

Petersime

Terms and Conditions of Data Solutions

These Terms and Conditions (“TC”) of Data Solutions govern the use of the Eagle Trax™ application, a web-based and mobile application of PETERSIME NV and the use of all related Services. These TC apply to all users of the Application and the Services (including the Customer Administrator).

Before using the Application and the Services, the Customer needs to explicitly accept these TC. By accepting these TC and by using the Application and the Services, the Customer explicitly agrees that no other terms apply to the use of the Application and the use of the Services, except if agreed in writing between the Customer and PETERSIME NV. If the Customer does not accept these TC, please do not use the Application and the Services.

The Application is owned by PETERSIME NV (“Petersime”). Petersime is a Belgian company with registered offices at Centrumstraat 125, 9870 Zulte and registered at the Crossroads Bank for Enterprises under the number 0404.527.612. If you have any questions about these TC, please contact us at datasolutions@petersime.com.

Petersime may hereinafter be referred to as “We”, “Our” or “Us”.

We may refer to you as the “Customer”.

We may both be referred to as a “Party” and jointly as the “Parties”.

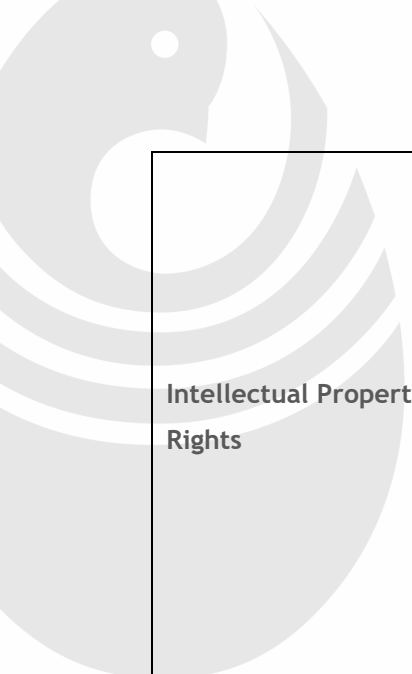
1. DEFINITIONS

In addition to the terms defined elsewhere in the Agreement, capitalised terms used in this Agreement have the meaning set out below:

Additional Services	has the meaning as provided in Annex 1.
Additional Modules	has the meaning as provided in Annex 1.
Authentication Credentials	means the personal login and password that enables the Customer (by means of the Customer Administrator) to log in to the Application.

Authorised Person	means the employees, self-employed or any other party which is granted access to the Application and the Services by the Customer Administrator.
Application	means the PETERSIME Eagle Trax™ application with its multifunctional digital platform as well as any materials relating thereto, amongst others the website and explanatory manuals and videos.
Basic Services	has the meaning as provided in Annex 1.
Confidential Information	means any and all information and data disclosed by either Party to the other in the context of these TC, whether such information or data is stored on electronic media, as well as including both written and oral information and data. Information disclosed between the Parties in the context of these TC shall constitute “Confidential Information” subject to these TC if, and without prejudice to article 16.2, (i) in the case of information disclosed in writing or other tangible form, the information when disclosed is clearly labelled as “confidential” or with a similar label, (ii) in the case of information disclosed orally, the disclosing Party notifies the receiving Party of the confidential nature of the information at the time of oral disclosure and (iii) in any case, for both information disclosed orally and/or in writing, when the Parties receiving such information should reasonably be aware of the confidential character of the information.
Client Reports	has the meaning as set out in article 10.1.
Client Zone	means the dedicated zone in the Application for the Customer.
Customer Administrator	means the natural person appointed by the Customer, which creates an account on the Application and acts as a single point of contact towards Petersime.
Content	means any content, (personal) information or data submitted in the Application by the Customer, including, without limitation, information on the Customer’s machines and installations, information in relation to the Customer’s products or the Customer product treatments, the Customer’s contact information, the amount of the different parameters used in the Customer’s Machines (amount of airflow,

	oxygen, humidity, etc.), information the Customer makes available on the Application.
Data Protection Legislation	means (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; (ii) the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and (iii) all other current or future applicable national laws relating to or impacting the processing of personal data and privacy.
Equipment	means any infrastructure, materials, software, server, assets, equipment or other property owned by Petersime or owned by a third party but controlled and operated by Petersime.
Force Majeure	means an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the Party affected, which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by such affected Party of its obligations hereunder. Subject to the foregoing, "Force Majeure" shall include, but is not limited to, explosion and fire (in either case to the extent not attributable to the gross negligence of the affected Party), flood, earthquake, storm or other natural calamity, strike or other labor dispute, war, insurrection or riot, actions or failures to act by governmental entities or officials, failure to obtain governmental permits or approvals (despite timely application therefore and due diligence), deficient energy or telecom network supply, cyber incidents and attacks and changes in laws, rules, regulations, orders or ordinances, which events were not pending on the date of these TC.
General Reports	has the meaning as set out in article 10.1.



