

Supplemental Terms and Conditions for Digital Tools

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

1. Definitions.

“**Digital Tools**” means EnviroMap and/or Limit Detector and/or Qualmap and/or Regulatory Update and/or Safety Hud according to the Service Order.

“**EnviroMap**” means the EnviroMap® Software Application (as modified and updated).

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

“**Operating Time**” means the percentage of minutes in a month in which a Software System’s key components are operational, that is to say at least 98,7% per month.

“**QualMap**” means the QualMap® Software Application (as modified and updated).

“**Regulatory Update**” means the Software Application (as modified and updated) consisting of an online regulatory update service based on the monitoring of online Official Journals in more than 70 countries.

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

2. Scope of Work

MNAQ provides to Customer, through this Contract, the Digital Tools specified in the applicable Service Order.

3. Termination or Non-Renewal

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).

4. Grant

Subject to the terms and conditions provided in this Contract, MNAQ hereby grants to Customer during the period of time specified in the applicable Service Order (the “**Service Period**”) a limited, non-exclusive, terminable, non-transferable right to access the applicable Digital Tools through an Application Dashboard or by any other means on which the parties may agree, and to use such Digital Tool during the Service Period for its internal purposes only in connection with its authorized use of the Software System.

5. Authorized Users

Pursuant to the applicable Service Order, Customer has been granted a limited number of licenses to use the Software System, and Customer may only permit use of the Software System by the

employees and, if applicable, Third Party Content Providers which have been authorized and appointed by the Customer for the use of the Software Systems and whose identities shall be communicated to MNAQ (collectively, “**Authorized Users**”). Customer shall manage access and maintain records pertaining to its Authorized Users in accordance with the MNAQ technical user guide applicable to the Software System (“**User Documentation**”).

6. Access

6.1. Identification of the Customer and its Authorized Users at the time of accessing a Software System shall be undertaken using the following: (i) a username assigned to each Authorized User and (ii) a unique password associated with each Authorized User’s username (collectively, “**Login Information**”).

6.2. Login Information is strictly personal and confidential. It may only be changed following a request by the Customer or at the initiative of MNAQ subject to previously informing the Customer. The Customer shall take all measures to protect the confidentiality of Login Information.

7. Security

7.1. 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 Authorized Users who have been assigned Login Information.

7.2. 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 Authorized Users and other employees and Third Party Content Providers with Customer’s use, access and other restrictions set forth herein and in the User Documentation.

7.3. Customer will immediately notify MNAQ if the Login Information issued to an Authorized User in connection herewith is or may be jeopardized, or if any unauthorized access to the Software System has occurred or is occurring and will take all steps reasonably necessary to terminate any unauthorized access and provide such cooperation and assistance related to any unauthorized access as MNAQ may reasonably request.

8. Other restrictions on use.

8.1. Customer’s data shall be properly inputted into the Software System, and no improper or otherwise inappropriate code (such as a virus) shall be inputted into the Software System by Customer or anyone to whom Customer gives access to the Software System.

8.2. At no time may Customer download or attempt to download any Software Application, or access or attempt to access any Software System source code.

8.3. The Software Systems are subject to MNAQ’s copyright and database rights. Customer shall not sell, assign, distribute, transfer, lease, sublet, rent, modify, sublicense, decompile, unbundle, disassemble, reverse engineer, create derivative works of, store, time-share, display, publish, broadcast, circulate, market, donate, copy, duplicate, create, recreate, disseminate, retransmit, or commercially exploit the Software Applications,

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the Software System or the documentation, any part thereof, and/or any information or output therefrom.

8.4. Except with respect to commercially available applications commonly known as “web browser” software or other applications, Customer agrees not to use any 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 as MNAQ may indicate to Customer in writing from time to time.

8.5. Customer shall comply, and shall ensure its Authorized Users and other employees and Third Party Content Providers comply, with any authorization, set-up and use procedures, privacy policy and other terms and conditions of use, related to accessing and using the Software System promulgated from time to time by MNAQ or its providers.

9. Suspension of service

MNAQ may suspend Customer’s or any Authorized User’s access to the Software System in the event that (i) MNAQ becomes aware of any improper use by Customer or any Authorized User of the Software System or (ii) MNAQ has reason to believe that the Login Information of any Authorized User has been compromised. The parties expressly agree that MNAQ shall not be liable in any way for interruptions to services or damages related to the foregoing.

