

## Appendix for Digital Tools

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

### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

“**Deliverables**” means all output of the Service, including quality and safety protocols, reports, graphs, diagrams and summaries compiled (by the Customer) by means of the Software Application, either using the Details and/or the Content or otherwise;

“**Response Time**” means the number of hours, during Belgian Office Hours, between the time the Customer reports and Error to MXNS Expert Partner België and the time MXNS Expert Partner België gets back to the Customer.

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

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

“**Riskplaza**” means an electronically accessible database that provides an overview of all types of hazards on ingredients and food contact materials. The database provides information about the hazards and which hazards should be taken into account.

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

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

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

### 2. Scope of Work

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

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

### 3. Grant

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

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

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### **4. Support**

4.1. MXNS Expert Partner België provides support through the agency of the Customer's project leader, as specified in the Quotation. The project leader will make every effort to offer help for the use of and the operation of the Software Application and for the use of the Service.

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

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

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

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

- i. the priority level MXNS Expert Partner België has accorded to the message;
- ii. the solution proposed by MXNS Expert Partner België ;
- iii. an indication of the Recovery Time for remedying the Error;
- iv. the reference by which the Request is known to MXNS Expert Partner België

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

### **5. Service and availability**

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

5.2. MXNS Expert Partner België shall make every effort to ensure that the Service is provided with due care and in

accordance with the arrangements and procedures laid down in the Contract. MXNS Expert Partner België supplies the Service on the grounds of a best-efforts obligation, unless and insofar it has been otherwise laid down in the Contract

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

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

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

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

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

5.8. MXNS Expert Partner België reserves the right to put the Service, Software Application, Module(s) and/or Content or one or more parts of them temporarily out of operation and/or

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limit its use if the Customer fails to fulfill the Customer's obligations to MXNS Expert Partner België or if MXNS Expert Partner België fears that the Customer will fail to fulfill those obligations.

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

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

### 6. Operating Time

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

- P* = the percentage of Operating Time  
*A* = the total number of minutes per year  
*O* = the total number of non-availability minutes per year  
*M* = the total number of non non-availability minutes per year

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

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

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

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

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

6.7. If the Customer is of the opinion that the Operating Time is less than the Operating Time, the Customer may submit a request for compensation for a proportionate part of the payment invoiced or to be invoiced for that month by reason of the Contract according to the chart below.

Operating Time	Compensation for a percentage of the fees owed by the Customer for that year.
<99.50%	5% compensation
<95.00%	10% compensation

6.8. The request for compensation intended in article 6.7 should be reported in writing to MXNS Expert Partner België within seven (7) working days following the end of the month in question or the Error, depending on which occurs first, stating all relevant information.

6.9. If the Customer receives compensation more than four (4) times in one calendar year as mentioned above, the Customer may cancel the Contract; the Customer will not be eligible for compensation for damages for that or for a refund of fees already paid.

6.10. MXNS Expert Partner België will include all compensation owed on the grounds of the articles above in MXNS Expert Partner België's invoices. The compensation calculated by MXNS Expert Partner België is binding. If the Customer is of the opinion that no, or too little, compensation has mistakenly been included in the invoice, the Customer should notify MXNS Expert Partner België; MXNS Expert Partner België will investigate the Customer's complaint and pay the difference of the compensation owed without delay if the complaint is justified.

### 7. Account and Users

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

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

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

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

### 8. Use of the Service

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

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

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

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

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

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

8.6. 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 Expert Partner België may indicate to Customer in writing from time to time.

### 9. Errors

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

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

Priority level	Consequences of the Error
1	The entire Software Application cannot be used by any User.
2	Part of the Software Application critical to company processes cannot be used or some Users cannot use all of the Software Application.
3	The Software Application can be used, but there is a problem with the usability of the parts that are not critical to the company processes.
4	The Software Application can be used, but there is a problem with the usability of the parts that are not critical to the company processes and secondary parts.