Intellectual Property Rights	means any intellectual property right, including copyrights, trademarks, trade names, rights in logos, inventions, trade secrets and Know-How, registered designs, unregistered design rights, database rights, patents, rights in domain names, semi-conductor topographies, all rights of whatsoever nature in computer software and data, all intangible rights and privileges of nature similar or allied to any of the foregoing, in every case in any part of the world and whether or not registered; and including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world.
Know-How	means the accumulation of skills, processes and experience previously developed relating to the Application or the Services, including, but not limited to, any and all technical information, formulas, specifications, trade secrets, test results, studies, analyses, manufacturing data, formulation or production technology and any other information necessary or useful in the manufacturing, sale and use of the Application, whether patented or not.
Machine	means an incubator of any type manufactured by Petersime.
Personal Data	means any information relating to an identified or identifiable natural person.
Reports	means the Client Reports and the General Reports.
Services	means all the functionalities and the Services available via the Application as provided in Annex 1.
Territory	means the entire world.
Update(s)	means any version update, release or functionality enhancements in relation to the Application or any substantially similar software. For the avoidance of doubt, Updates do not qualify as Services.
Urgent Maintenance	means maintenance for any unforeseeable and unexpected system failure which has as result that the Application or the Services become completely unavailable or that significant functions of the Application or the Services become unavailable.

2. GENERAL

- 2.1. Before entering into these TC, the Customer has purchased a Machine. The object of these TC relates to the Application and the related Services which have been developed by Petersime as an optional functionality for the Machine. The Customer now wishes to purchase the Application and the related Services from Petersime. These TC govern the terms for the use of the Application and the related Services.
- 2.2. The Application is available via the following web page www.portal.petersime.com.

3. THE CUSTOMER'S ACCOUNT

- 3.1. In order to be able to enter the Application and the Client Zone and to use the Services, a Customer Administrator needs to be appointed. Next, the Customer Administrator needs to create the accounts for the Customers. Specific terms and conditions and privacy policy of a third party may apply. During the registration of the account, the Customer will obtain its Authentication Credentials.

The Customer is at all times responsible for the security and confidentiality of its Authentication Credentials, the proper and accurate management of its access rights to its account and is liable for any problems resulting thereof.

- 3.2. The Customer shall immediately notify the Customer Administrator of any loss or theft of its Authentication Credentials or any unauthorised use of its account or unauthorised access to its Authentication Credentials and inform Petersime via e-mail to datasolutions@petersime.com. In such case, the Customer Administrator has to inform Petersime within twenty-four (24) hours. Petersime is entitled, but not obliged, to block the Customer's Authentication Credentials or to take other measures Petersime deems appropriate. The Customer may not: (i) use the account or username of any other user; (ii) allow someone else to use its account or username; nor (iii) sell, lend, transfer, or otherwise share its account, temporarily or permanently, with someone else. The Customer is responsible for preventing such unauthorized use.
- 3.3. Certain sections of the Application require the Customer to register. If registration is requested, the Customer agrees to provide accurate and complete registration information. It is the Customer's responsibility to inform Petersime of any changes to that information.

4. SERVICES

- 4.1. The Application allows the Customer to use the Services in line with the provisions of these TC. The Services are offered to the Customer as an optional fee-based service separate from the installation and maintenance of Our Machines. The Services will be available in different phases. As from the launch of the Application, the Basic Services will be available for the Customer. Additional Modules and Additional Services are available and are both subject to additional fees, which will be determined by Petersime at its sole discretion. More Additional Services may be developed in the future and added



to the Application upon Petersime's sole discretion during the use of the Application and the terms of these TC.

