

SGS FoodNexus Web Platform Terms of Use

Version: 2026-09-25

The following terms ("**Terms of Use**") govern the access to and use of SGS FoodNexus Web Platform, which SGS Société Générale de Surveillance SA, Zugerstrasse 57, 6340 Baar, Switzerland or one of its group companies or affiliates ("**SGS**") may make available for use to you as User.

Hereafter "**User(s)**" refers either to the Customer, its Authorized Users, Vendor Users, and any other parties granted access to the Web Platform by the Customer or SGS in accordance with these Terms of Use.

1. DESCRIPTION OF SGS FOODNEXUS WEB PLATFORM AND SERVICES

The Web Platform's Data as a Service is a cloud-based digital intelligence platform providing food safety, supplier risk, regulatory compliance, hazard monitoring, incident monitoring, forecasting and analytics capabilities based on information collected from publicly available, proprietary and licensed data sources ("**Services**"). Depending on the subscribed Services, the Web Platform may also provide food safety intelligence, supplier and ingredient risk intelligence, food fraud monitoring, recalls, border rejections, horizon scanning, predictive analytics, customer-specific dashboards, reporting tools, API-based services and other risk intelligence functionalities. The functionality available to the User shall be determined by the applicable Order Form and Service Description. The Services include information obtained through public searches of scientific literature, regulatory records, media reports, and other sources.

The Web Platform and Services are made available and can be accessed via www.digicomply.com or www.foodakai.com. Access is subject to the generation of a user account ("**User Account**") and the submission of the required information.

The description of the Web Platform and Services (as amended by SGS from time to time) is made available in more detail on the Web Platform ("**Service Description**").

2. ACCESS AND USE OF THE WEB PLATFORM AND SERVICES

By completing the registration process, browsing the Web Platform, using the Services, You represent that (1) You have read, understood and agreed to be bound by these Terms and in particular with the following disclaimer "**If You as User do not agree to be bound by these Terms, You may not access or use the Web Platform or the Services**", (2) You are of legal age to form a binding contract with SGS and (3) You have the authority to enter into these terms personally or on behalf of the legal entity You have named as User, and to bind that legal entity to these Terms. The term "You" refers to the individual or legal entity, as applicable, identified as User during registration on the Web Platform.

The Services are provided to User on basis of the following Terms ("**Agreement**"):

User acknowledges that it is entering into an Agreement with SGS and using the Web Platform and the Services of its own choice according to the Terms. No Agreement between User and SGS will exist for the Services until SGS accepts User's submitted order form (the "**Order Form**") by a confirmatory e-mail, or other appropriate means of communication. The Services, subscription term, fees and payment terms are defined in the Order Form, which is governed by these Terms.

The use of, and participation in certain Services may be subject to additional terms ("**Supplemental Terms**") and such Supplemental Terms will be presented to User for its acceptance when User signs up for supplemental Services. If these Terms are inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to such Service.

SGS hereby grants User a non-transferable, non-exclusive, non-sublicensable license to access and use the Web Platform and the Services as set forth herein and solely to conduct business on User's own behalf. The license granted herein extends to all updates to the Web Platform and any part thereof, as such updates are published by the Web Platform in printed, electronic or other forms or otherwise made available to User. The license granted herein is personal to User and User may use the Web Platform and the Services solely for its internal operations. User may not copy, modify, alter, revise, paraphrase, omit, change, display, store, timeshare, rent, lease, sublicense, publish, distribute, transmit, transfer, assign, sell, incorporate in other products or services or the products or services of any other entity, or commercially exploit in any manner whatsoever, the Web Platform or Services or any portion thereof. All rights not expressly granted by SGS under the Agreement are reserved by SGS and may be used by SGS for any purpose.

The Web Platform and the Services are not intended as and do not constitute legal advice. The accuracy, completeness, adequacy or currency of the information obtained through the Web Platform or the Services is not warranted or guaranteed. The Web Platform is an informational and decision-support tool. SGS does not warrant that any alert, forecast, hazard assessment, supplier ranking, risk score, recommendation or regulatory information is complete, accurate, current or suitable for a particular purpose. User accepts

all risks associated with use of the Web Platform and the Services. The identification of potential changes in laws and regulations is a decision made by SGS in its best judgment. Further investigation by appropriately trained personnel may be required to determine or identify whether, in User's professional judgment, a potential risk or change actually exists.