10. System maintenance and outages

10.1. MNAQ may suspend access to the Software System in the event that: (i) MNAQ is obliged to comply with an order, instruction or directive of a governmental or other relevant state authority which affects MNAQ’s ability to provide access to the Software System; or (ii) one or more of the operators of the Application Platform upon which the provision of Software Applications hereunder are dependent suspends its provision of those services to MNAQ.

10.2. In addition, Customer acknowledges that its access to the Software System may be interrupted from time to time during the performance of routine maintenance operations, emergency repairs, and installation of Updates. MNAQ may change the Application Platform host or other providers at any time, and Customer shall cooperate with such change (including without limitation with any related changes such as using a new website address for access and reasonable service interruptions necessary to accommodate such change).

10.3. No periods of non-operation arising in connection with any of the circumstances described in this Article 10 shall be deducted from applicable Operating Times, and Customer shall not be entitled to compensation as a result of any such service suspensions or interruptions. MNAQ will use good faith efforts to provide notice of any service interruption to Customer whenever commercially reasonable, and MNAQ shall reinstate the suspended access to the Software System as soon as the cause for such suspension has been remedied. If the outage is of an unexpected nature, upon its awareness of such outage, MNAQ will use good faith efforts to notify the affected parties and communicate when the application is restored.

11. System requirements

11.1. Customer shall acquire, use and maintain the proper environment and Internet service connections necessary to properly operate and access the Software System, including without limitation the telecommunications infrastructure, hardware, interfaces and other software contained in the User Documentation. 11.2. Customer will meet all minimum requirements for system function, and Customer is responsible for adopting reasonable measures to limit its exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions of or in the Software System or Internet or wireless service access, or the results thereof (including, but not limited to, the regular synchronization and secure backup of Customer’s data). Customer agrees to maintain at all times alternative methods capable of substitution in the event the Software System is unavailable for whatever reason. Customer assumes sole responsibility for the security, reliability, and integrity of its Internet service, wireless connections, and hardware, and all data and information transmitted to, from, or through such service, connections and/or hardware.

12. Updates

MNAQ may provide modifications (including the addition or removal of functionalities or features) to the Software Applications (“*Updates*”) from time to time by directly installing the Updates on the Application Platform.

13. Customer content

13.1. Customer will input its information into the applicable Software System(s) in any method and format required by MNAQ.

13.2. 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.

13.3. In the event MNAQ discovers or is notified of a breach or potential breach relating to Customer Content, MNAQ shall promptly notify the Customer and investigate such breach or potential breach. MNAQ shall inform the Customer of the results of any such investigation. MNAQ 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 an Authorized User’s misuse of the Software System or loss or theft of any Authorized 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 an Authorized User.

13.4. Customer shall only permit Customer Content to be provided to MNAQ to the extent for which Customer has all permissions, approvals and legal rights necessary to provide Customer Content for use by MNAQ 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

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violate any third party intellectual property rights or applicable law.

13.5. MNAQ may remove or disable any Customer Content as to which MNAQ reasonably and in good faith believes is in violation of this Contract, the User Documentation or any applicable law or would otherwise jeopardize the security of the Software System or MNAQ' business operations.

14. Ownership and Intellectual Property.

Customer will have no rights, ownership or interest in or to any Software System except for (as applicable) a limited grant of use, and MNAQ expressly reserves all rights not otherwise specifically granted thereunder. Customer acknowledges and agrees that a copyright notice shall not cause, or be deemed or construed as causing, any Software System or documentation to be a published copyright work or to be in the public domain.

15. Disclaimers and Limitations of Liability.

15.1. 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.

15.2. 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.

15.3. MNAQ 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, ALL CUSTOMER CONTENT, ARRANGEMENTS WITH THIRD PARTIES, OR USE OF THIRD PARTY SITES OR SYSTEMS. MNAQ ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, INACCURACIES OR OMISSIONS IN ANY CUSTOMER CONTENT OR CONTENT PROVIDED BY OR OBTAINED FROM ANY THIRD PARTY, AND ANY INFORMATION DERIVED FROM THIRD-PARTY LITERATURE OR OTHER PUBLIC RESOURCES IS PROVIDED FOR INFORMATION PURPOSES ONLY.

15.4. NEITHER MNAQ 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.

15.5. MNAQ 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 MNAQ has the opportunity to update the Software Application.