

OMNIBLU™ SYSTEM GENERAL TERMS AND CONDITIONS

Annex 5: OmniBlu™ System General Terms and Conditions

1. APPLICABLE TERMS

These OmniBlu™ System General Terms and Conditions are incorporated into and apply to all Proposals, Sales Orders, price lists, catalogs, manuals, brochures, and other documents, whether electronic or in writing, issued by JBT relating to the sale of the OmniBlu™ System. JBT's acceptance of Client's Purchase Order for the OmniBlu™ System is limited to and conditional upon acceptance by Client of these General Terms and Conditions. Any additional terms and conditions set forth in Client's request for proposal, Purchase Order, specification, or any other written or verbal communication do not bind JBT and are herewith explicitly rejected, unless such additional terms and conditions have been expressly acknowledged in writing by JBT in an amendment as overriding terms and conditions.

PLEASE READ CAREFULLY: JBT PROVIDES CLIENT AND USERS ACCESS TO THE OMNIBLU™ PORTAL, OMNIBLU™ PROFESSIONAL SERVICES AND OMNIBLU™ SYSTEM HARDWARE, AS FURTHER DEFINED HEREIN, SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CLIENT AND ALL USERS ACCEPT AND COMPLY WITH ALL TERMS AND CONDITIONS IN THIS AGREEMENT. BY CLICKING "ACCEPT", OR BY ACCESSING OR USING THE OMNIBLU™ PORTAL, OMNIBLU™ PROFESSIONAL SERVICES AND OMNIBLU™ SYSTEM HARDWARE, CLIENT: (I) ACCEPTS THIS AGREEMENT AND AGREES THAT CLIENT IS LEGALLY BOUND BY ITS TERMS AND CONDITIONS; AND (II) REPRESENTS AND WARRANTS THAT IT WILL CAUSE ALL USERS TO COMPLY WITH ALL REPRESENTATIONS, WARRANTIES, COVENANTS, RESTRICTIONS AND AGREEMENTS SET FORTH IN THIS AGREEMENT. IF CLIENT DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, (A) JBT MAY IMMEDIATELY SUSPEND OR TERMINATE CLIENT'S AND USERS' ACCESS TO THE OMNIBLU™ PORTAL, OMNIBLU™ PROFESSIONAL SERVICES AND OMNIBLU™ SYSTEM HARDWARE, (B) CLIENT MUST NOT ACCESS OR USE THE THE OMNIBLU™ PORTAL, OMNIBLU™ PROFESSIONAL SERVICES AND OMNIBLU™ SYSTEM HARDWARE, AND (C) CLIENT MUST NOT PERMIT ANY USER TO ACCESS OR USE THE OMNIBLU™ PORTAL, OMNIBLU™ PROFESSIONAL SERVICES AND OMNIBLU™ SYSTEM HARDWARE. CLIENT MAY PROVIDE USERS ACCESS TO THE THE OMNIBLU™ PORTAL, OMNIBLU™ PROFESSIONAL SERVICES AND OMNIBLU™ SYSTEM HARDWARE IF, AND ONLY IF, CLIENT CAUSES ALL USERS TO AGREE IN WRITING TO COMPLY AT ALL TIMES WITH ALL REPRESENTATIONS, WARRANTIES, COVENANTS, OBLIGATIONS AND RESTRICTIONS IN THIS AGREEMENT AND JBT APPROVES OF SUCH USERS. THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF CLIENT REPRESENTS AND WARRANTS THAT: (1) SUCH INDIVIDUAL IS AT LEAST 19 YEARS OF AGE; AND (2) SUCH INDIVIDUAL HAS THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND CLIENT TO ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE PARTIES AGREE THAT NO TERMS AND CONDITIONS INCLUDED IN ANY CLIENT ISSUED PURCHASE ORDER ARE BINDING UPON JBT.

2. DEFINITIONS

- a. **JBT** means the supplier of the OmniBlu™ System.
- b. **Client** means the party or parties other than JBT.
- c. **Affiliates** means with respect to a party any entity that directly or indirectly controls, or is controlled by, or is under common control with such party. For purposes of the Affiliate definition, an entity "controls" another entity (i) if it has the power to direct the management and policies of the other entity, (ii) through ownership of more than 50% of the voting securities of any entity, (iii) through representation on its board of directors or other governing body, or (iv) by contract.
- d. **OmniBlu™ System** means the digital equipment monitoring and communication technology offered by JBT to facilitate predictive maintenance, remote diagnostics and service and parts ordering.
- e. **Proposal** means the technical document issued by JBT that sets out the specifications and commercial terms under which the OmniBlu™ System is supplied by JBT to Client.
- f. **Purchase Order** means the document submitted by Client to JBT to place an order for the OmniBlu™ System.
- g. **Sales Order** means a duly executed document, including its annexes, relating to the provision of the OmniBlu™ System by JBT to Client which expressly incorporates these General Terms and Conditions by reference.
- h. **Client Equipment** means the unit(s) of equipment manufactured by JBT located at Client Premises for which the OmniBlu™ System will be supplied, as specified in a Sales Order.
- i. **Client Premises** means the Client site(s) where the Client Equipment is located, as specified in a Sales Order.
- j. **Client Data** means any and all electronic data or information of the Client Equipment that is collected or obtained by the OmniBlu™ System (or any component thereof).
- k. **Users** means the individuals who are authorized by Client to access or use the OmniBlu™ System (or any component thereof) subject to these General Terms and Conditions.
- l. **Software** means software that is proprietary to JBT or its Affiliates.
- m. **Goods** means spare parts, preventative maintenance kits and other goods, excluding the OmniBlu™ System Hardware.