4.2. Petersime shall use its best and reasonable efforts to make the Application and the Services available to the Customer. This should be interpreted as an obligation of means ("*middelenverbintenis*" / "*obligation de moyens*") and not as an obligation of result ("*resultaatsverbintenis*" / "*obligation de résultats*"). Petersime shall be responsible for the technical aspects of the Application and the Services.

4.3. Parties explicitly confirm that Petersime shall not be liable for unavailability of the Application or the Services due to:

Force Majeure;

Circumstances attributable to the Customer;

Circumstances attributable to third parties, including third parties instructed by Petersime;

When the Application is being maintained and/or updated.

4.4. Petersime will notify the Customer at least 24 hours before the execution of planned maintenance of the Application when the expected downtime is more than one (1) hour. In case of an Urgent Maintenance, no notification is guaranteed.

4.5. Without prejudice to any limitation of liability provided elsewhere in these TC, Petersime expressly states that the Services are provided "as is" and as further limited in this article.

4.6. The measures, processes and procedures used to perform the Services may be updated from time to time at Petersime's discretion.

5. THE APPLICATION AND RELATED INTELLECTUAL PROPERTY RIGHTS

5.1. We hereby grant the Customer a limited, non-exclusive, non-transferable, and non-assignable license on the Application and the Intellectual Property Rights vested in the Application (including all data and materials provided by Petersime in the Application) in accordance with the provisions of these TC. This license allows the Customer to access, use and consult the Application, the Services and the results thereof solely for the Customer's own professional account.

5.2. The Application, the Services and the results thereof (including all data and materials provided by Petersime in the Application) are protected by Intellectual Property Rights. The Parties explicitly confirm that all Intellectual Property Rights in the Application, the Services and the results thereof, remain Petersime's ownership, except if otherwise provided. Since the License as provided in article 5.1 is of a non-exclusive nature, the Customer acknowledges and agrees that these TC do not impose any restrictions on the activities of Petersime (including the use for any purpose) relating to the Application and the Intellectual Property Rights vested in the Application, the Services and the results



thereof (including all data and materials provided by Petersime in the Application), except as provided in these TC.

- 5.3. The Customer is obliged to immediately, and in any case within twenty-four (24) hours inform Us of any infringement of Intellectual Property Rights, vested in the Application, Services or results thereof by third parties as soon as possible after becoming aware of such infringement or after the Customer should reasonably be aware of such infringement.
- 5.4. The Customer shall not take any of the following actions with respect to the Services, the results thereof and (the Intellectual Property Rights vested in) the Application (including all data and materials provided by Petersime in the Application): (i) reverse engineer, copy (except for loading, displaying or saving the Application on the Customer's device), modify, create any derivative work of, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework of the Services; (ii) cause or permit any use, display, loan, publication, transfer of possession or other dissemination, in whole or in part, to or by any third party without Petersime's prior written consent; (iii) cause or permit any change to be made to the Services or Application without Petersime's prior written consent; (iv) bypass or breach any security device or protection used for or contained in the Services or the Application; (v) rent, loan, sell, resell, sublicense or use the Services for service bureau or time-sharing purposes; (vi) copy, frame or mirror any part of the Services; (vii) use the Services for purposes of benchmarking, conducting competitive analysis of the Services or otherwise publicly disseminating any information regarding the performance of the Services; (viii) develop any competing products or services; or (ix) engage in any fraudulent, unlawful or illegal activity, impersonate any individual or entity, violate any laws or violate the rights of any third party.

6. EQUIPMENT

- 6.1. The Application shall be hosted on the servers of a reliable third-party service provider, as chosen by Petersime at its own discretion. In order to allow Petersime to provide the Services to the Customer, Petersime shall upon purchase of the Application by the Customer, install the Equipment at the Customer's premises in order to capture the Content via the software of the Machine and transfer this Content to the cloud.
- 6.2. The Customer acknowledges that the Equipment shall at any time remain the exclusive and sole ownership of Petersime (or a third party identified by Petersime as the owner of the Equipment) during the term of these TC. Nothing in these TC shall be construed to grant the Customer any right or license in the Equipment other than as expressly specified herein.
- 6.3. The Customer acknowledges that Petersime shall have access to its premises to install, maintain, resolve any problem in relation to the Equipment or substitute, replace the Equipment as We reasonably require necessary to perform the Services in accordance with these TC.
- 6.4. The Customer will use the Equipment for the sole purpose of receiving and/or using the Services. The Customer shall use all Equipment with all due care and attention, skill and diligence and in accordance with these TC. The Customer shall refrain from making any

technical changes to the Equipment, unless with the prior written consent of Petersime or unless stipulated otherwise in this Agreement. The Customer shall ensure at all times, if required, that the Customer's premises either have the necessary power supply or can accommodate any utility infrastructure which Petersime has to install to facilitate supply of electricity to the Equipment. In addition, the Customer shall ensure that if the Customer's premises are occupied by another person, that such occupier complies with these TC.

