert Partners België Database, to train artificial intelligence, for example to develop algorithms or machine learning models. Exceptions or limitations for text and data mining by Customer do not apply to the Services and MXNS Expert Partners België expressly reserves all its rights in relation to its Services, including its Software, Database and Software Application

13.4 Customer will retain intact and will not modify or remove any of MXNS Expert Partners België's or its accreditation bodies', licensors', or providers' trademarks, trade names, service marks, logos, copyright and/or trademarks designators or makings, or other ownership indicators from any Service Reports or other report forms, splash or display screens, printout pages, or other forms of retrieved data or displays of any Software System. In particular, no Service Report shall be altered such that any accreditation body trademark, appearing thereon is separated from the MXNS Expert Partners België name.

13.5. MXNS Expert Partners België and/or its third party providers and licensors, shall at all times retain ownership of all rights, title and interest in and to all Intellectual Property relating to the Software Systems, Software Applications, Application Platforms, Application Dashboards, and all enhancements, revisions, updates, modifications, supplements, interim works and derivative works thereto. From time to time, Customer may provide information to MXNS Expert Partners België on which MXNS Expert Partners België may partly rely to design, structure or develop a Development, and Customer hereby consents to MXNS Expert Partners België's use of such information to design, to structure or to determine the scope of such Developments. Customer may not claim any right of ownership or Intellectual Property rights over any such Developments, and any such Developments shall be and remain, the sole and exclusive property of MXNS Expert Partners België.

13.6. Customer expressly authorizes MXNS Expert Partners België to use it as a commercial reference for MXNS Expert Partners België's marketing purposes and, solely in connection with such marketing activities, to use and reproduce, without charge, Customer's name and logo in accordance with Customer's specifications; provided, however, that Customer shall be entitled to withdraw such consent at any time for any or no reason at all. Following termination of the Contract for any reason or earlier withdrawal of Customer's consent, MXNS Expert Partners België shall be permitted to continue using any printed format media that has been already printed before such termination or withdrawal occurred and which include a reproduction of the Customer's name and/or logo. For any such use of Customer's name and/or logo made on its website, MXNS Expert Partners België undertakes to withdraw them within thirty (30) days following Customer's request.

14. Limitation of liability

14.1. The Software Systems described herein, as well as any updates, modifications and other materials, and services will conform to the specifications for a term equal to the warranty period stated in the Software Systems' user documentation. Except as stated in the foregoing sentence, the Software Systems described herein, as well as any updates, modifications and other materials, and services are provided to customer on an "as is" and "as available" basis without warranty of any kind. In addition, Customer expressly agrees that access to the Software Systems may be limited or unavailable during periods of peak demand, Software System upgrades, malfunctions, or scheduled or unscheduled maintenance or for other reasons.

14.2. MXNS Expert Partners België makes no warranties regarding, and disclaims all liability for, the acts or omissions of third parties, any materials provided by third party licensors, hosts or Partners, arrangements with third parties, or use of third party sites, systems or services.

14.3. Within the limits of what is allowed by law, MXNS Expert Partners België's liability to Customer for breach of this Contract, any implied warranties, or for any negligence or other wrongdoing in the performance of the Services or otherwise related hereto is limited, at the Customer's option, to either re-performing the Service challenged or refunding the total fee paid in respect of that part of the Service, provided that the Customer submits a written complaint to MXNS Expert Partners België as soon as possible but latest within 6 months of the occurrence of the breach or of the Customer becoming aware of the breach.

14.4. Except in case of intent or serious negligence, MXNS Expert Partners België will under no circumstances be liable, in any manner whatsoever, for any indirect, special, incidental, punitive or consequential loss or damage, including but not limited to costs of recovery or loss of business, data, revenue, profits, interest, opportunity, image or customers, suffered by the Customer or any third party however caused and based on any theory of liability including but not limited to, breach of contract, tort (including negligence) or violation of statute, whether or not MXNS Expert Partners België has been advised of the possibility of such damages.