3. SERVICES.

3.1 OmniBlu™ System. JBT will supply to Client the OmniBlu™ System, which Client will only use for its own internal business operations. The OmniBlu™ System will be supplied for the Client Equipment specified in the Sales Order and includes: (i) installation by JBT of the OmniBlu™ System Hardware on Client Equipment; (ii) Client access to the OmniBlu™ Portal and (ii) performance of OmniBlu™ Professional Services by JBT. If Client intends to sell, lease, transfer or move Client Equipment covered by the OmniBlu™ System, Client will immediately provide written notice to JBT.

3.2 OmniBlu™ System Hardware. As part of the OmniBlu™ System, JBT, or its designees, will install or provide hardware, including, without limitation, sensors and gateways, that is used to monitor and collect data from Client and Client Equipment ("**OmniBlu™ System Hardware**"). Client hereby grants to JBT all necessary or required rights, licenses, permissions and consents to legally enter the Client Premises to install the OmniBlu™ System Hardware and to perform maintenance and support services related to any OmniBlu™ System Hardware. Client will

use its best efforts to ensure the OmniBlu™ System Hardware is not damaged once installed. Client will permit JBT (through any of its officers, employees, or agents) on reasonable notice to inspect the OmniBlu™ System Hardware during regular business hours.

3.3 OmniBlu™ Portal. JBT grants Client non-exclusive, non-transferrable, non-sublicensable, internet-based access to the OmniBlu™ Portal for Client to use for its own internal business purposes. The OmniBlu™ Portal consists of the Maintenance Manager Portal, the Frictionless Parts and Service Portal ("**FP&S Portal**") and the Machine Performance Portal ("**MP Portal**"). Client acknowledges that JBT reserves the right at any time, or from time to time, with or without notice, to update or alter content, functionality, or user interface of the OmniBlu™ Portal at JBT's sole discretion. JBT will have the right, at its own expense, to monitor the use of the OmniBlu™ Portal for purposes of measuring and reporting on usage, and Client will respond to any reasonable inquiries from JBT to assess the actual scope of Client's use of the OmniBlu™ Portal.

3.4 OmniBlu™ Professional Services. JBT will perform the OmniBlu™ Professional Services expressly set forth in **Annex 1** of the Sales Order, which include the supply of Goods, including without limitation preventative maintenance kits ("**PM Kits**") and spare parts, as set forth in **Annex 2** of the Sales Order. The OmniBlu™ Professional Services cover only the Client Equipment specified in the Sales Order and no other equipment. The excluded services are set out in **Annex 1** to the Sales Order. JBT personnel providing OmniBlu™ Professional Services will check, maintain, and install parts and other materials if they are genuine and original parts. Working hours for JBT personnel performing OmniBlu™ Professional Services are a maximum of twelve (12) hours per day, six (6) days per week (one rest day per week is mandatory) unless otherwise provided by applicable law.

3.5 Delivery. Unless otherwise stated in the Sales Order, Goods are delivered EXW (specified JBT facility) Incoterms 2020. Client shall be listed as the importer of record for Goods. JBT shall not be responsible for the arrangement of customs clearance or the payment of import fees and customs clearance duties for Goods. Deliveries of Goods are scheduled only after acceptance of an order, clarification of required technical information, including Client approval of drawings when required, and the agreed upon down payment has been made by Client and/or agreed upon payment securities have been provided. Shipping dates are estimates, made to the best of JBT's ability based on conditions prevailing at the time of quotation, and are not guaranteed. In the event JBT is requested by Client to delay any aspect of JBT's obligation (including but not limited to manufacture, transport, delivery, installation, test, handover and/or acceptance) related to any Goods or OmniBlu™ Professional Services purchased under the Sales Order or if any delay is caused by a default of the Client, JBT will be entitled to revise its delivery dates, project completion schedule, and fees, in addition to any other remedies for delays set out in these General Terms and Conditions. JBT shall be released from any time obligations with respect to delivery of the Goods if: (i) information, including but not limited to, data, drawings, schemes, or diagrams, necessary for design, manufacture, supply or delivery is not timely received from Client, is incomplete, or contains inaccuracies, (ii) Client fails to perform any of its obligations under the Sales Order, (iii) unanticipated or different tests, controls, or inspections must be conducted, or (iv) Client requests variations to the Sales Order.