3. SECURITY AND DATA PRIVACY

All User's personnel within User's legal entity who use the Web Platform shall authenticate themselves to connect to the Web Platform through the personal Login Information (each a "**Authorized User(s)**"). Each Authorized User's Login Information are for a designated individual and cannot be shared. It is each Authorized User's responsibility to take all necessary steps to control or to prohibit unauthorized access and use. Any connection to the Web Platform made via these means of identification and security shall be deemed to have been made by User itself. SGS may not be held responsible in the event of wrongful or fraudulent use of these methods. Where available as part of the subscribed Services, account administrators may access usage analytics relating to Authorized Users for the purposes of user administration, service adoption, account management and service optimisation.

User is responsible for all the Content present on the workspace allocated to it on the Web Platform and of all Data which it transmits. User shall comply with all applicable laws during performance of its obligations, and other activities, pursuant to the Agreement, and shall require that its employees and agents comply with all applicable laws.

User warrants that its use of the Services, and in particular the Web Platform, including the use of Data, will not give rise to any third-party claims, including claims relating to infringement, obscenity, libel, slander, defamation or violations of rights privacy, publicity or other third-party rights.

If in the performance of the Services SGS collects or process personal data as result or in connection with the performance of the Services, SGS will comply with any applicable legislation related to the personal data protection.

4. HOSTING, AVAILABILITY, MAINTENANCE AND SUPPORT

The Services can involve the storing of Users' Data and Content on the Web Platform. Depending on the subscribed Services, the User may upload or import its own business data, including suppliers, ingredients, products and other customer-specific information, for the purpose of configuring and using the Services. The Services may enable Users to configure customer-specific dashboards, reports, monitoring views and analytical outputs based on the User's imported data, selected entities and monitoring preferences. The space available to the User for the storage of its Data is set out in the Order Form or the Supplemental Terms between SGS and the User, where applicable. All rights regarding User's Data and Content remain with the User. However, User grants SGS the non-exclusive worldwide right to access and use the Content solely in order to provide SGS Services to User. In particular, User grants to SGS the right to store, modify, process, translate and transmit the Content, and to sublicense the foregoing rights to its subcontractors, to the extent required (i) to provide the services set out in this Agreement (ii) for anonymization and following use as contemplated below. SGS Privacy Policies available on SGS website explain how SGS treats User's personal data and protects User's privacy when using the Services.

Anonymization: User agrees that SGS may anonymize Data for the purposes contemplated below. "Anonymize" means removal of personal information and any information reasonably likely to identify a company or other business entity as source; and always provided that such revised data does not include and is not subject to any key, code, or other mechanism that could be used to restore or reverse such information.

Use of and entitlement to anonymized Data: SGS may use User Data only to provide, secure, maintain, and improve the Services and SGS shall not use User Data, Content, or derived data for machine learning, model training, generative AI, or other AI techniques without User's prior written consent. Notwithstanding the foregoing, SGS may collect and use aggregated and otherwise de identified insights derived from the use of the Services for the purpose of analyzing usage patterns, monitoring performance, and identifying general trends, provided that such insights do not permit the identification of the User or the disclosure of User's Data or Content. SGS may collect and aggregate data derived from the performance of the Services ("**Aggregated Data**"), and SGS may use such Aggregated Data for purposes of operating SGS's business, including making it available to other solutions within the SGS Group. SGS's use of Aggregated Data will not reveal any of User's Confidential Information or personally identifiable information of Authorized Users.

The Service is available twenty-four (24) hours a day and seven (7) days a week, subject to periodic or exceptional maintenance and safety procedures (whether or not scheduled by SGS), events of force majeure and cases of suspension of access to the Services or the Web Platform as provided herein.

User will promptly designate at least one support representative amongst the Authorized Users, who shall be User's sole authorized contact for maintenance purposes.

SGS reserves the right to amend and upgrade the Services in the context of maintenance. SGS may, at its discretion, interrupt access to the Services or the Web Platform for maintenance or upgrades, without liability. SGS will use commercially reasonable efforts to inform User of any interruption which is predicted to last for more than one (1) hour, by placing a notice on the welcome page on the Web Platform and/or inform User by email prior to such interruption.

At no additional cost to User, Support Services will be provided by SGS in accordance with the SGS support terms as described in the table below. User can submit requests for support through the online service of the Web Platform and obtain the following support service from 9 to 5 CET ("Business Hours") hours from Monday through Friday on any Business Day.

