

## Mérieux NutriSciences Poland General Terms and Conditions for Services

These General Terms and Conditions (the “**T&Cs**”) shall govern the relationship between Silliker Polska sp. z o.o. (“**MXNS**”) 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

“**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 Appendix 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 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.

“**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 and Customer consisting as an indivisible whole of (i) these T&Cs (including all applicable Appendix T&Cs) and (ii) the Quotation, and, if applicable, any specifications referenced or incorporated therein.

“**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, test results, certificates, documents, protocols, methods, samples, materials, or other information provided to MXNS in any form or uploaded to any Software System by or on behalf of Customer, but expressly excluding any Confidential Information of MXNS.

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

“**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 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 Results 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.

“**MyMXNS**” means the MXNS Software Application Platform providing Customer access to the samples, and audit reports, Results, Service Reports and related information and materials.

“**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 and the Act of 10 May 2018 on the Protection of Personal Data.

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

“**Results**” means the outcome of any Services performed by MXNS (except for the provision of Applications).

“**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 Results are provided by MXNS to Customer (e.g. test report, Certificate of Analysis, label verification service reports, reviews).

“**Services**” means the services to be provided to Customer by MXNS or its agents pursuant to the Contract, which may include, the provision by MXNS of access to and use of the MyMXNS Application and/or any other Software Application regardless of the medium used.

“**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 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 to provide Services, as the context requires, a Contract will be formed between Customer and MXNS 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 are irrevocable unless MXNS agrees otherwise in writing.

2.3. If for any reason a Quotation is not signed by Customer, MXNS 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) Customer or its suppliers providing samples or access to samples, facilities or other materials to MXNS for analysis, (ii) acceptance by Customer of the performance of any Service by MXNS for the benefit of Customer, (iii) 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 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 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 in any way whatsoever.

2.5. Nothing in these T&Cs prevents MXNS from providing services similar to the Services to other clients, including potential competitors of the Customer.

### **3. MXNS Standard of Care**

3.1. MXNS 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 exercises its duty to advise, if necessary, only in strict compliance with the provisions of the Contract.

3.3. MXNS 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 Results**

4.1. Upon completion of the Services or otherwise in accordance with the delivery schedule set forth in the applicable Quotation, MXNS shall deliver Results and Service Reports to Customer in accordance with MXNS's standard format and delivery method, or as otherwise specified in the Quotation. Communication of Results and Service Reports by email, through MyMXNS or other Application, via Customer's online information portal, or through other digital means agreed upon between the Parties shall constitute valid delivery of such Results and Service Reports as of the date such information is sent, posted or otherwise transmitted by MXNS.

4.2. Any Service Report or Results furnished by MXNS is furnished solely for the benefit of Customer; Customer may, however, direct MXNS to provide Service Reports and Results to third parties specified by Customer. Once a Service Report has been paid for, the contents of

any such Service Report shall become the property of Customer. 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, Results, or other information received from or relating to MXNS or its work on behalf of, or as a result of any other relationship with Customer.

4.3. MXNS will communicate Results 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 is entitled to assume that such designated persons and/or entities are authorized to receive Results and Service Reports until MXNS is notified in writing otherwise.

4.4. Customer understands and agrees that 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 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 Results.

### **5. Disclaimers**

5.1. The Results and Service Reports are intended for use by persons having professional skill and training in the interpretation of such information. The Service Reports, Results or other outcomes of Services provided by MXNS may be tools to assist Customer to address regulatory compliance or other legal issues, but Customer acknowledges and agrees that MXNS is not authorized to act as Customer's legal counsel, and nothing set forth in such Service Reports and Results and other outcomes of the Services is intended as legal advice or the legal opinions of MXNS. MXNS disclaims and assumes no responsibility, and Customer hereby waives and releases MXNS, its employees, agents and representatives from any and all liability resulting from Customer's interpretation and/or use of any Results or Service Reports that were properly rendered by MXNS in accordance with the Contract or Customer's use or non-use of any Application Platform and any data or information in connection therewith.

5.2. Customer understands and agrees that Results and Service Reports are based only upon the samples, information, materials, facilities and operations Customer or its suppliers provide or make available to MXNS, and MXNS 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, or (ii) for application of the Results to other products, materials, facilities or operations which were not made available to MXNS or which MXNS did not analyze.

5.3. The Results of the Services performed according to the Quotation are not pre-determined or certain. The Results are derived from scientific experiments, processes, observations, calculations and other analyses, each with an unknown outcome. MXNS does not guarantee, either express or implied, that the Results 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, and MXNS does not accept responsibility for failure of the Results to meet such Customer expectations.

## **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 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 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 Results, Service Reports or Software Applications, (iv) Customer's implementation of any action, including a withdrawal or recall of products based on the Results, including interim or preliminary Results, and (v) all Customer Content.

6.3. Customer shall allow MXNS' 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' 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.

6.4. Customer acknowledges having been fully informed of the elements necessary for its understanding and acceptance of the terms of the Contract.

## **7. Management of Customer Content and Materials**

7.1. MXNS shall retain copies of all Service Reports and Results 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 shall deliver to Customer in raw data format any Customer Content uploaded by Customer and stored within a Software System, subject to the payment of the related fees. Upon the expiration of the Retention Period, MXNS will have the right to destroy or otherwise dispose of any and all Service Reports and Results and other Customer Content and records relating to the Services in its possession.

7.2. Customer acknowledges that, due to the nature of the Services to be conducted, MXNS shall be under no obligation at any time to return or dispose of samples or other tangible materials provided to MXNS for analysis, unless return of such samples or materials is specifically requested by Customer in writing and is reasonably practicable following the performance of Services with respect thereto. Samples and materials

provided by and not returned to Customer may be considered as waste that may be destroyed by MXNS upon completion of the Services or after a retention period determined by MXNS.