3.6 Acceptance. Client must immediately inspect or provide for immediate inspections upon delivery of Goods. All claims for alleged conspicuous defects are waived and Client shall be deemed to have accepted the Goods, unless JBT is notified of such claim within thirty (30) calendar days after receipt of the Goods.

4. PAYMENT.

4.1 Fees. The fees as specified in **Annex 3** of the Sales Order will be payable in advance and will be paid in monthly installments of equal amounts per month, as specified in **Annex 3** of the Sales Order.

4.2 Invoice. Invoices will be due within thirty (30) days following date of invoice. Notwithstanding the foregoing, the first installment will be paid immediately upon the effective date of the Sales Order. JBT will not be obligated to commence the provision of the OmniBlu™ System under the Sales Order until the first instalment has been received. The necessary and reasonable expenses that JBT may incur in providing the OmniBlu™ System, including travel time and out-of-pocket expenses relating to air fares, ground transportation, and lodging, plus communication costs which are incurred by JBT in fulfillment of the Sales Order, will be payable monthly in arrears for expenses incurred in the applicable billing period. Client will ensure the JBT invoice number is referenced in all payments. Payment can be made by electronic funds transfer to the address and/or account referenced on the Sales Order. All payments will be remitted in the currency indicated in the Sales Order.

4.3 Assumption. The fees are determined on the basis of the regular cycles of operation of the Client Equipment specified in the Sales Order. JBT may propose an adjustment of the Fees during the Term in the event: (i) the operation of Client Equipment exceeds the regular cycles described in **Annex 1**; or (ii) decisions by Client to carry out modifications, repair, or maintenance on the Client Equipment other than day to day maintenance without the prior written approval of JBT, result in changes to the required service activities. If JBT proposes an adjustment of the Fees in accordance with this Section 4.3 and Client rejects such Fees adjustment, JBT may terminate the Sales Order by delivery of no less than 30 days prior written notice to Client. The Fees, as adjusted, will be deemed to be the new "Fees" for all purposes of the Sales Order. Any adjustment of the Fees will be implemented by a formal amendment to the Sales Order.

4.4 Taxes. Client is liable for any sales tax, use tax, service tax, value added tax, transfer tax, excise tax, tariff, duty, or any other similar tax imposed by any governmental authority arising from the performance or furnishing by JBT of the OmniBlu™ System to Client. Such taxes may be invoiced by JBT to Client for all taxing jurisdictions where JBT is permitted or required by law to collect such taxes unless Client provides a valid resale certificate or other documentation required under applicable Law to evidence tax exemption.

4.5 Late Payment. Any late payment of Fees will accrue interest at the rate of one and one-half percent (1-1/2%) per month or the highest allowable legal rate, whichever is less, commencing on the date when such payment was due. If legal action is required to collect amounts owed by Client to JBT, JBT is entitled to recover all reasonable collection costs, including but not limited to attorney's fees and other legal costs incurred by JBT in connection therewith.

4.6 Offset. Client will have no right to offset any amounts due or that become due to JBT against any claims, charges, expenses, or any other payment of any kind whatsoever under any circumstances, including but not limited to any liability, which may arise due to a breach or alleged breach of the Sales Order or any provision thereof. Notwithstanding any loss, theft, destruction, or damage of Goods, the payments as contained herein will continue to be paid by Client without offset.

4.7 Validity of Proposals. A proposal will only be valid for a thirty (30) calendar day period from date of issue, otherwise prices stated in the Proposal may be subject to change.

4.8 Price Escalation. JBT reserves the right to escalate the labor component of the Fee annually according to the United States Consumer Price Index (CPI) plus 1%. JBT further reserves the right to increase prices of Goods and any other materials if JBT's cost for such Goods increase by 10% (ten percent) or more after the date of the Proposal and before the date JBT procures such Goods.

4.9 Client's Credit; Security Interest. Should Client's financial condition become unsatisfactory to JBT, in its sole reasonable discretion, advance payments, demands for assurances, or adequate security may be required by JBT for all deliveries under the Sales Order. If JBT makes a demand for assurance, the proper assurance will be in the amount of any and all payments. To secure all of Client's obligations to

JBT, including the full, complete, and prompt payment of all amounts owed by Client to JBT with respect to the Goods sold under the Sale Order, Client hereby grants, pledges, conveys, and assigns to JBT a lien on and security interest in the Goods sold hereunder and the proceeds thereof. Client authorizes JBT to file any and all financing statements JBT deems necessary or appropriate to perfect the security interest granted herein. Client agrees to take any and all further steps and execute and deliver to JBT any and all documents reasonably requested by JBT which are necessary and appropriate to perfect the security interest granted herein. Client will not create or permit the existence of any lien or security interest (other than any created hereby) on such Goods without the prior written consent of JBT.