Priority	Description	Response Time (Business Hours)	Next Update Time Intervals (Business Hours)
Highest	The incident stops most or all of the Users from using the system.	4 hours	8 hours
High	One or more Users suffer a major issue (1 or more modules of the system unusable)	8 hours	48 hours
Medium	One or more Users suffer a minor difficulty (there is a partial issue with the system)	16 hours	72 hours
Low	One single User suffers a minor difficulty. (there is a partial issue with the system)	24 hours	N/A
Lowest	One or more users suggested ways to work better.	N/A	N/A

SGS may provide onboarding, implementation assistance and user training as part of the Services or as otherwise agreed in the applicable Order Form. Unless expressly agreed otherwise, such onboarding or training services are intended to facilitate effective use of the Services and do not constitute a condition for accessing or using the Web Platform.

5. FEES

User agrees to pay all applicable license fees or charges for the applicable Term in advance and in accordance with the fees, charges and billing terms in effect at the time such a fee or charge is due and payable. User shall provide SGS with a valid credit card (Visa, MasterCard, or any other issuer accepted by SGS) ("Payment Provider"), bank transfer details, or other payment information as specified in the Order Form as a condition to signing up for the Services. Where payment is made by credit card, User's Payment Provider agreement governs the use of the designated credit card, and User shall refer to that agreement and not the terms of this Agreement to determine its rights and liabilities. By providing SGS with payment information, User agrees that SGS is authorized to invoice User's account for all license fees and charges due and payable to SGS hereunder and that no additional notice or consent is required. User agrees to immediately notify SGS of any change in the billing address or payment details used for payment hereunder. Except as set forth in the Terms, all license fees for the Services are non-refundable.

Any revision of the fees shall apply only upon the renewal of the Agreement. SGS shall notify User of any such changes at least sixty (60) days prior to the end of the then-current Term and, if User does not agree with such revised fees, User may terminate the Agreement by providing a written termination notice to SGS thirty (30) days prior to the end of the the-current Term.

All fees and costs for Services rendered by SGS do not include taxes (including but not limited to value added taxes or their equivalent), levies, imposts, stamp duties, charges or withholding taxes and all liabilities with respect thereto of whatsoever nature or kind (collectively referred to as "Taxes") which will be invoiced in accordance with applicable local law. Any and all payments made by User (or User Affiliate) shall be made free and clear of, and without withholding or deduction of any Taxes, unless such withholding or deduction is required by applicable law or/and by applicable double tax treaties. If requested, User (or User Affiliate) shall promptly provide SGS with evidence of such payment and copies of all documentation submitted with each such payment. In case the order are placed by User (or User Affiliate) which are located in a different country than SGS and cross-border transaction occurs based on User's (or User Affiliate's) request, SGS reserves the right to adjust the fees for any transactional tax expense that is not creditable or recoverable for SGS. The Parties shall use their best endeavors to obtain a refund of the deductions or a recovery

of any applicable tax and will support each other in their obligations in this respect. Any tax refunded will be reimbursed according to entitlement.

User shall not be entitled to set-off possible own claims against claims of SGS.

6. SGS INTELLECTUAL PROPERTY

The Services display some content that is not SGS property ("**Third Party Content**"). Third-Party Content is the sole responsibility of the entity that makes it available. Using the Services does not give User ownership of any intellectual property rights in the Services or the content or any Third-Party Content that User can access. User may not use content or Third-Party Content from the Services unless obtaining permission from its owner or its use is otherwise permitted by law.

SGS may review Third Party Content to determine whether it is illegal or infringes SGS policies and may remove or refuse to display Third Party Content that SGS reasonably believes to infringe SGS policies or the law.

SGS retains all right, title in and to the Web Platform, the technology created, utilized or reduced to practice in the provision of the Services and all related intellectual property rights. The Web Platform is the exclusive property of SGS and/or its licensors and its related Documentation (the "**SGS Materials**").

User acknowledges that (a) no right or interest in the Web Platform is conveyed other than the limited licenses granted herein as per Section 2; (b) SGS Materials are protected by copyright and other intellectual property laws, and (c) SGS Materials embody valuable confidential and secret information, the development of which required the expenditure of considerable time and money. User will not take or encourage any action during or after the Term that will in any way impair SGS rights of, in and to its owned SGS Materials. User will maintain intact the copyright notices and other notice of intellectual property rights appearing in or on the Web Platform and the Documentation.