7.3. MXNS shall have the unlimited right, free of charge or further consideration, to use and make available for third parties to use for scientific, research or development purposes, on a de-identified or aggregated basis, 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 shall have the right to access, use, reproduce, store, process and distribute as desired and may make available to third parties the analytical and statistical information derived from such data.

## **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.

8.2. Any delay for which Customer is responsible, including but not limited to delays in the delivery to MXNS of samples or other materials or information required for the performance of Services, failure to timely communicate requirements for MXNS personnel performing on-site Services, late payment of fees hereunder, or other lack of adequate cooperation, shall exempt MXNS 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 personnel to a Customer facility, Customer shall notify MXNS 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 of such requirements as soon as reasonably possible. If Customer fails to disclose such information to MXNS in a timely manner, and as a result, MXNS is unable to dispatch qualified personnel meeting Customer's requirements to Customer's site on the scheduled date, MXNS 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' assistance to manage or otherwise address such Crisis Situation, MXNS 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 (ii) to provide results 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 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 of the Services, Customer requests or otherwise causes (including by way of legal requirement) MXNS to provide any type of Litigation Support, then MXNS 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. If the term of the applicable Quotation exceeds one calendar year and unless otherwise specified in the Quotation, MXNS reserves the right to increase fees, pricing for additional activities, and/or travel and accommodation rates on an annual basis, effective as of the first day of the second calendar year of the term based on the following index: Gus Index, published by the Polish Statistical Office.

10.3. Unless otherwise stated in the Quotation, all prices for the Services are expressed in *złoty*, and all amounts payable are exclusive of tax and are increased by VAT at the rate applicable on the invoice issue date.

10.4. 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' control which result in an increase in the cost of providing the Services.

10.5. 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) All reasonable expenses incurred by MXNS for return, and/or transfer of samples and other Customer Content, confidential information, and other records provided in connection with the Services, and MXNS shall invoice such costs to Customer;
- (iii) 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's standard retention term.

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

## 11. Payment terms

11.1. Unless otherwise stated in the applicable Quotation, Customer shall pay MXNS for performance of the Services and all related expenses in accordance with MXNS' invoices, which shall be paid within 14 days of the date of invoice unless otherwise agreed with the Customer in the corresponding Quotation. 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.

11.2. Any balance remaining unpaid after the due date may be automatically subject, without reminder or prior notice, to a service charge of amount equal to the interest rate applied by the National Bank of Poland - Narodowy Bank Polski (NBP) 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 in accordance with Polish Tax Law without prejudice to MXNS' 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 fourteen (14) days from the scheduled date of payment 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 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' costs of collection, including any collection agency retention costs, court costs and attorney's fees.

11.4. MXNS 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 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 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 expressly includes, without limitation, the Software Systems and the Intellectual Property Rights related thereto. The contents of any Service Report or Results furnished by MXNS shall be the confidential information of the Customer.

12.2. Without prejudice to the right granted to MXNS 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 and its affiliated companies 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 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 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 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' system is difficult or technically impossible.

### **13. Intellectual property**

13.1. Unless prior written consent is obtained, the parties acknowledge that they 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, and under no circumstances will Customer have any rights in or to any Software System 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' prior written consent, (i) use MXNS' name, trademarks, or logo; (ii) use any Application, Results or Service Report in any manner which may cause harm to MXNS' reputation and/or its business; or (iii) use for commercial purposes any training materials that may be given to Customer and for which MXNS retains the Intellectual Property rights.

13.3. Customer will retain intact and will not modify or remove any of MXNS' or its accreditation bodies', licensors', or providers' trademarks, 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 name.

13.4. MXNS 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 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 on which MXNS may partly rely to design, structure or develop a Development, and Customer hereby consents to MXNS' use of such information to design, to structure or to determine the scope of such Developments. Customer acknowledges and agrees that it may not claim any right of ownership or Intellectual Property rights over any such Developments, and any such Developments shall be, and shall remain, the sole and exclusive property of MXNS.

13.5. Customer expressly authorizes MXNS to use it as a commercial reference for MXNS' marketing purposes and, solely in connection 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. Following termination of the Contract for any reason or earlier withdrawal of Customer's consent, MXNS shall be permitted to continue using any printed format media that has been already printed before such termination or withdrawal 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 undertakes to withdraw them within thirty (30) days following Customer's request.

### **14. Limitation of liability**

14.1. Except as expressly provided to the contrary herein and to the fullest extent permitted by law, all terms, conditions, and warranties (including, without limitation, any warranty as to merchantable quality

or fitness for a particular purpose, condition of satisfactory quality, non-interference, accuracy of informational content, or arising from a course of dealing, law, usage, or trade practice) related to the services, a quotation, these T&C's or otherwise are disclaimed and excluded unless the exclusion of any such warranties would contravene applicable law or cause any part of these T&C's to be void. the warranties, obligations, and liabilities of MXNS hereunder are exclusive.

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

14.3. MXNS 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.

14.4. Within the limits of what is allowed by law, MXNS' 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.

14.5. MXNS 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 has been advised of the possibility of such damages.

### **15. Indemnity**

15.1. MXNS 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 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' willful misconduct or fraud in connection with the performance of the Services or (ii) results 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 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; or (E) the Customer Content processed by or stored within the Application.

15.2. Customer agrees to defend, indemnify and hold harmless MXNS, its affiliates and their respective officers, agents, employees, representatives and contractors from and against any and all Claims arising out of or relating to (except to the extent of any required indemnity of Customer by MXNS pursuant to Section 10.1 above) (i) the performance of the Services in accordance with these T&Cs or any Quotation; (ii) Customer's use of any products reviewed or analyzed by MXNS; (iii) the use of the Results or Service Reports or any other data or analysis provided by MXNS hereunder; (iv) any Customer Content; or (v) 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 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 as Processor in compliance with the Privacy Legislation.

