

ELECSIS Terms of Use ("Terms")

The use by you (the "**User**") of Corbion ELECSIS and one of the Corbion ELECSIS Wizards (together the "**Model**") are subject to the acceptance of these Terms of Purac Biochem BV acting under the trade name Corbion ("**Corbion**").

By clicking on the "I Sign The Terms Of Use" button or by using any area of this website that is not open to the public, you acknowledge, represent and consent to accept the following terms:

1. User rights

- 1.1 Corbion grants the User a non-exclusive, non-transferable, non-sublicensable, and worldwide right to use the Model.
- 1.2 Unless with prior written consent of Corbion, the User agrees:
 - (a) not to reproduce or further distribute the Model to any third party;
 - (b) not to incorporate the Model in any other program;
 - (c) not to alter or modify the Model.

2. Model availability and blockage

- 2.1 Corbion reserves the right, in its sole discretion, to change, suspend or discontinue all or any portion of the Model at any time.
- 2.2 Corbion may suspend or block User's access to the Model, and take any other action Corbion deems appropriate, in its sole discretion, with or without notice and without limitation, for any reason whatsoever, in connection with User's access to the Model.

3. Confidentiality; intellectual property

- 3.1 User's use of the Model is subject to the confidentiality agreement between Corbion and the User. Corbion shall use the formulations imported by the User for no other purpose than to carry out the requested calculations. Corbion is allowed to use the (anonymous) site statistics.
- 3.2 All intellectual property and/or proprietary rights relating to the Model are and shall remain owned by either Corbion, its suppliers, data providers or other licensors and nothing herein, nor in the Model is intended to transfer, assign or grant any rights to the User in respect of such intellectual property rights, except for the limits rights of use expressly stated herein.
- 3.3 The User acknowledges that the unauthorized disclosure or use of the Model would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. accordingly, the User agrees that Corbion will have the right to obtain an immediate injunction enjoining any breach of these Terms, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

4. Warranties and liability

- 4.1 Corbion makes no representations or warranties with respect to the use, effectiveness or functionality of the Model, in particular in the formulation of beverages or beverage concentrates. All data, processes, plans, theories, hypotheses, results or prognostications received or developed by the User by using the Model are for information purposes only and the decision to use any portion thereof will be within the User's sole discretion and at the User's risk. The Model is being provided free-of-charge to the User to assess the impact of

ingredients on factors such as (but not exclusively) pH, osmolality and precipitation. However, no warranty or representation (express, direct or implied) is made that use of the Model will, in fact, correctly predict these parameters in full.

- 4.2 The Model and all tools, information and services on or available through the Model are now and hereafter made available by Corbion "as is". To the extent permitted, Corbion disclaims all warranties, including warranties of merchantability and fitness and warranties against infringement.
- 4.3 The User agrees that the access to and the use of the Model is at its own risk and that Corbion can in no circumstances be held liable for any direct, consequential or indirect damages or losses resulting therefrom. Furthermore, the User agrees that Corbion shall not be liable in any way to you or to any other person or company for:
 - (a) the use of the information available through the Model by the User or any other person or company, including claims that (i) the use of the Model failed to fully predict the impact of ingredients to a beverage formulation; (ii) the Model infringes any patents, copyrights, license or other proprietary rights of third parties;
 - (b) any omissions, inaccuracies, or errors in data, information or reports appearing through the Model; or
 - (c) the non-availability of any information or any disruption of the Model.

5. Governing law

- 5.1 These Terms are governed and construed in accordance with the laws of the Netherlands.