The Agreement grants no license or other right to any trademarks or domain names of SGS, including but not limited to the domain name used with the Web Platform. Such trademarks and domain names are and remain the sole and exclusive property of SGS and/or its licensors.

7. PERFORMANCE STANDARDS AND LIMITED WARRANTIES

7.1. Web Platform

Web Platform warranty: SGS warrants that (i) it has the necessary legal or regulatory (if any) authorizations to provide the functionality of the Web Platform to Users; (ii) the Web Platform conforms with the essential specifications set forth in the Service Description; (iii) SGS will endeavor to keep the Web Platform available without undue interruption (subject to scheduled service downtimes and to occurrences beyond SGS's control); and (iv) to the best of its knowledge, the permitted use of the Web Platform does not infringe upon intellectual property rights of others.

Limitations: SGS's Web Platform warranty shall not apply if the Web Platform (i) is not used as permitted; (ii) is not used in accordance with the Service Description; or (iii) is combined with other systems or services not supplied by SGS. SGS does not warrant that the Web Platform will be provided uninterrupted or error-free or that any information or data contained therein or derived therefrom will be accurate or complete.

Remedies: SGS will remedy defects within a reasonable time at its choice by means of a fix (including provision of a workaround) or replacement.

7.2. Web Platform Services

Performance standard: SGS provides the Web Platform Services with reasonable diligence and care but shall not be liable to achieve any warranted outcomes or results. SGS is committed to maintaining a performance standard for the Web Platform, employing necessary measures to ensure optimal functionality, minimal downtime, and fast response times. However, SGS cannot be held responsible for any temporary performance fluctuations caused by external factors beyond its control, such as internet connectivity issues or server maintenance.

Use of AI Functionality; Limitations: Outputs to Users generated through the Web Platform-Functions are the result of automated analysis and processing by SGS's proprietary artificial intelligence ("**AI**") tool, which has been developed with diligence but without warranty of any kind, and which additionally is machine-learning. AI-assisted outputs are provided to support User's analysis and do not constitute legal advice and cannot be guaranteed as being error free, complete, or suitable for any particular purpose. The User is solely responsible for its use of the AI functionality and outputs. The User acknowledges that the AI enabled functionality made available through the Services integrates artificial intelligence models provided by third party licensors over which SGS does not exercise control with respect to underlying model behavior. However, SGS shall use reasonable skill and care in integrating and operating the AI enabled functionality and commercially reasonable quality assurance measures. All such measures shall be assessed by reference to industry practice for similarly situated providers offering AI-enabled software services using third party AI

models. Certain functionalities of the Services may provide predictive analytics, forecasts, probability scores or other risk estimations based on available data and analytical models. Such outputs represent analytical assessments intended to support the User's decision-making process and should not be interpreted as guarantees or assurances regarding future events, risks or outcomes.

Limitations as regards Content: Content published or compiled by SGS on the Web Platform is based on data from SGS's internal and from publicly available external sources. SGS carefully selects such Content and endeavors to keep it up to date. SGS does not make any warranties about the completeness, reliability or accuracy of such Content or compilations thereof and SGS is not responsible for any errors or omissions in the Content or compilations.

Remedies: In the event of a material nonconformity of Web Platform Services, SGS will correct the nonconforming Services at no cost to User.

7.3. No other Warranties or Remedies

Except as explicitly set forth above, SGS provides the Web Platform, the Web Platform Services and other services "as is" and does not make any warranties, and expressly disclaims all other warranties, undertakings, conditions, and representations, whether oral or written, expressed or implied, or arising by usage of the Web Platform or the receipt of the Web Platform Services or other services, including, but not limited to, suitability or fitness of the Web Platform or the Web Platform Services for a particular purpose, meeting Users' requirements, or satisfactory quality. The above remedies shall be Users' sole remedies for breach of warranty and to the exclusion of any other rights or remedies.

8. LIABILITY AND INDEMNIFICATION

Limited liability for direct damage: SGS's liability shall be limited to direct damage and the total aggregate liability of SGS for direct damages arising out of or in connection with this Agreement shall not exceed the fees paid by User under the Agreement in the twelve (12) months preceding the event giving rise to the claim.