7. UPDATES

- 7.1. Petersime may from time to time implement Updates. Petersime is allowed to implement these Updates without prior notification and without the Customer's permission. These Updates enable the Customer to use the most adequate version of the Application. Petersime is entirely free to decide whether or not to implement Updates.
- 7.2. Updates shall be implemented free of any additional remuneration, except if such Updates lead to new paying services.
- 7.3. Once an Update has been implemented, it shall be deemed part of the Application and of the Intellectual Property Rights vested in the Application, and shall be subject to the provisions of these TC.

8. USER REQUIREMENTS

- 8.1. The Customer must meet the minimum technical requirements as communicated from time to time by Petersime and the generally accepted industrial connectivity standards. The Customer has the right to add Content to the Application in a format provided by Petersime.

9. LICENSE ON CONTENT

- 9.1. The Parties explicitly confirm that all Content and all Intellectual Property Rights relating to that Content remain the Customer's ownership. Nothing in these TC shall be construed to grant Petersime any right or license in any of the Customer's Intellectual Property Rights other than as expressly specified herein. All rights not specifically granted to Petersime are hereby expressly reserved by the Customer.
- 9.2. The Customer hereby grants Petersime a revocable (without prejudice to the following sentence in this article), transferable, assignable, sub-licensable, non-exclusive, royalty-free license to use the Content and all Intellectual Property Rights vested in or related to the Content in the Territory in order to provide the Services in accordance with the provisions of these TC ("License"). This License shall be non-revocable and perpetual for the sole purpose of benchmarking the Content with the content of other users of the Application and use the result of this benchmark in Reports, provided that such Content is aggregated and de-identified as provided in article 10.2.
- 9.3. The License on the Content includes the right for Petersime to in whole or in part, use, modify, reproduce, optimise, adapt, translate, communicate to third parties, transfer,



transmit, bundle and mix the Content with its own data or data from third parties, to analyse, process in the Report and to retrieve substantial parts of the database within the meaning of article I. 17 Economic Code Law (ECL) or re-use within the meaning of article I. 17 ECL and to authorise others to engage in such activities. Petersime is not limited to any form of carriers or means of transmission. Future and already developed Intellectual Property Rights relating to the Content will be licensed in accordance with the provisions of these TC for the entire term of protection of the applicable rights.

- 9.4. Petersime may sub-license the right to use the Content to third parties in accordance with the terms of these TC in the context of the Services.
- 9.5. The Customer agrees that it shall have no recourse against Petersime for any alleged or actual infringement or misappropriation of any proprietary or other right in the Content provided to Petersime in the Application.

10. REPORTS

- 10.1. The Content may be used in an aggregated and de-identified way to compile Client Reports and General Reports. Petersime declares that the Reports shall not contain any of the Content in such a way that it is possible for third parties to link such Content to the Customer or identify the Customer by means of the Content, nor that such Reports shall contain any of the Customer's Confidential Information.
- 10.2. The Reports shall be drawn up and provided solely for the Customer. Petersime shall treat all Client Reports as Confidential Information.
- 10.3. Petersime is the sole and exclusive owner of any Intellectual Property Right vested in the Reports. Upon your receipt of the Report, we grant the Customer a non-exclusive, revocable, non-transferable, non-sublicensable and non-assignable right to use the Reports for internal and professional purposes solely.
- 10.4. Petersime emphasises that the Reports are delivered "as is" without any warranty regarding the accuracy, adequacy, reliability or completeness of any material, conclusion or information included in the Reports or any other information provided to the Customer on the Application. The Reports are not intended to and do not constitute business advice and no consultant-client relationship is formed. We shall in no event be liable for any loss or damage suffered by the Customer or any third party arising from the use of the Reports or of any material, conclusion or information made available on the Application. The use of the Reports, the Application and the Services is at the Customer's own risk.