5. CLIENT OBLIGATIONS.

5.1 Cooperation Duty. Client and its personnel (including agents and contractors) will fully cooperate with JBT's reasonable requests to facilitate JBT's installation, implementation, and provision of the OmniBlu™ System.

5.2 Client Equipment. Client will make the Client Equipment available at pre-agreed times and dates for activities specified in [Annex 1](#) of the Sales Order. Client will at all times provide to JBT remote access to the Client Equipment through the OmniBlu™ System in both production and non-production modes. Client will perform the required daily and other maintenance and cleaning and lubrication of the Client Equipment according to best industry practice and the guidelines, instructions, and recommendations made by JBT. Client will ensure that the safety procedures set out in maintenance manuals provided by JBT are adhered to. In order to enable JBT to execute the OmniBlu™ Professional Services properly, Client will ensure (i) when these services are provided at Client Premises, that (a) Client Equipment has been cleaned, cooled down, and is free of hazardous liquids at the time of any scheduled on-site OmniBlu™ Professional Services; (b) JBT's personnel have full and safe access to the Client Equipment; (c) a person responsible for the daily operation of the Client Equipment at Client Premises is present; (d) safety procedures are adhered to; and (e) original parts and materials for overhauls and repairs have been bought and delivered before JBT's technicians arrive at Client Premises; and (ii) when these services are provided by JBT remotely, that the network connection is secure and that Client's personnel, including agents and contractors, are aware of any ongoing remote activity. Client will, at its sole cost and expense, supply auxiliary facilities and materials as necessary for the provision of the OmniBlu™ Professional Services, which will include without limitation, water, gas, lighting, oil, grease, refrigerant, and consumables.

5.3 Accuracy of Client's Information. Client is responsible for providing, in a timely manner, all data and information, and assistance that JBT requires to provide the OmniBlu™ System. All data provided to JBT will be delivered by Client in the format reasonably requested by JBT. Client acknowledges that the ability of JBT to provide the OmniBlu™ System in accordance with the terms of the Sales Order, including the agreed pricing and delivery models, are contingent upon the accuracy and completeness of information and data, including designs, drawings, and specifications provided by Client, as well as Client's cooperation and timely performance of its obligations. The parties acknowledge that JBT is relying on the completeness and accuracy of the information and data provided by Client regarding Client's plant operations, and any incompleteness or inaccuracies in the Client provided information and data may have an adverse impact on the ultimate performance of the OmniBlu™ Professional Services or on the workmanship and quality of the Good(s) provided by JBT.

5.4 Client Personnel. Client will, at its sole cost and expense, make suitably qualified and informed personnel (including agents and contractors) available to accompany or render assistance to JBT personnel during on-site visits and to enable unrestricted access to the Client Equipment. To the extent the OmniBlu™ Professional Services are provided remotely by JBT through the OmniBlu™ System, Client will ensure that its personnel (including agents and contractors) with whom JBT's personnel will communicate when providing remote assistance have knowledge about the Client Equipment and are suitably qualified and trained to operate the Client Equipment and perform repairs, maintenance, and commissioning.

5.5 Duty to Notify of Modifications. Client will inform JBT of every technical modification to the Client Equipment in writing, which Client will perform or has performed on the Client Equipment. If Client does not inform JBT correctly or Client modifies the Client Equipment independently without notification in writing to JBT, JBT may suspend the provision of OmniBlu™ Professional Services without any compensation for such suspension.

5.6 User Accounts. Each User that accesses the OmniBlu™ Portal must be issued a User Account. Client will ensure that passwords associated with the User Accounts remain confidential and secure and will not allow multiple users to utilize the same User Account. Client will not provide, or provide access to, a User Account to any third party without prior written consent of JBT. If any User becomes no longer authorized by Client to have such access to the OmniBlu™ Portal, then Client will immediately notify JBT in writing.

5.7 Users. Client will cause all Users to comply at all times with the terms and conditions set forth herein, including those applicable to the use of the OmniBlu™ Portal that may be made available to Client's Users. Client is responsible and liable for: (i) Users' compliance with Client's obligations, representations, and warranties; (ii) User's breach of applicable terms; (iii) access to Client Data or the OmniBlu™ Portal by other persons as a result of Client's failure to use reasonable precautions to secure its own systems or credentials for access to the OmniBlu™ Portal; (iv) all acts that occur in connection with its User Accounts; (v) assuring that its personnel (including agents and contractors) receive adequate disclosures of the terms and conditions governing such personnel's use of the OmniBlu™ System, in particular the use restrictions set forth in [Section 5.8](#) below; (vi) all transmissions initiated by Users during use of OmniBlu™ System; and (vii) adverse impact (including without limitation, any delay, cost, charge, penalty, expense, injury, or damage) arising out of or related to incompleteness or inaccuracies in information provided to JBT. Client will: (i) prevent unauthorized access to or use of the OmniBlu™ Portal, and notify JBT in writing immediately of any such unauthorized access or use; (ii) fully cooperate with any reasonable investigation by JBT of any outage, security problem or suspected breach; and (iii) comply with all JBT instructions relating to Client's access to or use of the OmniBlu™ System.