Exclusion of liability: SGS shall in no event be liable to Users for any indirect, incidental or consequential damage, damage due to trust, loss of data, damage caused by business interruption, loss of use, loss of profits or third-party claims.

Exceptions: The aforementioned limitations and exclusions of liability shall not apply in case of (i) death or physical injury; (ii) damage caused by willful intent or gross negligence; or (iii) if mandatory law provides otherwise.

Users' indemnity: Users shall indemnify, defend and hold harmless SGS against any third-party claims that are based on: (i) Users' use of the Web Platform or of the Web Platform Services in a manner not permitted under these Terms of Use; or (ii) Users' Data or any other information or material uploaded by Users on the Web Platform. SGS shall reasonably cooperate in the defense of such claim, if requested by Users', at Users' expense. Users shall – if so agreed by SGS – have the sole authority to defend or settle the claim, provided such settlement does not involve any payment by SGS or admission of wrongdoing by SGS.

9. TERM AND TERMINATION

The Agreement is effective from the date SGS accepts User's submitted Order Form. The term of the Agreement shall be as specified in the Order form or the Supplemental Terms ("Initial Period"). Upon the expiry of the Initial Period, and of each subsequent renewal period (each a "Renewal Period" and together with the Initial Period, the "Term"), the Agreement shall automatically renew for successive periods of one (1) year, unless either Party provides a written termination notice to the other Party thirty (30) days prior to the end of the then-current Term. User may terminate the Agreement or opt out of its automatic renewal through the Web Platform where such functionality is available, or otherwise by submitting a request to SGS in accordance with the applicable Supplemental Terms. If User terminates the Agreement, the Services of the Web Platform will be available until the end of the applicable Term. Upon each subsequent renewal period, if SGS does not receive payment from User's Payment Provider, User agrees: (i) to pay all amounts due on User Account upon demand, and/or (ii) to allow SGS to either terminate or suspend User's access to the Services on the Web Platform and continue to attempt to charge User's Payment Provider until payment is received. Only upon receipt of payment, User Account will be activated and for purposes of automatic renewal, User's subsequent renewal period will begin only as of the day payment was received.

Either party may terminate the Agreement for material breach if such breach remains uncured for thirty (30) days after written notice. SGS may terminate the Agreement with immediate effect, without cure period, where required by applicable law or in the event of a serious breach by User, including but not limited to misuse of the Services, violation of applicable law, or User's infringement.

Upon termination, (i) User will immediately cease accessing and otherwise utilizing the Web Platform, (ii) SGS will immediately cease providing the Services and shall have no obligation to refund any license fees paid by User hereunder, and (iii) any outstanding commitments by User to pay license fees hereunder, shall become immediately due and payable. Provided that the termination was requested by User due to a material breach by SGS, SGS shall refund to User the unused portion of any prepaid license fees, if any, on a pro rata temporis basis as to the effective date of termination and to the end date of the agreed Term.

Upon termination or expiration of the Agreement, User may request, within a period of thirty (30) days that SGS provide a copy of such User's Data in a commonly used machine-readable format. SGS shall provide such User's Data within a reasonable period of time following receipt of the request, to the extent technically feasible. After the expiry of such thirty (30) days period, SGS will have no obligation to maintain or provide User's Data and may delete or destroy all copies of User's Data in SGS possession or control, as provided in the Documentation, unless legally prohibited.

All provisions of these Terms of Use intended by their terms or nature to survive shall survive any termination or expiration of any subscription.

10. CONFIDENTIALITY AND PUBLICITY

Confidential information: Neither Party shall disclose or use for any purpose outside the scope of this Agreement the other Party's business or technical information, including but not limited to any information relating to tools or software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, or Data (Confidential Information), except with the other Party's prior written permission or as permitted under these Terms. Information or data that is aggregated from Confidential Information shall not be deemed to be Confidential Information provided that such aggregated information or data is anonymized through elimination of identifiers to the source of the information. Each Party agrees to protect the Confidential Information of the other Party in the same manner that it protects its own Confidential Information of like kind (but in no event using less than a reasonable degree of care and reasonable technology industry standards).

Mandatory disclosure: If a Party is obliged by an enforceable order or by law to disclose Confidential Information of the other Party, it shall promptly provide the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and provide reasonable assistance, at the other Party's cost, if the other Party wishes to prevent or contest the disclosure.