16.4. Customer acknowledges having been fully informed of the privacy policy with regard to the processing of personal data by MXNS within the framework of the Contract.

16.5. Description of the processing:

- (i) **Purpose of the processing:** MXNS will process personal data solely for the purpose of performing the Services. MXNS will act solely on behalf of and under the 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 for a period equivalent to the legal storage obligations to which MXNS is subject.
- (iv) **Transfer of personal data:** MXNS 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 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 acknowledges and agrees that MXNS 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 emailing accounts.

- (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](mailto: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 (x) 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 (y) 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 Results, 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's [Code of Conduct](https://www.flipsnack.com/merieuxnutrisciences/code-of-conduct-merieux-nutrisciences/full-view.html) posted at <https://www.flipsnack.com/merieuxnutrisciences/code-of-conduct-merieux-nutrisciences/full-view.html> or successor MXNS 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 at [compliance@mxns.com](mailto:compliance@mxns.com).

17.5. If necessary and in accordance with applicable law, MXNS 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 may immediately terminate the Agreement and/or deny Services for noncompliance with applicable Laws or in the event any circumstance arises which MXNS determines, in its sole discretion, could cause it to violate applicable Laws or otherwise presents a material risk to MXNS' business or reputation.

## 18. General conditions

18.1. The Contract and any open Quotations may be terminated by MXNS 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 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.

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

18.3. MXNS may subcontract some parts of the Services to other qualified third parties, provided that such third parties comply with MXNS' obligations as set forth herein.

18.4. MXNS shall not 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 MXNS.

18.5. 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.

18.6. 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.

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

18.8. 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.

18.9. 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 does not avail itself of any of these provisions, this shall not be construed as a waiver of the subsequent implementation of such provisions.

18.10. These T&Cs and the Services covered shall be governed by the laws of Poland. 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 courts in whose jurisdiction MXNS' registered office is located. The obligation to respect the above deadline is not applicable to emergency proceedings, provisional proceedings, summary proceedings or ex parte.



## Appendix for Analytical Testing Services

This Appendix for Analytical Testing Services (the “**Testing Services Terms**”) are appended to the MXNS general Terms and Conditions for Services available at

<https://www.merieuxnutrisciences.com/eu/wp-content/uploads/2023/07/General-Terms-and-Conditions-for-Services.pdf> (the “**General T&Cs**”) and apply to all contracts for the performance of analytical testing services by MXNS (the “**Testing Services**”). These Testing Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Testing Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

### 1. Service Reports

1.1. Upon completion of testing, Results will be delivered in the form of a Certificate of Analysis (“**COA**”).

1.2. The data contained in the COA pertains solely to the analytical and sampling procedure(s) used and the homogeneity of the sample(s) received.

1.3. The Results may not be representative of the lot or batch or other samples, and consequently may not necessarily justify the acceptance or rejection of a lot or batch, a product recall, or support legal proceedings.

1.4. The COA does not imply that MXNS has been engaged to consult upon the consequences of the analysis or for any action that should be taken as a result of the analysis.

1.5. Should Customer request a statement of conformity to its specification or standard, Customer acknowledges and agrees that any such statements contained in the Results are provided by MXNS as follows:

- For legally defined limits, the laboratory can confirm compliance with the requirements by referring to the nominal result in accordance with the simple acceptance principle or in accordance with other rules described in legislation or guidelines.

- For limits not defined by law (e.g. quality parameters according to customer specifications), the laboratory may confirm compliance with the requirements referring to the nominal result, taking into account the uncertainty of measurement, in accordance with the simple acceptance principle or referring to individual arrangements with a client.

### 2. Fees and Price Adjustments

2.1. Unless specifically quoted in the Quotation, compositing or sample preparation fees have not been applied to Customer’s samples. Should Customer’s test needs change such that extensive sample preparation is required, or large compositing schemes are implemented, pricing may be adjusted to reflect the time required to complete these processes, after informing the customer in advance.

2.2. The pricing stated in the Quotation is based on sample volume estimates provided by the Customer. If, at any time following

ninety (90) days from the Effective Date of the Quotation, actual sample volumes are lower than the estimated sample volumes, then MXNS reserves the right, subject to prior notification, to increase the pricing based on the sample volumes actually tested by MXNS.

2.3. The pricing of any tests to be performed by subcontracted laboratories outside the MXNS network, as specifically identified in the Quotation, is subject to change at any time with prior notification to Customer or MXNS.

### 3. Timing & Surcharges

3.1. Standard turnaround times for all tests are set forth in the Quotation and are indicated in business days.

3.2. Turnaround Times (TATs) listed in the Quotation are based on when the samples arrive at the MXNS laboratory. TATs outlined in the Quotation are based on negative results. Further confirmation may be required for some testing.

3.3. Customer must call to discuss any rush requests with MXNS prior to submitting samples to ensure that the requested turnaround time is possible. Turnaround times are subject to capacity, staffing, and sample volumes within the applicable laboratory, and rush surcharges of at least 50%, as determined by MXNS and communicated to Customer at the time the rush request is made, will be added to the cost of any such tests performed on an accelerated basis, with higher surcharges applicable to shorter turnaround times.

### 4. Sampling and Picking

4.1. Customer shall be responsible for submitting its own samples, unless otherwise indicated in the Quotation.

4.2. MXNS shall not be liable for any reason due to defects inherent in the sample(s).

### 5. Shipping

5.1. Customer shall ensure that all samples shipped or otherwise delivered to MXNS are (i) fully described on all shipping/delivery documents, (ii) properly packaged, and (iii) accurately marked and labeled. If a shipment contains hazardous materials or other dangerous items or governmentally regulated substances, the packaging and contents of the shipment shall be conspicuously labeled with content information and all necessary and advisable warnings and proper handling instructions and restrictions.