11. FEE

- 11.1. The Customer may enjoy this Application and the requested Services by creating an account and paying a yearly fee as agreed per Machine. The Customer is free to decide



whether the Application and the Services will apply to all the Machines or only a part of the Machines.

- 11.2. As provided in article 4.1, Petersime may provide a tailored fee quote for any Additional Module or Additional Service requested by the Customer.
- 11.3. All prices and fees will be in EUR and shall be exclusive of VAT and any other applicable taxes and duties payable by the Customer under the relevant law, at the rate and in the manner from time to time prescribed by such law and provided these are properly set out in a valid tax invoice. Unless otherwise agreed between the Parties, the Customer shall be responsible for all other taxes which are incurred as a result of the Agreement.
- 11.4. The Customer shall make all payments becoming due under these TC on or before the due date as indicated on the invoice. Duly submitted invoices will be due and payable within sixty (60) days of the date of receipt of the relevant invoice.
- 11.5. Petersime is entitled to charge the Customer an interest on undisputed overdue amounts at the yearly rate of eight percent (8%) as from the date of the registered default letter until payment, provided that We shall first give the Customer fourteen (14) days' prior written notice (not to be served prior to the expiry of the relevant period allowed for payment under this Agreement) of its intention to charge interest and such sum remains outstanding at the end of such fourteen (14) day period.
- 11.6. Petersime may, on the basis of a legitimate reason and based on objective criteria/facts, change any fee as provided in this Article during the term of these ETC without further notice to the Customer.

12. REPRESENTATIONS AND WARRANTIES

The Customer's Representations and Warranties

- 12.1. The Customer declares that he is the owner of all rights of the Content subject to the License provided in article 9.2 and that he is entitled to agree to all provisions of these TC. The Customer declares that Petersime is entitled to use the Content in the fullest extent, in accordance with the TC without such right being limited by the Intellectual Property Rights or other rights of third parties.
- 12.2. Petersime shall in no event be liable for any loss or damage suffered by the Customer or any third party arising from the use of the Content.
- 12.3. The Customer Administrator guarantees that he shall take all possible measures to ensure that the Authorised Persons comply with the obligations as provided in these TC. The Customer Administrator shall be liable for any actions or negligence of an Authorised Person in contradiction with these TC.
- 12.4. Customer shall (i) keep the Services and the Content free and clear of all claims, liens and encumbrances; (ii) have sole responsibility for the accuracy, quality, legality or appropriateness of any Content that it transmits, creates, collects, stores, processes or



otherwise makes available to Petersime (including that such Content shall not be defamatory, libellous, pornographic or obscene, contain any virus or malicious code, or violate the rights of any third party); and (iii) be responsible for obtaining and maintaining any equipment, devices, software, hardware or other ancillary services necessary to connect to, access or otherwise use the Services.

- 12.5. Parties acknowledge that the License is valid for the whole term of these TC in accordance with article 17 or, if shorter, the duration of the Intellectual Property Rights to which the License relates. If the duration of a specific Intellectual Property Right relating to the Content ends before the term, the License relating to the Content and the still existing and valid Intellectual Property Rights will continue.

Representations and Warranties by Petersime

- 12.6. Petersime declares that it will handle the Content in a professional and diligent manner and will take all reasonable precautions (including, but not limited to, all precautions taken in respect of its own data to prevent destruction, loss, unlawful processing, modification or other abuse). Petersime guarantees that it will use its best efforts (*“obligation of means” / “middelenverbintenis” / “obligation de moyens”*) to ensure that the Content is available on the Application in a structured and easily readable way.
- 12.7. To Petersime’s best knowledge, the Application is free from any hostile or intrusive software, including computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware, and other malicious programs. However, the Customer explicitly acknowledges that the use of the Application cannot be guaranteed to be secure or error free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or contain viruses.
- 12.8. Without prejudice to any limitation of liability provided elsewhere in these TC, Petersime does not make any express or implied representations or warranties in relation to its performance under this Agreement including any (implied) warranty of accuracy, completeness, merchantability, satisfactory quality, legality of any content (provided by any other party than Petersime), fitness for a particular purpose or non-infringement of any third party’s Intellectual Property Rights nor represents or warrants that (i) the Services or Equipment will operate error-free, (ii) customer’s use of the Equipment or Services will be uninterrupted or all defects will be identified, reproducible or resolved. Such warranties shall not be enlarged, diminished or otherwise affected by the rendering of any advice or Service by Petersime in connection with the Equipment or Services or by any implied warranty arising out of any course of dealing, by statute, or by performance, custom or usage of trade, except to the extent where such is prohibited by applicable law. All third-party components, third-party content, third-party equipment and any information contained or obtained by you via any third-party website or other third-party information that you may access through the services are provided "as is" without any warranty or indemnity from Petersime and any representation or warranty of or concerning the same is strictly between Customer and the owner, licensor or distributor of such third-party components, third-party content, third-party equipment, third-party