5.8 Use Restrictions. Client will cause all Users to comply with all restrictions and obligations of Client in this [Section 5.8](#). Client will not, directly or indirectly: (i) use the OmniBlu™ System (or any component thereof) outside the permitted scope set forth in [Section 3.1](#) or for any purpose other than its own internal business operations; (ii) use or access the OmniBlu™ System (or any component thereof) or Software in violation of any applicable laws; (iii) sell, resell, license, lease, transfer, redistribute, assign, or otherwise commercially exploit or make the OmniBlu™ System (or any component thereof) or Software available to any third party; (iv) send, store, submit, or upload libelous, unlawful or tortious material on or to the OmniBlu™ System (or any component thereof); (v) send, store, submit or upload malicious or harmful code on or to the OmniBlu™ System (or any component thereof); (vi) interfere with or disrupt the integrity or performance of the cloud environment where the OmniBlu™ System (or any component thereof) is deployed; (vii) attempt to circumvent security restrictions or protocols for the cloud environment where the OmniBlu™ System (or any component thereof) is deployed; (viii) duplicate or reverse engineer the OmniBlu™ System (or any component thereof) or Software, in whole or in part; (ix) disclose the results of any benchmarking test of the OmniBlu™ System or Software to any third party; (x) remove or modify any proprietary markings or notices on the OmniBlu™ System (or any component thereof), Software, or other materials delivered by JBT in the performance of the Sales Order; (xi) disconnect, manipulate, suspend, or prevent remote access to any JBT equipment and associated OmniBlu™ System (or any component thereof, including, without limitation, the OmniBlu™ System Hardware) or Software; (xii) move, transfer, re-install, or disassemble the OmniBlu™ System Hardware, or any related parts, or otherwise use the OmniBlu™ System Hardware for any purpose beyond Client's authorized use of the OmniBlu™ System

Hardware in connection with the OmniBlu™ Portal; (xiii) permit any party to move any OmniBlu™ System Hardware from the Client Equipment without JBT's prior written consent; or (xiv) use the Software (or any component thereof) outside the permitted scope set forth in [Section 6.3](#) hereof. Client will immediately contact JBT if it becomes aware of any actual or suspected malfunctioning of the OmniBlu™ System (or any component thereof), and will not attempt to troubleshoot or address such malfunctioning itself. Client will not carry out or attempt to carry out modifications to, repair of, experiments on, or maintenance of the Client Equipment other than the maintenance described in [Section 5.2](#) of these General Terms and Conditions and Client will not permit any other person except JBT personnel to carry out aforementioned modifications, repairs, experiments and/or maintenance, without prior written approval from JBT.

5.9 Client System. Client, at its sole cost and expense, will be responsible to purchase or otherwise obtain and to maintain and upgrade the computer systems, devices, telecommunications network, gateway and internet access equipment and services necessary for Client to access the OmniBlu™ Portal ("**Client System**"). Client will provide continuous internet connection using an appropriate operating system that complies with the requirements set out in [Annex 4](#) of the Sales Order. Client has full responsibility to activate and verify that the network connection is secure and acknowledges that any damages (including potential hackers' actions) that the remote connection may cause to Client's personnel (including agents and contractors), Client Equipment, or to the Goods are Client's full and exclusive responsibility.

5.10 Compliance. Client will at all times comply with all laws applicable to Client. Client will provide all permits and licenses required by Federal, State, or local authorities in connection with the delivery and installation of the Goods.

5.11 Outages. Client will promptly notify JBT of any power, network, or system outages, including without limitation internet connectivity and utilities outage, which prevent the normal operation of any JBT equipment and the OmniBlu™ System Hardware. Client acknowledges and agrees that JBT is not liable for any outages or downtime of the OmniBlu™ System caused in whole or in part by any internet, power, network, or system outages.

5.12 Safety. It is Client's responsibility to assure that the Goods when installed and put in use will be in compliance with applicable safety requirements and will be otherwise adequate to safeguard against injuries and damages to persons, property, and the environment. It is understood that JBT has relied upon data furnished by or on behalf of Client with respect to the application, manner of use, location, connection to other pieces of equipment, and safety aspects of the Goods or upon representations made by or on behalf of Client that the Goods will not be applied or used by Client or its customers in such a way as to detract materially from their safety in use. With particular reference to personnel safety, JBT's personnel will under no circumstances perform OmniBlu™ Professional Services without appropriate attendance of suitably qualified Client (back-up) personnel or prior safety induction training for the Client Premises.