5.2. Customer shall be responsible for damages incurred by MXNS, its employees and its independent contractors that are the result of (i) Customer withholding safety information about handling any materials delivered to MXNS, or (ii) the nature and content of any materials delivered to MXNS.

5.3. MXNS shall not be responsible for any loss, damages or delays resulting from (i) untimely, incorrect, incomplete or missing shipping or handling information, (ii) the nature or content of any shipment, including any defect, characteristic or inherent vice of the



shipment, or (iii) damage to or loss of articles or alteration in any manner of the contents of a shipment (including, but not limited to spoilage, contamination or chemical changes affecting samples) as a result of improper packaging, shipping conditions or damage to packaging during shipment.

5.4. If MXNS ships samples internationally on Customer's behalf, Customer agrees to pay for all fees associated with shipment of Customer's samples including but not limited to customs clearance fees, permit fees and other government agency fees, which are variable and are applied on a case-by-case method. MXNS will work with Customer to mitigate any known clearance formalities before shipment.

## Appendix for Consultancy Services

This Appendix for Consultancy Services (the “**Consultancy Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services available at

<https://www.merieuxnutrisciences.com/eu/wp-content/uploads/2023/07/General-Terms-and-Conditions-for-Services.pdf> (the “**General T&Cs**”) and apply to all contracts for the performance of technical consultancy services by MXNS (“**Consultancy Services**”). These Consultancy Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any Quotation, proposal or agreement for Consultancy Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

### 1. Timing

If MXNS requires information from Customer for the execution of the Consultancy Services, the term for the execution does not begin before the Customer has supplied MXNS with the correct and complete information.

### 2. Cancellation or Postponement.

If MXNS receives a written cancellation or postponement notification from Customer of a Service that is confirmed and scheduled to be performed, MXNS may charge, and Customer agrees to pay a cancellation or postponement fee based on a percentage of the price of the canceled or postponed Service and the number of days passed from confirmation, plus any expenses already incurred by MXNS. Customer acknowledges that the actual damages likely to result from cancellation or postponement of scheduled Consultancy Services are difficult to estimate on the date hereof and would be difficult for MXNS to quantify insofar as cancellation or postponement may impact MXNS’ reputation or require MXNS to provide non-monetary concessions to its suppliers and contractors. Customer agrees, therefore, that amounts specified above constitute a reasonable measure of damages given the nature of the losses that may result, and any such payments are not intended to serve as punishment for any such action by Customer.

### 3. Contract Extras

3.1. If any changes or additions are made at the Customer’s request or that are necessary in MXNS’s opinion and have an effect on the volume of the work agreed within the framework of the Quotation changes, e.g. contract extras, any additional work that arises from that will be invoiced in accordance with MXNS’s rates that are current at the time the work is executed. Insofar a fixed price has been agreed under a Quotation, MXNS will first inform the Customer in writing about the financial consequences for the additional work intended and request its prior approval. Then, the change request will be covered through dedicated amendment to the quotation with the new agreed price and timing.

3.2 The Customer accepts that the arranged or expected time of completion of the Service Report(s) and the mutual responsibilities

of MXNS and the Customer may be affected due to additions or changes to the Quotation.

### 4. Pricing and Invoicing

4.1. If any fees are required under the Quotation to be paid prior to the commencement of the Consultancy Services, at completion of the Consultancy Services by MXNS, any such advance payment by Customer will be credited against the last invoice.

### 5. Miscellaneous

5.1. MXNS may utilize the services of employed and contracted consultants to deliver the Consultancy Services.

5.2. During the term of the Contract and for a period of one (1) year thereafter, Customer will not solicit, for the purposes of employment or retention as an independent contractor, any of MXNS’s employees or contractors involved in providing the Consultancy Services. The foregoing will not prohibit Customer from hiring any individual who applies for a position in response to a general advertisement for employment or hire.

5.3. During the course of performing the Consultancy Services, MXNS may take pictures of the Customer’s facilities.

## Appendix for Audit Services

This Appendix for Audit Services (the “**Audit Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services available at <https://www.merieuxnutrisciences.com/eu/wp-content/uploads/2023/07/General-Terms-and-Conditions-for-Services.pdf> (the “**General T&Cs**”) and apply to all contracts for the performance of food safety and quality audits by MXNS (the “**Audit Services**”). These Audit Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Audit Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

### 1. Cancellation or Postponement

If Customer wishes to postpone or cancel the Audit Services, Customer must notify MXNS in writing.

If MXNS receives Customer’s notice :

- within seven (7) business days of the confirmed Service date, Customer will be charged a postponement/ cancellation fee in an amount equal to 30% of the Service fee;
- within three (3) business days of the confirmed Service date, Customer will be charged a postponement/ cancellation fee in an amount equal to 70% of the Service fee
- within one (1) business day of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 100% of the Service fee.

In addition to the postponement/cancellation fee, MXNS will charge Customer any travel expenses already incurred.

### 2. Service Reports

2.1. Service Reports are the result of a statement by MXNS expressing MXNS’ opinion for the only items defined in the audit program agreed between the parties.

2.2. If Customer has designated in the Quotation a third party entitled to receive copies of MXNS’ Service Reports or Results (each, a “**Third Party**”), Customer agrees and understands that receipt of any report by Third Party is not contingent on the content of the report or any consideration by Customer of good or poor performance, and that such report shall be sent to Third Party at the same time it is sent to Customer.

### 3. Pricing and Invoicing.

3.1. If any fees are required under the Quotation to be paid prior to the commencement of the Audit Services, then at completion of the Audit Services by MXNS, any such advance payment by Customer will be credited against the last invoice.

3.2. Additional activities (e.g. follow-up to close out of major CARs, etc.) are billed at hourly rates set forth in the Quotation, with a required minimum charge of two (2) hours per additional activity.