website or other third-party information, except to the extent where such is prohibited by applicable law.

13. LIABILITY

- 13.1. Except to the extent required by law, Parties expressly agree that Petersime shall not be liable for any direct, indirect or consequential damages, including but not limited to, damages for loss of business profits, business interruption, loss of business information, goodwill, use, data or other intangible losses resulting from the use of or the inability to use the Application, the Services (including any data, Content, Reports provided to the Customer through the Application) or any linked content, however caused (including by negligence), even if Petersime has been advised about the possibility of such damages.
- 13.2. Petersime shall not be liable for any damage caused by the Customer's (incorrect) use of the Application or the Services, which fails to comply with these TC and any other document of Petersime in relation to the Application and/or the Services. Any information, material, content and documents generated or made available by, from or through the Services is provided to the Customer on a best efforts basis ("*obligation of means*" / "*middelenverbintenis*" / "*obligation de moyens*") and Petersime shall in no way be responsible or liable for any decision based on the information available in the Application. Such decision is made on the Customer's own account and discretion and will not lead to liability for Petersime.
- 13.3. The Customer acknowledges and agrees that he downloads or otherwise obtains information and related software from Us through Our Services at its own risk and that he will be solely responsible for the use thereof and any damages to its mobile device or computer system, loss of data or any harm of any kind that may result.
- 13.4. To the extent permitted by law, Our total liability under these TC for any claim related to or arising out of these terms or the use of the Product, Application or Services, is limited to the amount paid by the Customer for the Application with regard to one Machine in the twelve (12) months before the claim has been made.
- 13.5. The Customer agrees to indemnify, defend and hold harmless Petersime, its officers, directors, employees, agents, licensors, suppliers or any third party from and against all claims, losses, expenses, punitive or consequential damages and costs, including reasonable attorneys' fees, resulting from any violation of these TC by the Customer or arising from or related to any Content it has uploaded or submitted.

14. DATA PROTECTION

- 14.1. Petersime may process Personal Data about the Customer that is collected via the Application or means or tools made available via the Application (e.g. cookies). Petersime acts as data controller, as defined in the Data Protection Legislation, as far as the Customer's Personal Data (e.g. when subscribing to the Application) is concerned.
- 14.2. Petersime shall process the Customer's Personal Data in accordance with Our Privacy Policy and Cookie Policy, which is available on the Application. The Privacy Policy may



be consulted by clicking on this link:

https://www.petersime.com/downloads/Privacy_Policy_of_Data_solutions.pdf

15. COSTS

15.1. Except as otherwise provided in these TC, each of the Parties shall bear its own costs incurred in connection with these TC.

16. CONFIDENTIAL INFORMATION

16.1. Unless prior written consent by the other Party, each Party agrees and undertakes for the duration of these TC as well as at any time thereafter to keep any Confidential Information and Know-How concerning the other Party or its activities and services which a Party has obtained in the framework of these TC strictly confidential and not to divulge or disclose any part thereof to any third party, except to its Authorised Person and in this case only to the extent necessary for the proper performance of their duties such as the provision of the Services or any other activity provided for in the present TC or other texts agreed between the Parties. Each Party shall take all reasonable measures to ensure that its Authorised Person is bound and complies with the obligations as set out in this article.

16.2. The Parties' obligations under this article shall not include, and the restrictions under these TC shall not apply to:

- Any information known by the receiving Party prior to its disclosure by the other Party; or
- Any information which is in the public domain or hereinafter falls into the public domain through no fault of the receiving Party; or
- Any information disclosed to the receiving Party by a third party having the right to do so.

16.3. The present article shall continue in full force and effect notwithstanding any termination or expiration of these TC.