Exclusions: Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other Party; (ii) was known to a Party prior to its disclosure by the other Party without breach of any obligation owed to the other Party; (iii) was independently developed by a Party without breach of any obligation owed to the other Party; or (iv) is received from a third party without breach of any obligation owed to the other Party, provided that Data containing personal data shall be handled in accordance with the standards required by applicable data protection laws, even if the same information may be generally known, publicly available or otherwise accessible to SGS from other sources.

Publicity: SGS Shall not to use the User's name, logo, trademarks, service marks, use cases, or any related materials or references in any marketing, promotional, or public communications without the User's prior written consent.

The obligations under this section 10 shall survive termination of the subscription for a period of four (4) years.

11. CHANGES

Changes to the Terms of Use: SGS reserves the right to modify, update, or revise these Terms of Use from time to time. Any material changes to these Terms of Use that adversely affect User's rights or obligations shall apply only upon renewal of the then-current Term and shall be notified at least sixty (60) days prior to the end of the then-current Term. Notwithstanding the foregoing, SGS may implement material changes with immediate effect where required for security, legal or regulatory compliance, or to maintain or improve the integrity, availability, or performance of the Services, and will notify User as soon as reasonably practicable thereafter.

Continued use of the Web Platform after the effective date of any applicable changes shall constitute acceptance of the updated Terms.

Changes to the Web Platform or the Web Platform Services: SGS may change the functionalities of the Web Platform or the from time to time, provided that such changes will not materially impair the functionality of the Web Platform or the Web Platform Services.

12. FORCE MAJEURE

SGS shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, Pandemic, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials ("Force Majeure"). However, if the Force Majeure lasts longer than sixty (60) days, the Agreement may be terminated, as of right and without further judicial formalities, by either Party on written notice to the other Party with immediate effect.

13. APPLICABLE LAW AND JURISDICTION

The Terms and any dispute related thereto will be governed and interpreted by the laws of Switzerland exclusive of any rules with respect to conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these

Terms. Any dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. The arbitration will take place in Zurich, Switzerland and be conducted in the English language unless the Parties agree otherwise.

14. MISCELLANEOUS

Notices: Unless otherwise set forth in these Terms of Use, all notices must be given at least in text form (e.g., e-mail). The Parties shall immediately notify each other about any changes of the contact data they have provided each other with.

Severability: If any provision of these Terms of Use is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms and Conditions.

Waiver: No failure or delay by either Party in exercising any right or remedy under these Terms and Conditions shall constitute a waiver of such right or remedy.

Entire agreement: These Terms of Use together with the Users' subscription information posted on the Web Platform constitute the entire agreement between the Parties with respect to the subject matter thereof.

Form Requirement: No modification, amendment, or waiver of any provision of these Terms of Use by Users shall be effective, unless being agreed upon in text form (e.g., email, scanned signatures) or in writing by the Party against whom the modification, amendment or waiver is to be asserted. The Parties agree that the Agreement may be executed, exchanged, stored and processed by applying any form or simple or advanced e-signatures (e.g., DocuSign, etc.) and that such e-signatures shall comply with the form requirements set forth herein.

Third-Party Services: SGS may rely on subcontractors and third-party service providers for the provision of the Web Platform or the Web Platform Services. SGS shall use commercially reasonable efforts to monitor the availability and performance of third-party services and to promptly inform User of any material disruptions, but shall not be liable for failures or downtime attributable to third-party service providers. No third-party terms and conditions shall apply to or prevail over this Agreement vis-à-vis the Parties, unless expressly agreed in writing by the Parties.

15. DEFINITIONS

"Business Day" means any day other than a Saturday, Sunday, or a public holiday in Switzerland.

"Content", "Data" means any information entered, uploaded or received by User in the context of the use of the Web Platform and the Services.

"Documentation" means the English version of the documents (or any other language expressly agreed between the Parties or as defined in the Supplemental Terms, where applicable), made available by SGS throughout the term of the Agreement, in any format chosen by SGS describing the main functionalities of the Web Platform and their updates.

"Login Information" means the logins, usernames and passwords of each Authorized User.

"Party" means User or SGS individually; **"Parties"** means User and SGS collectively.

"Web Platform" means the SGS FoodNexus cloud-based digital intelligence platform, including its associated software applications, interfaces and APIs, as updated from time to time by SGS and made available as part of the Services by SGS to User.