3.3. Quoted fees include travel fares & accommodation, unless otherwise agreed by MXNS with the Customer.

### 4. Acknowledgments and Notifications

Customer acknowledges that MXNS utilizes the services of employed as well as contract auditors to deliver audit services.

### 5. Customer Consents

5.1. The Customer agrees, upon request, to authorize an approved representative from MXNS to attend audits as an observer.

5.2. During the term of the Contract and for a period of one (1) year thereafter, Customer will not solicit, for the purposes of employment or retention as an independent contractor, any of MXNS’s employees or contractors involved in providing the Audit Services. The foregoing will not prohibit Customer from hiring any individual who applies for a position in response to a general advertisement for employment or hire.

## Appendix for Digital Tools Services

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/eu/wp-content/uploads/2023/07/General-Terms-and-Conditions-for-Services.pdf> (the “**General T&Cs**”) and apply to all contracts for the provision of Digital Tools and performance of related services by MXNS. 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 MXNS. 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 Quotation.

“**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

MXNS provides to Customer, through this Contract, the Digital Tools specified in the applicable Quotation.

### 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, MXNS hereby grants to Customer during the period of time specified in the applicable Quotation (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 Quotation, 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 MXNS (collectively, “**Authorized Users**”). Customer shall manage access and maintain records pertaining to its Authorized Users in accordance with the MXNS 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 MXNS 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 MXNS 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 MXNS 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 MXNS'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, 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 MXNS 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 MXNS or its providers.

## **9. Suspension of service**

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

## **10. System maintenance and outages**

10.1. MXNS may suspend access to the Software System in the event that: (i) MXNS is obliged to comply with an order, instruction or directive of a governmental or other relevant state authority which affects MXNS'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 MXNS.

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. MXNS 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. MXNS will use good faith efforts to provide notice of any service interruption to Customer whenever commercially reasonable, and MXNS 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, MXNS 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**

MXNS 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 MXNS.

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 MXNS discovers or is notified of a breach or potential breach relating to Customer Content, MXNS shall promptly notify the Customer and investigate such breach or potential breach. MXNS shall inform the Customer of the results of any such investigation. MXNS 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 MXNS to the extent for which Customer has all permissions,

approvals and legal rights necessary to provide Customer Content for use by MXNS 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.

13.5 MXNS may remove or disable any Customer Content as to which MXNS 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 MXNS' 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 MXNS 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. MXNS 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. mxns 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 MXNS 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. MXNS 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 has the opportunity to update the Software Application.

#### 16. Personal data

16.1. MXNS will collect personal data from the Customer license holders such as names, email addresses, telephone numbers, IP addresses and how they use the Software System.

16.2. MXNS may also use cookies and store them locally on the Customer license holders' hardware.

16.3 Such personal data processes will be performed in order for MXNS to improve the user experience of the Software System and maintain the Software System security and protection.

## Appendix for Labeling Services

This Appendix for Labeling Services (the “**Labeling Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services available at

<https://www.merieuxnutrisciences.com/eu/wp-content/uploads/2023/07/General-Terms-and-Conditions-for-Services.pdf> (the “**General T&Cs**”) and apply to all contracts for the performance of food label and regulatory compliance services (“**Labeling Services**”) by MXNS. These Labeling Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Labeling Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

### 1. Timing

If MXNS requires information from Customer for the execution of the Labeling Services, the term for the execution does not begin before the Customer has supplied MXNS with the correct and complete information.

### 2. Cancellation or Postponement

If MXNS receives a written cancellation or postponement notification from Customer of a Service that is confirmed and scheduled to be performed, MXNS may charge, and Customer agrees to pay a cancellation or postponement fee based on a percentage of the price of the canceled or postponed Service and the number of days passed from confirmation, plus any expenses already incurred by MXNS. Customer acknowledges that the actual damages likely to result from cancellation or postponement of scheduled Consultancy Services are difficult to estimate on the date hereof and would be difficult for MXNS to quantify insofar as cancellation or postponement may impact MXNS’ reputation or require MXNS to provide non-monetary concessions to its suppliers and contractors. Customer agrees, therefore, that amounts specified above constitute a reasonable measure of damages given the nature of the losses that may result, and any such payments are not intended to serve as punishment for any such action by Customer.

### 3. Contract Extras

3.1. If any changes or additions are made at the Customer’s request or that are necessary in MXNS’s opinion and have an effect on the volume of the work agreed within the framework of the Quotation changes, e.g. contract extras, any additional work that arises from that will be invoiced in accordance with MXNS’s rates that are current at the time the work is executed. Insofar a fixed price has been agreed under a Quotation, MXNS shall inform the Customer in writing about the financial consequences for the additional work intended.

3.2. The Customer accepts that the arranged or expected time of completion of the Service Report(s) and the mutual responsibilities of MXNS and the Customer may be affected due to additions or changes to the Quotation.

### 4. Service Reports

4.1. If Customer has designated in the Quotation a third party entitled to receive copies of MXNS’ Service Reports (each, a (“**Third Party**”), Customer agrees and understands that receipt of any report by Third Party is not contingent on the content of the report or any consideration by Customer of good or poor performance, and that such report shall be sent to Third Party at the same time it is sent to Customer.

4.2. Customer acknowledges and agrees that any Service Reports and other outcomes of the Labeling Services provided to Customer shall be based on information supplied by the Customer, its vendors, and their respective representatives to MXNS, and any information and analysis regarding regulatory compliance shall be based on the laws and regulations in effect as of the date of the applicable Service Report.

4.3. MXNS is not responsible for erroneous reports due to inaccurate or incomplete information provided by the Customer.

4.4. Any amendments or changes in the interpretation of the current legislation or regulations or other relevant changes following the delivery of the Service Report are not included in the Contract and/or Labeling Service, and MXNS shall not be liable for such.