15. Indemnity

15.1. MXNS Expert Partners België agrees to defend, indemnify and hold harmless Customer, its directors, officers, representatives, agents, employees and contractors from and against any and all Claims if MXNS Expert Partners België has received written notice thereof not later than six (6) months after the date of the Customer's knowledge of the relevant Claim which (i) is the proven direct result of MXNS Expert Partners België's willful misconduct, gross negligence, or fraud in connection with the performance of the Services or (ii) arises from a third party claim that any Application in unmodified form infringes or misappropriates such third party's proprietary intellectual property rights; provided, however, that the indemnity in this subparagraph (ii) shall not apply if the alleged infringement arises from: (A) use of Application other than within the applicable Software System; (B) use of any Application that has been modified or merged by Customer with other programs; (C) MXNS Expert Partners België following the designs, specifications or written instructions of Customer; (D) the use of any Application in combination with other Software or hardware not provided or approved by MXNS Expert Partners België; or (E) the Customer Content processed by or stored within the Application.

15.2. Customer agrees to defend, indemnify and hold harmless MXNS Expert Partners België, its Affiliates and their respective officers, directors, agents, employees, representatives and contractors from and against any and all Claims arising out of or relating to (except to the extent caused by MXNS's negligence or breach of the T&C's) (i) Customer's use of any products reviewed or analyzed by MXNS Expert Partners België; (ii) the use of the Deliverables or Service Reports or any other data or analysis provided by MXNS Expert Partners België hereunder; (iii) any Customer Content; or (iv) any unauthorized use of or access to the Software Systems.

16. Personal data:

16.1. The parties undertake to always process personal data in accordance with all applicable Privacy Legislation and these T&Cs. If one party considers that an instruction by the other party constitutes a breach of the Privacy Legislation, it should immediately notify the other party.

16.2. MXNS Expert Partners België may provide on Customer request the list of the technical and security measures taken to ensure the protection of the personal data processed.

16.3. For processing relating to the preservation of the commercial relationship, each party shall act as Controller. For processing as part of the performance of the Services, the Customer shall always act as Controller and MXNS Expert Partners België as Processor in compliance with the Privacy Legislation.

16.4. Description of the processing:

(i) ***Purpose of the processing***: MXNS Expert Partners België shall process personal data solely for the purpose of performing the Services. MXNS Expert Partners België will act solely on

behalf of and on the documented instructions of the Customer, on the basis of this Contract's content.

(ii) ***Description of personal data processed****:* surname, name, postal address, email address, phone number, occupation, company, IP address.

(iii) ***Duration of the processing***: Processing is undertaken during the term of the Contract. In addition, personal data collected and processed will be stored and archived by MXNS Expert Partners België for a period equivalent to the legal storage obligations to which MXNS Expert Partners België is subject.

(iv) ***Transfer of personal data***: MXNS Expert Partners België shall not transfer any personal data to a country outside the Area of Origin, unless the Customer has expressly authorized such transfer in writing. Notwithstanding the above, MXNS Expert Partners België is expressly authorized to transfer personal data processed under the Contract to one or more of its affiliates, located or not within the Area of Origin, involved in the processing and more broadly in the performance of the Services. Data transfers outside the Area of Origin may only occur in accordance with the Privacy Legislation. Customer is informed that MXNS Expert Partners België uses affiliated or external service providers located in the United States and in other countries of the European Economic Area for storing and hosting some of its data and the operation of its CRM.

(v) ***Rights of the data subjects*****:** Data subjects have a right to access their personal data, request their rectification, or deletion, a right to object to processing and a right to be forgotten, a right to restriction of processing, to data portability and the right not to be subject to a decision based solely on automated processing (including profiling). Any request by the data subjects for the exercise of their rights must be sent to dpo@mxns.com and will be processed within a reasonable time.

17. Ethics & Compliance

17.1. Customer represents and warrants that (i) Customer is in material compliance with all applicable (a) export and data privacy laws and regulations of any relevant jurisdiction with respect to Customer's use of any Software Application and the related Software System, and (b) controlled substances laws and regulations of any relevant jurisdiction, such as the U.S. Controlled Substances Act (21 U.S.C. Ch. 13, § 801 et seq); and (ii) neither the Customer nor, to the knowledge of the Customer, any owner, director, officer, agent, employee, affiliate, or supplier of the Customer is named on any U.S. or EU government denied party list. Further, Customer shall not permit its users or suppliers to receive Services or access or use any Deliverables, Service Report, or Software System in a U.S. or EU embargoed country or in violation of any U.S. or EU export law or regulation.