6. INTELLECTUAL PROPERTY.

6.1 OmniBlu™ System. JBT reserves all right, title, and interest including, without limitation all intellectual property rights not expressly granted to Client in these General Terms and Conditions, in and to the OmniBlu™ System.

6.2 No Assignment of Rights. Subject only to [Section 6.3](#) below, nothing contained herein will be construed as an assignment or grant to Client of any right or title to the trade secrets, copyrights, patents, or other intellectual property rights owned or controlled by JBT or any of its Affiliates.

6.3 Software License. To the extent any Goods delivered hereunder contain embedded Software that is proprietary to JBT or its Affiliates, such Software is licensed and not sold. JBT grants to Client a revocable, non-exclusive, non-transferable license to use the Software internally solely to the extent necessary to perform the Sales Order and use the OmniBlu™ System and Client Equipment for Client's own internal business purposes. If Client uses the Software beyond the scope of this license, including making alterations to or copying the Software, then JBT may terminate such license without prior written notice. Upon termination of this Sales Order or the license related thereto, Client will promptly return to JBT or destroy (and certify such destruction) all copies of the Software.

6.4 Work Product. Any and all computer software programs, formulas, processes, compositions of matter, databases, data, mask works, improvements, logos, symbols, designs, inventions, works of authorship, documentation, deliverables, work product, work processes or development, that JBT, or any of its Affiliates, makes, conceives, reduces to practice, or creates, either alone or jointly with others and whether or not created with Client ("**Work Product**"), in connection with the supply of the OmniBlu™ System, whether or not the foregoing are patentable, copyrightable, protectable as trade secrets, or otherwise subject to intellectual property protection, will be the sole and exclusive property of JBT or its Affiliates. To the extent, if any, that JBT does not own full right, title and interest in and to the Work Product, Client hereby assigns to JBT all of its ownership, right, title and interest in and to all Work Product, including without limitation: (i) all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Work Product, arising under U.S. or any other law, together with all national, foreign, state, provincial, common law registrations, applications for registration, and renewals and extensions thereof; (ii) all goodwill associated with Work Product; and (iii) all benefits, privileges, causes of action, and remedies, relating to any of the foregoing whether before or hereafter accrued (including without limitation the exclusive rights to apply for such registrations, renewals and extensions, to sue for all past infringements or violations of any of the of the rights listed above, and to settle and retain proceeds from any such actions). To the extent, if any, that this [Section 6.4](#) does not provide JBT with full ownership, right, title and interest in and to the Work Product, Client hereby grants JBT a perpetual irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of and import the Work Product with the right to sublicense each and every right, for any and all purposes.

6.5 Non Interference with Intellectual Property. Client agrees not to take any action that interferes with intellectual proprietary rights of JBT or attempt to copyright or patent any portion of JBT's property or register or attempt to register any trademark, service mark, trade name, or company name which is identical or confusingly similar to said marks, names, or markings of JBT.

6.6 Competitive Product. Client will not, during the Term, attempt to build a competitive technology or service for internal or commercial resale purposes. The Parties acknowledge that this [Section 6.6](#) does not limit Client's ability to proceed with the development of systems and solutions that it has created prior to the effective date of the Sales Order.

7. TERM AND TERMINATION.

7.1 Term. The OmniBlu™ System will be supplied for the contract period set out in the Sales Order ("**Initial Term**"), unless and until earlier terminated in accordance with these General Terms and Conditions. Upon expiration of the Initial Term, the term will automatically renew for successive one (1) year periods (each a "**Renewal Term**") unless either party provides the other party notice of nonrenewal no less than sixty (60) days prior to the end of the then current Initial Term or Renewal Term or unless earlier terminated in accordance with these General Terms and Conditions. The Initial Term and Renewal Terms, if any, are collectively the "**Term**."

7.2 Termination. Either Party may terminate the Sales Order by giving written notice to the other party, if the other Party (i) materially breaches any representations, warranties, or obligations (including without limitations failure to pay any of the taxes required with respect to the sale of Goods and OmniBlu™ Professional Services; failure to promptly provide the cash payment, demand for assurance or adequate security as required under [Section 4.9](#) above) under the Sales Order and fails to cure such breach within thirty (30) days after the non-breaching Party demands such cure, (ii) becomes insolvent or assigns all, or substantially all, of its assets or business for the benefit of creditors, or (iii) resolves to end its business, dissolve, or liquidate. JBT may terminate the Sales Order as provided in [Section 6.3](#) and [Section 14.14](#) of these General Terms and Conditions. Either party may terminate the Sales Order as provided in [Section 14.4](#).

7.3 Effect of Termination. Upon termination or expiration of the Sales Order: (i) Client will immediately cease using the OmniBlu™ System, (ii) JBT's obligation to provide the OmniBlu™ System will terminate immediately, and (iii) Client will pay all fees incurred and all of its costs and other commitments incurred as of the date of termination or expiration. Client acknowledges and agrees that the OmniBlu™ System Hardware will continue to collect and obtain Client Data after the termination or expiration of the Sales Order and that JBT is permitted to use such Client Data.