4.5. After the delivery of the Service Report, MXNS is not obliged to inform Customer of amendments to the laws or regulations that could make the Service Report previously delivered to Customer invalid, and MXNS is no longer obliged to monitor Customer’s labels for compliance.

4.6. The recommendations provided in the Service Report are expressed according to professional standards in order to ensure their clear evaluation, in accordance with the regulations and best practices in force at the date of issue of the Service Report.

4.7. MXNS shall not be liable for errors in the labels due to printing configuration by Customer further to the issuance of the Service Reports

4.8. The Service Reports or other outcomes of Services provided by MXNS may address regulatory compliance or other legal issues, but Customer acknowledges and agrees that such Service Reports and other outcomes of the Services are to be provided by MXNS for informational purposes only and nothing set forth therein is intended as, and Customer will not rely upon any such information as, legal advice or the legal opinions of MXNS.

4.9. It is solely the responsibility of Customer to ensure its compliance with all laws, rules and regulations of any kind applicable to its products, production methods and business operations, and accordingly, Customer is advised to consult a properly qualified, knowledgeable attorney or other legal expert who is fully aware of Customer’s particular circumstances before taking any action based on the Reports of Labeling Services provided under this Contract.

4.10. MXNS does not investigate and is not obliged to investigate (a) whether more than one language is spoken in a country, or (b) in which language the label should, by law, be composed, unless the Customer has specifically arranged with MXNS that those matters should be investigated.

**5. Intellectual Property**

Any copyright rights related to the content of the Service Reports that may have been created by MXNS specially for the Customer in the course of the Services, is assigned to Customer. Customer will then have the right to use, reproduce, adapt this content on any support, with any means, for whatever need especially for the accomplishment of any required formalities and procedures, for all the duration of the copyright, free of charge or not, all over the world.



## ServicesAppendix for Research

This Appendix for Research Services (the “**Research Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services available at

<https://www.merieuxnutrisciences.com/eu/wp-content/uploads/2023/07/General-Terms-and-Conditions-for-Services.pdf> (the “**General T&Cs**”) and apply to all contracts for the performance of research studies and related services (“**Research Services**”) by MXNS. These Research Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Research Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

### 1. Scope of Services

Given the nature of the Research Services of which the result cannot be predetermined or certain, MXNS is only under a best-efforts obligation to perform the Services and does not give any guarantee to the Customer with respect to the outcomes of the Research Services.

### 2. Change request

Should Customer request a change in the scope if the Services such that additional work is required or necessary from MXNS, pricing may be adjusted to reflect the additional time required to complete the Services

Additional work pricing will be covered through a dedicated amendment to the quotation with a new agreed price and timing and the additional work will be started when the Customer will have approved the amendment to the quotation..

### 3. Cancellation or Postponement

If Customer wishes to postpone or cancel the Research Services, Customer must notify MXNS in writing.

If MXNS receives Customer’s notice :

- within seven (7) business days to three (3) business days of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 30% of the Service fee;
- within three (3) business days to one (1) business days of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 70% of the Service fee
- within one (1) business day of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 100% of the Service fee.

### 4. Reporting

4.1. MXNS will prepare and issue one preliminary report after results are available from each pull time.

4.2. Upon completion of a Study, MXNS will prepare and issue a final report containing a statement of objective, methods used, study results, and a discussion of any significant findings.

### 5. Fees and Price Adjustments

Certain tests included in the Research Services may be identified in the Quotation as to be performed by subcontracted laboratories outside the MXNS network. The pricing for any such subcontracted tests is subject to change at any time with prior notification to the Customer or MXNS.

### 6. Sampling

6.1. The Customer shall be responsible for submitting its own samples as required for the Study, unless otherwise indicated in the Quotation.

6.2. MXNS shall not be liable in any way for issues arising as a result of defects inherent in the sample(s).

### 7. Shipping

7.1. The Customer shall ensure that all samples shipped or otherwise delivered to MXNS are (i) fully described on all shipping/delivery documents, (ii) properly packaged, and (iii) accurately marked and labeled.

7.2. The Customer shall ship best by codes and ingredient statements at least two (2) business days prior to the test date. If not listed on product packaging, storage temperature and cooking/heating instructions should be included as well.

7.3. The Customer shall be responsible for damages incurred by MXNS, its employees and its independent contractors that are the result of (i) the Customer withholding safety information about handling any material delivered to MXNS, or (ii) the nature and content of any materials delivered to MXNS.

7.4. MXNS shall not be responsible for any loss, damages or delays resulting from (i) untimely, incorrect, incomplete, or missing shipping or handling information, (ii) the nature or content of any shipment, including any defect, characteristic or inherent vice of the shipment, or (iii) damage to or loss of articles or alteration in any manner of the contents of a shipment (including, but not limited to spoilage, contamination or chemical changes affecting samples) as a result of improper packaging, shipping conditions or damage to packaging during shipment.

7.5. MXNS shall not be held liable for contaminated or damaged shipments to the Customer.

### 8. Post-Trial Sanitation and Environmental Monitoring

8.1. As a part of a Study as set forth in the Quotation, MXNS may perform an inoculation study at the Customer’s facility, which will require MXNS to bring certain surrogate organisms identified in the Quotation (the “**Surrogate Organisms**”) to the Customer’s facility.

8.2. The Customer expressly acknowledges that upon signing the Quotation the Customer expressly consents to MXNS’s using the identified Surrogate Organism in the Customer’s facility for the purpose of the Study.

8.3. It is the Customer's sole responsibility to ensure that its facility is thoroughly sanitized and that sanitation is confirmed by the Customer using environmental monitoring samples.

8.4. The Customer hereby releases, discharges, and holds MXNS harmless from any and all liability for any claims, losses, or damages resulting directly or indirectly from the introduction and use of any identified Surrogate Organism in the Customer's facility.