17. TERM AND TERMINATION

17.1. The TC shall be effective as soon as the Customer creates an account on the Application and subscribe to the Application and continue for the initial term of one (1) year. The one-year term will automatically and without any limitation in the number of renewals, be renewed if the Customer does not give any prior written notice at least two (2) months before termination of each one-year term. Petersime has the right to terminate these TC



and the Services by giving a prior notice at least 1 (one) month before the termination of each one-year term.

- 17.2.** Petersime may suspend or terminate any Service at any time if the Customer is in material breach of these TC or any other material breach of its obligations towards Petersime, even if not subject of the present TC, and fails to remedy such breach within ten (10) days after receipt of written notice (including e-mail).
- 17.3.** The Customer may terminate a Basic Service at any time by providing Us with a written notice and taking into account a notice period of one (1) month. The termination of a Basic Service shall not give the Customer the right to claim any financial compensation. All fees due until the termination enters into force, remain due.
- 17.4.** The Customer may terminate an Additional Module or Additional Service at any time by providing Us with a written notice and taking into account a notice period of one (1) month. The termination of an Additional Module or Additional Service shall not give the Customer the right to claim any refund of payments made for any Additional Module or Additional Service which has not yet been completed at the date of termination. All fees due until the termination enters into force, remain due.
- 17.5.** The termination of these TC automatically entails that all Services are terminated, taking into account that the Customer shall not be entitled to claim any refund of payments made for any Additional Module or Additional Service which has not yet been completed at the date of termination. All fees due until the termination enters into force, remain due. The termination of these TC and the Services shall not have any impact on the operation of the Machine or the maintenance of the Machine.
- 17.6.** After termination of these TC, Petersime will have the right to use without any limitation the Reports and any other information provided by a third party in the context of the Application and the Services, which are created during the term of these TC.

18. MISCELLANEOUS

Amendments of TC

- 18.1.** Petersime is entitled to amend these TC at its own discretion. We shall notify the Customer about these amendments via e-mail or notifications in the Application. These amended TC shall automatically enter into force after thirty (30) days following the publication or notification of the amended TC. In case an amendment applies to essential components of these TC, without prejudice to article 17.4, the Customer is entitled to terminate these TC taking into account a prior notice period of fifteen (15) days. The amended TC shall not apply to the Customer during this notice period. The Customer is

obliged to give notice within fifteen (15) days after the publication or notification of the amended TC.

Waiver

- 18.2.** Any failure or delay by Petersime in exercising any right under these TC, the exercise or partial exercise of any right under these TC, or any reaction or absence of reaction by Petersime in the event of breach by the Customer of one or more provisions of these TC, shall not operate or be construed as a waiver (either express or implied, in whole or in part) of its rights under these TC or under the said provision(s) or preclude the further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver by Petersime following a specific failure by the Customer, this waiver cannot be invoked by the Customer in favour of either a new failure, similar to the prior one, or a failure of another nature.

Severability

- 18.3.** Whenever possible, the provisions of these TC shall be interpreted so as to be valid and enforceable under the applicable law. However, if one or more provisions of these TC are found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of these TC shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. In such case, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

Governing law and jurisdiction

- 18.4.** All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of these TC shall be governed by and construed in accordance with Belgian law, and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international) that would cause the laws of any jurisdiction other than Belgium to be applicable.
- 18.5.** Any dispute concerning the validity, interpretation, enforcement, performance or termination of these TC shall be submitted to the exclusive jurisdiction of the Dutch-speaking courts in Brussels.



Annex 1: Services

The Application will include the following functionalities (“**Basic Services**”):

- Overview of the hatchery;
- Integrated incubator control; and
- Incubator cycle analysis.

Additional Modules are not included in the Basic Services and are subject to additional subscription fees as provided in Article 4.1 (“**Additional Modules**”):

1. Trax-module;
 - Farm management;
 - Flock management;
 - Egg storage management;
 - Set plan management;
 - Incubation cycle analysis;
 - Set plan controller assistance; and
 - Incubation program assistance.
2. Maintenance-module:
 - Maintenance planning;
 - Maintenance history;
 - Digital maintenance checklist; and
 - Part Monitoring.

New functionalities (“**Additional Services**”) may be developed and added to the Application upon Petersime’s sole discretion during your use of the Application.