17.2. Each party will comply with all applicable anti-corruption Laws, including, but not limited to the United States Foreign Corrupt Practices Act or the French Sapin 2 regulation, as each may be amended from time to time, and shall adhere to the principles governing relationships among business Partners as set forth in MXNS Expert Partners België's Code of Conduct posted at https://www.merieuxnutrisciences.com/our-ethics-compliance-undertakings or successor MXNS Expert Partners België website. Each party agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or item of value from the other party in connection with the Contract, excluding reasonable gifts and entertainment provided in the ordinary course of business.

17.3. In no event will either party be obligated under the Contract to take any action that it believes, in good faith, would cause it to be in violation of any Laws, rules, ordinances or regulations applicable to it.

17.4.Customer agrees that promptly upon becoming aware of any violation or potential violation of applicable Laws or ethics standards pertaining to the Services or the relationship between the parties, Customer shall report such violation to MXNS Expert Partners België at https://integrity-line.mxns.com/

17.5. If necessary and in accordance with applicable law, MXNS Expert Partners België will cooperate with local, state, federal and international government authorities with respect to the Services.

17.6. Notwithstanding any other provision in these T&Cs, MXNS Expert Partners België may immediately terminate the Agreement and/or deny Services for noncompliance with applicable Laws or in the event any circumstance arises which MXNS Expert Partners België determines, in its sole discretion, could cause it to violate applicable Laws or otherwise presents a material risk to MXNS Expert Partners België's business or reputation.

18. General conditions

18.1. The Contract and any open Quotations may be terminated by each Party with thirty (30) days written notice. Either party may terminate the Contract and any open Quotations with immediate effect in the event of insolvency of the other party. If the Contract or any outstanding Quotations are terminated, MXNS Expert Partners België shall be paid in full for all Services performed through the termination date, and the Customer shall be provided with a report of Services conducted prior to termination.

If MXNS Expert Partners België terminates the Contract, it may at Customer's request, arrange the transfer to a third party, of the work that is still to be executed.

18.2. Customer may not delegate, assign or transfer all or part of the Contract without MXNS Expert Partners België's prior written consent. MXNS Expert Partners België may assign or transfer this Contract at any time, to any of its affiliates, provided such affiliate assumes MXNS Expert Partners België's obligations hereunder, thereby releasing MXNS Expert Partners België from any future obligations.

18.3. MXNS Expert Partners België may subcontract some parts of the Services to other qualified third parties, provided that such third parties comply with MXNS Expert Partners België's obligations as set forth herein. MXNS Expert Partners België is free to (i) decide which individual in or outside MXNS Expert Partners België's organization shall execute the Services and, (ii) how and with which resources the Service should be executed. Even if the Customer asked to assign a specific individual to execute the Services, MXNS Expert Partners België reserves the right to commission third parties to execute such Services.

18.4. The employee(s) of MXNS Expert Partners België remain under the management and supervision of MXNS Expert Partners België unless explicitly stipulated otherwise in the Quotation.

18.5. Neither Party shall be liable for delays or other problems caused by force majeure events, unforeseen circumstances, compliance with governmental requests, laws, regulations, or breakage or failure of equipment or apparatus, or any other event beyond the reasonable control of the affected Party.

18.6. It is not intended that any of the provisions of this Contract shall benefit, and it shall not be construed that these provisions benefit or are enforceable by, any other third parties.

18.7. The relationship between the parties hereunder is of independent contractor and principal and neither party can make a commitment on behalf of the other. No Partnership, joint venture, agency, or mandate is created through the provision of the Services.

18.8. Each party, at its own expense, shall maintain adequate insurance coverage with respect to its responsibilities under the Contract.

18.9. Any modification to the Contract shall be done by a written agreement signed by the parties. The obligations set forth in Sections 6.1, 6.2, and Articles 2, 4, 5, 7, 12, 13, 14, 15, and 18 shall survive the termination of the commercial relationship between the parties.

18.10. In the event that any of the provisions of the Contract are or become null or void, such provisions shall be deemed to have been deleted from the Contract and the remaining provisions hereof shall remain valid and enforceable. If, at any time, MXNS Expert Partners België does not avail itself of any of these provisions, this shall not be construed as a waiver of the subsequent implementation of such provisions.

18.11. These T&Cs and the Services covered shall be governed by the laws of Belgium. If the parties can not settle any dispute amicably within fifteen (15) business days, then, any dispute shall be settled by judicial means. Any dispute shall be subject to the exclusive jurisdiction of the courts of Antwerp, judicial district Mechelen. The obligation to respect the above deadline is not applicable to emergency proceedings, provisional proceedings, summary proceedings or ex parte applications.