**9. Equipment**

9.1. MXNS shall not be held liable for contaminated or damaged equipment provided by the Customer.

9.2. Equipment that is not retrieved or returned within three (3) months from the issuance of the final report will be retained or disposed of by MXNS.

**10. Intellectual Property**

Notwithstanding anything to the contrary in the Quotation or the General T&Cs, MXNS shall retain all Intellectual Property rights to any new or modified methods or processes created and know-how obtained in the performance of the Research Services.



## Appendix for Sensory Services

This Appendix for Sensory and Consumer Services (the “**Sensory and Consumer Terms**”) are appended to the MXNS Terms and Conditions for Services available at

<https://www.merieuxnutrisciences.com/eu/wp-content/uploads/2023/07/General-Terms-and-Conditions-for-Services.pdf> (the “**General T&Cs**”) and apply to all contracts for performance of sensory and consumer services such as sensory study or consumer test and related services (“**Sensory and Consumer Services**”) by MXNS. These Sensory and Consumer Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Sensory and Consumer Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

### 1. Definitions

“**Panelist(s)**” means the employee(s) of MXNS participating in a study as part of the Sensory Services.

“**Participant(s)**” means collectively the Panelist(s) and the Volunteer(s) participating in studies or in a test part of the Sensory and Consumer Services.

“**Products**” means any product, device, substance or preparation used in the context of the Sensory and Consumer Services, property or of the Customer and/or provided or not by the Customer.

“**Volunteer(s)**” means the consumer(s), who are not employed by MXNS, participating in a study or a test as part of the Sensory and Consumer Services.

### 2. Place of performance of the Sensory and Consumer Services

2.1 The Sensory and Consumer Services shall be performed either on MXNS's premises or on premises defined by the Parties.

2.2 If the Sensory and Consumer Services are performed, in whole or in part, on the premises of the Customer, MXNS undertakes to ensure that any of the Participants required to work on said premises for the purposes of the Sensory and Consumer Services comply, on an ongoing basis, with the internal rules and regulations of the Customer, provided that such internal rules and regulations shall be disclosed in advance to MXNS by the Customer.

2.3 The Customer shall allow Participants such access to its installations as may be reasonably required to enable MXNS to perform the Sensory and Consumer Services in compliance with the Contract. The Customer is obligated to provide a secure place of work and safe working conditions for the Participants.

### 3. Sensory and Consumer Services' cancellation

In case of any delay in the delivery of the Products resulting in particular in the postponement of the “field” stage or any postponement or cancellation made at the request of the Customer, then the Customer will support all and any costs already incurred by MXNS.

In addition to the reimbursement of the costs incurred, MXNS reserves the right to also invoice the Service fees according to the following schedule:

- cancellation/postponement within seven (7) business days to three (3) business days of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 30% of the Service fee;
- cancellation/postponement within three (3) business days to one (1) business days of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 70% of the Service fee
- cancellation/postponement within one (1) business day of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 100% of the Service fee.

In any case, these postponement/cancellation charges cannot be lower than the costs incurred by MXNS.

### 4. Customer's Products

4.1 When the Products are the property of the Customer and/or are provided to MXNS by the Customer, Customer undertakes the following:

- i. Customer represents and warrants that the Products are safe and suitable for the performance of the Services. Consequently, Customer agrees to provide MXNS with a document guaranteeing that the Products tested are suitable either for consumption or for any use as defined for the performance of the Sensory and Consumer Services, without any danger. Customer shall inform MXNS, in writing, of any precaution to be taken when using the Products, and any recommendations or restrictions on use relating to the Products tested. In particular, Customer agrees to formally notify MXNS, in writing, of the contraindications (such as the presence of allergens) applying to the health of certain categories of people (if applicable).
- ii. Customer acknowledges that it is responsible for provision of the Products in sufficient quantities, and that any delay or no delivery of the Products could adversely impact the timing and completion of MXNS' part of the Sensory and Consumer Services. Customer agrees that the Products will be shipped to MXNS free of charge and properly packaged and labeled. Customer represents and warrants that all necessary approvals under applicable laws, regulations and/or guidelines and other applicable regulatory approvals shall be obtained prior to the shipment of any Products.
- iii. Customer further represents and warrants that it is the rightful owner of the Products, and has the power and authority to provide the Products to MXNS to perform the Sensory and Consumer Services.
- iv. Customer agrees to indemnify and hold harmless MXNS for any third party claims related to the Products, in particular in the event of direct or indirect damage caused by the presence, handling, ingestion or use of the Products supplied.

4.2 When the Sensory and Consumer Services include “Home used test”, Products distributed to Volunteers shall be kept by them

except in case of prior written opposite instructions given to MXNS by the Customer before the beginning of the Sensory and Consumer Services.

## **5 Specific limitation of MXNS' liability**

5.1. For the avoidance of doubt, MXNS will not be liable to the Customer for any damage caused by a Volunteer except insofar as such damage results from a breach of the Contract by MXNS.

## **6. Personal data**

6.1 The following types of personal data related to the Participants may be processed during the course of Sensory Studies:

- Identification data: name, surname, date and place of birth, gender, socio-professional category, personal or family situation, photos, videos
- Contact data: postal address, email address, phone number
- Sensitive data, depending on the study: eating habits & food intolerances, data related to the consumption of alcohol, tobacco, drugs, known allergies, health data, genetic data, racial or ethnic origin

6.2. MXNS is expressly authorized to transfer personal data related to the Participants to a subcontractor, whether or not located within the Area of Origin, that is involved in the processing and more broadly in the performance of the Services. Such transfer will only occur in accordance with the Privacy Legislation.