7.4 Suspension. Upon written notice, JBT may suspend access to the OmniBlu™ Portal without liability if: (i) JBT reasonably believes that the OmniBlu™ Portal is being used in violation of these General Terms and Conditions; (ii) Client does not cooperate with reasonable investigation by JBT of any suspected violation of these General Terms and Conditions; (iii) the OmniBlu™ Portal or Client Data are accessed or manipulated by a third party without consent of either party; (iv) JBT is required by law to suspend access to the OmniBlu™ Portal; (v) any invoiced amounts remain unpaid by Client for more than ten (10) calendar days past the due date; (vi) there is another event for which JBT reasonably believes that the suspension of access to the OmniBlu™ Portal is necessary to protect the cloud environment in which Client's instance of the OmniBlu™ Portal is deployed; or (vii) if JBT's parent company or any governmental organization issues advice indicating that any of JBT's personnel (including agents and contractors) should not travel to the place where any obligation is to be performed. JBT will not be liable for any costs or losses sustained or incurred by Client due to JBT's suspension of performance of the Sales Order.

7.5 Survival. The following Sections will survive termination or expiration (where reference is to a Section, all subsections are deemed to be included): Sections 3.4; 5.6; 5.7; 4.3; 6; 7.3; 7.5; 8; 10.2; 11; 12; 13 and 14 and any other provisions which by their nature should survive such termination or expiration.

8. CONFIDENTIALITY.

8.1 Definition of Confidential Information. "**Confidential Information**" means the nonpublic or proprietary information disclosed or made available to one Party ("**Receiving Party**") by or on behalf of the other Party ("**Disclosing Party**") in connection with the transactions contemplated under this Sales Order (whether disclosed before or during the Term) and includes all information marked by the Disclosing Party as confidential or proprietary and any other information, whether written or oral, that the Receiving Party should reasonably understand is confidential or proprietary to the Disclosing Party. Notwithstanding anything to the contrary in this [Section 8](#), Confidential Information will not include information which: (i) was already known to Receiving Party at the time of disclosure by Disclosing Party, and Receiving Party was under no obligation of confidentiality with respect to such information; (ii) is disclosed to Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of Receiving Party has become, generally available to the public; or (iv) is independently developed by Receiving Party without access to, or use of, Disclosing Party's Confidential Information. All pricing set forth in this Sales Order is JBT's Confidential Information. JBT may disclose and Client may receive Confidential Information directly or indirectly through its respective Affiliates or other representatives and all such disclosures and receipts will be deemed disclosures by JBT, and receipts by Client, of JBT's Confidential Information.

8.2 Obligations. Receiving Party will not disclose the Disclosing Party's Confidential Information to any third party, except as permitted in [Section 8.3 below](#). Receiving Party will protect and keep confidential the Disclosing Party's Confidential Information using the same degree of care that the Receiving Party uses to protect its own nonpublic or proprietary business, technical, or financial information of similar importance, but in no event less than a reasonable degree of care. Receiving Party will not use Disclosing Party's Confidential Information for any purpose other than to perform its obligations or exercise its rights under the Sales Order or as otherwise expressly permitted in the Sales Order. The disclosure of Confidential Information pursuant to the Sales Order is not intended in any way to transfer or grant any right, title or interest in or to such Confidential Information to the Receiving Party unless otherwise expressly indicated in the Sales Order or by the Disclosing Party in writing.

8.3 Permitted Disclosure. Receiving Party may disclose the Confidential Information of Disclosing Party only to officers, directors, employees, agents, representatives, and contractors of it or its Affiliates ("**Representatives**") who have a legitimate need to know such Confidential Information consistent with the purposes of the Sales Order and who have agreed, either as a condition of employment, representation or in a written agreement, to be bound by terms and conditions substantially as protective as the confidentiality terms and conditions applicable to Receiving Party under this [Section 8](#). Receiving Party will cause all of its Representatives to comply with all of such Receiving Party's obligations under this [Section 8](#). Receiving Party will be responsible and liable for any breach by, or caused by, its Representatives of the obligations of Receiving Party set forth in this [Section 8](#). Receiving Party will be allowed to disclose Confidential Information of Disclosing Party to the extent that such disclosure is (i) approved in writing by Disclosing Party, (ii) necessary for Receiving Party to enforce its rights under the Sales Order in connection with a legal proceeding against the other Party, or (iii) required by applicable law or by the order of a court or similar judicial or administrative body, provided that, to the extent it is legally permitted to do so, Receiving Party notifies Disclosing Party of such required disclosure promptly and in writing and cooperates with Disclosing Party at Disclosing Party's reasonable request and expense in any lawful action to contest or limit the scope of such required disclosure.