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

Priority level	Response Time	Recovery Time
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1	[2] Office Hours after the Customer's report	No more than [7] working days after the Customer's report
2	[1] working day after the Customer's report	No more than [7] working days after the Customer's report
3	[2] working days after the Customer's report	No more than [9] working weeks after the Customer's report

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

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

9.6. If a Recovery Time is exceeded by no more than eight (8) hours for a Priority Level 1 Error, the only remedy for the Customer is compensation of 5%, calculated by virtue of the Contract, of (a proportionate part) the payments charged or to be charged for that month and compensation of 5% for every instance a following period eight (8) hours, or a part of that period, is exceeded. The articles 6.8 to 6.10 (inclusive) apply by analogy to that compensation.

9.7. MXNS Expert Partner België is not obliged to remedy Errors of which MXNS Expert Partner België reasonably thinks they were caused by:

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

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

### 10. Updates and Upgrades

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

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

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

### 11. Back-ups

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

11.2. The Customer may request MXNS Expert Partner België to restore certain Details from the back-up within ten (10) after the removal of, or changes to, the Details. MXNS Expert Partner België will make every effort to restore the back-up within 5 working days. It is possible that the return of part of the Details from the back-up to the current data set is not possible if it leads to an inconsistent situation. MXNS Expert Partner België does not bear the responsibility or liability for Details not being available or being incomplete after returning them from a back-up.

11.3. MXNS Expert Partner België may charge a fee for the restoration of a back-up.

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

### 12. Request for change

12.1. The Customer may - by means of a Request or otherwise - submit a Request for Change to MXNS Expert Partner België . MXNS Expert Partner België is always entitled to accept or deny a Request for Change or otherwise for processing and to determine how it will be implemented in the Software Application, which MXNS Expert Partner België may decide at MXNS Expert Partner België ' discretion. MXNS Expert Partner

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België is not obliged to observe any delivery period for a Request for Change, unless otherwise agreed.

12.2. MXNS Expert Partner België is entitled to ask for a fee for executing a Request for Change, to which end a Quotation will be concluded between MXNS Expert Partner België and the Customer. Payment of (part of) the fee by the Customer to MXNS Expert Partner België for executing a Request for Change never gives the Customer the right to an exclusive (user) right or other (privileges or) rights to the changes in the Software Application based on the Request for Change, unless the Parties have explicitly agreed otherwise in writing.

### **13. Payment**

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

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

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

### **14. Guarantees and indemnification**

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

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

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

### **15. Limitations of Liability**

15.1. The Customer is responsible for complying with all technical and functional requirements for the Use of the Service.

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

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

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

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

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

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

15.7. In the event MXNS Expert Partner België discovers or is notified of a breach or potential breach relating to Customer Content, MXNS Expert Partner België shall promptly notify the Customer and investigate such breach or potential breach. MXNS Expert Partner België shall inform the Customer of the results of any such investigation. MXNS Expert Partner België has no

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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 User's misuse of the Software System or loss or theft of any User's password or username; or (ii) any deletion, destruction, damage or loss of Customer Content caused by or at the direction of Customer or an User.

### 16. Termination or Non-Renewal

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

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

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

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

### 17. Ownership and Intellectual Property.

17.1. Notwithstanding anything permitted on the grounds of imperative law, the Customer may not change, publish, multiply, reproduce, decompile or apply reverse engineering to, (parts of) the Software Application, the Module(s), the Deliverables and the Content. Furthermore, the Customer is not permitted to remove or bypass security measures or technical restrictions (of the use) of the Service, the Application and/or the Module(s).

17.2. If the Customer acts in breach of this article, the Customer shall owe MXNS Expert Partner België, per breach, without further warning or notice of default being required and without court intervention being required, an immediately payable fine of EUR 50,000.00 and a payable fine of EUR 2,000.00 for every day the breach continues, without prejudice to the exercise of other rights accorded to MXNS Expert Partner België, including, but not limited to, claiming compensation for damage and the powers listed in MXNS Expert Partner België General T&Cs.

### 18. Cookies

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

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

### 19. Miscellaneous

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

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