## Appendix for Training Services

This Appendix for Training Services (the “**Training Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services available at

<https://www.merieuxnutrisciences.com/eu/wp-content/uploads/2023/07/General-Terms-and-Conditions-for-Services.pdf> (the “**General T&Cs**”) and apply to all contracts for the performance of training services by MXNS (“**Training Services**”). These Training Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Training Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

### 1. Scope

1.1. The Training Services may include standard courses/programmes for which the Customer enrolls that are intended for groups and/or online learning processes and/or other meetings of any kind organized by MXNS for the purpose of disseminating knowledge (each, a “**Course/Programme**”).

1.2 The agreement between MXNS and the Customer for attending a Course/Programme is formed when the Customer sends the (electronic) enrolment or application form for that purpose or, if the Customer has applied by other means, when MXNS has confirmed the Customer’s application by telephone or electronically in writing.

1.3 MXNS is authorised at any time with prior notification to (a) change the content of any Course/Programme mid-term for reasons of improving the quality of the Course/Programme; (b) to change the schedule of the Course/Programme as regards the location and time; and (c) to decide the size of the group and to arrange the composition of the group as MXNS sees fit.

1.4 The teaching materials provided by MXNS in connection with any Training Services are only suitable for schooling or educating the Customer and/or students. Every other use by Customer is prohibited.

1.5 Upon completion of any Course/Programme, MXNS may, where appropriate, issue a diploma or other certificate to the Customer and/or the student; provided, however, that MXNS may, in its discretion, condition the issuance of such diploma or certificate upon the Customer’s and/or the student’s score, grade, or other outcome of any examination administered by MXNS in connection with such Course/Programme.

1.6 If the Training Services consist of providing E-Learning:

(i) MXNS will make available to the Customer a login code with which the Customer can access the electronic teaching material;

(ii) MXNS shall make the electronic teaching material available to the Customer for a period of 12 months after giving the Customer the login code, and, upon expiration of such 12-month period, the Customer’s right to read the electronic teaching material will lapse and MXNS shall no longer be obligated to make the teaching material available to the Customer and/or the student;

(iii) The Customer shall be responsible for ensuring that the Customer has appropriate equipment with which the electronic teaching material can be read, and MXNS shall not be obligated to

ensure that the equipment used by the Customer is suitable for reading the teaching material;

(iv) The electronic teaching material is supplied in either Polish or English depending on what has been agreed with the Customer. If the Customer wishes to have the teaching material supplied in a different language, MXNS is authorised to charge the Customer for all costs of translation and adaptation of the teaching material; and

### 2. Termination

2.1 The Customer has the right to terminate the Contract or any Training Services provided for in a Quotation at any time in writing, subject to specified cancellation periods and certain cancellation fees and administration costs which will be charged to the Customer as set forth in Section 5.

2.2 If a student designated by the Customer (instead of the Customer), cancels or changes the dates of a Course/Programme or other Training Service, that designated student is deemed to be authorised to represent the Customer.

2.3 MXNS has the right to (a) terminate the Contract or any Training Services provided for in a Quotation, (b) cancel any scheduled Course/Programme, (c) reject new applications for a current Course/Programme, or (d) refuse the attendance by a Customer or a (replacement) student designated by the Customer without stating the reasons. In any such case, Customer and enrolled students, as applicable, will receive notice, and the Customer has a right to a refund of the full sum paid to MXNS in connection with the affected Services. Such a cancellation does not signify a failure in the fulfillment of the Contract and does not create any obligation to pay compensation for damages. If and insofar as it is decided in a court of competent jurisdiction that MXNS has failed in the fulfillment of the Contract by canceling a Course/Programme or other Training Service, the damages arising from any such decision shall be limited to the refund of the sum paid by the Customer to MXNS for the canceled Course/Programme or other Training Service.

### 3. Effect of Cancellation/Postponement

3.1. If Customer wishes to postpone or cancel the Training Services, it must notify MXNS in writing:

- within seven (7) business days to three (3) business days of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 30% of the Service fee;
- within three (3) business days to one (1) business days of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 70% of the Service fee
- within one (1) business day of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 100% of the Service fee.

3.2. In addition to the postponement/cancellation fee, MXNS will charge Customer any travel expenses already incurred.

3.3 All cancellation or postponement fees and costs are due and payable from the time of the cancellation or change.

3.4 The Customer agrees, that amounts specified above constitute a reasonable measure of damages given the nature of the losses that may result, and any such payments are not intended to serve as punishment for any such action by the Customer.

#### **4. Timing**

4.1. Student lists must be received at least 7 business days prior to the course date to allow sufficient time for the printing and shipping of course materials.

4.2. The Customer or the student designated by the Customer may replace the enrolled student with a different student for attendance of a Course/Programme or coaching session, if MXNS is notified of the replacement in writing (including by email) within 48 hours before the Course/Programme or coaching session starts; provided, however, that the Customer shall be responsible for all costs and expenses incurred by MXNS in connection with such substitution.

#### **5. Fees and Price Adjustments**

5.1 At completion of the Training Services by MXNS, any advance payment by Customer will be credited against the last invoice.

5.2 All out of pocket travel expenses and subsistence costs will be invoiced back to the Customer, subject to such rates, conditions and guidelines as may be set forth in the Quotation.

5.3 The books, if any, on the reading list recommended to students for a Course/Programme are not included in the price of the Training Services, unless specifically set forth in the Quotation or otherwise arranged in writing.

5.4 Costs of actors, models, specific (theater) equipment, specific music choices, specific voice-overs or translations, etc., are not included in the price of any Training Services unless specifically set forth in the Quotation, and such costs will be invoiced separately.

5.5 MXNS is not obliged to incorporate any Customer corporate-identity features into the teaching materials provided in connection with the Training Services. If MXNS incorporates Customer corporate-identity features into the teaching material at the Customer's request, the work involved is not included in the price of the Training Services and will be invoiced separately.