8.4 Property in Confidential Information. Each Party acknowledges that the Confidential Information of the other Party, as well as all related trademarks, logos, other names or markings identifying the Confidential Information, and other intellectual property rights of the other party, are and will remain the exclusive property of the other party, whether or not protected under applicable intellectual property laws.

8.5 Effect of Termination. Upon termination or expiration of the Sales Order: (i) each party will destroy all copies of the Confidential Information of the other party on tangible media in such party's possession or control or return such copies to the other party, except for Confidential Information subject to an express perpetual license set forth in the Sales Order, and (ii) each party will certify in writing to the other party that it has returned or destroyed such Confidential Information.

9. USE OF DATA.

9.1 Client Data. Client acknowledges and agrees that the OmniBlu™ System will collect Client Data and transmit such data to computer systems for JBT's access and use. Client hereby grants JBT a perpetual, irrevocable, fully paid, royalty-free, worldwide right and license to access, collect, gather, store, reproduce, create derivative works from, perform use, dispose of, and import the Client Data. Client Data is not Confidential Information.

9.2 Usage Data. Client hereby grants JBT a perpetual, irrevocable, fully paid, royalty-free, worldwide right and license to access, collect, gather, store, commercialize, exploit, reproduce, create derivative works from, distribute, display, perform, use, make, have made, offer for sale, sell or otherwise dispose of, and import all data that is generated or created by JBT or the OmniBlu™ System resulting from Client's use of the OmniBlu™ System ("Usage Data") for any and all business purposes. JBT will not publicly release or distribute materials or information containing Usage Data that identifies Client by name.

9.3 Analytics Data JBT will be the sole owner of all right, title and interest in and to all information, data, algorithms, results, reports and other content that is derived from the Client Data or Usage Data ("**Analytics Data**"), including all intellectual property rights therein and thereto. Client hereby irrevocably assigns any right, title or interest it may have in the Analytics Data to JBT.

9.4 Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to JBT by mail, email, telephone, or otherwise, suggesting or recommending changes to the OmniBlu™ System, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like (collectively, "**Feedback**"), JBT is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to JBT on Client's behalf, and on behalf of its personnel (including agents and contractors), all right, title, and interest in, and JBT is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although JBT is not required to use any Feedback.

9.5 Reports. "**Reports**" means the data, information, and reports that Client obtains via its authorized use of the OmniBlu™ Portal. JBT grants Client a limited, revocable, non-transferrable, non-sublicensable, non-exclusive right and license to reproduce, distribute internally, and use internally Reports for Client's own internal business operation purposes, including disclosure to Client's Affiliates. Reports are JBT's Confidential Information.

9.6 Personal Data Protection. Client and JBT will observe compliance with the EU General Data Protection Regulation 2016/679 (the "**GDPR**") and any other applicable legislation regarding privacy, data protection and security (together "**Data Protection Legislation**"). The terms of the Data Processing Agreement ("**DPA**") at <https://www.jbtc.com/omniblu-system-data-processing-agreement/> are hereby incorporated by reference and will apply if and to the extent that Client Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by JBT and/or its Affiliates, the Standard Contractual Clauses adopted by the European Commission under the GDPR will also apply, as further set forth in and defined by the DPA. For the purposes of the Standard Contractual Clauses, Client and its applicable Affiliates, as defined by the DPA, are each the data exporter. Client's acceptance of these General Terms and Conditions will be treated as its execution of the Standard Contractual Clauses and Appendices. Where applicable, based on aforementioned Data Protection Legislation, Client will duly inform individuals about the processing of their personal information through the OmniBlu™ System provided by JBT, including but not limited to the OmniBlu™ Professional Services.

10. WARRANTIES.

10.1 Mutual Warranties. Each Party hereby represents and warrants to the other party that: (i) such party is an entity duly formed, organized and existing in good standing in such party's jurisdiction of formation; (ii) such party has full power and all requisite legal and entity authority to enter into the Sales Order; and (iii) such party's execution, delivery, and performance of the Sales Order will not constitute (a) a violation of any judgment, order, or decree; (b) a material default under any material contract by which such Party or any of its material assets are bound; or (c) an event that would, with notice or lapse of time, or both, constitute such a default.

10.2 Client Warranties. Client will ensure and warrants that all necessary rights, licenses, consents and/or permissions have been granted and/or obtained from third parties (including, without limitation, Client's Representatives) for JBT lawfully, during the Term and/or for the purpose of the Sales Order, (a) to access any data, including (without limitation) any personal data, held by Client and to which JBT may have access, and (b) in order to comply with JBT's obligations and duties arising out of the Sales Order, for JBT to process such data. Client further warrants that it complies with all requirements of applicable law to safeguard the security of such data and that JBT is not in breach of any applicable law by accessing or processing such data. Client will indemnify and hold JBT harmless against any claim arising out of or related to (i) Client's failure to safeguard the security of such data, and/or (ii) a breach of Client's warranty that JBT is not in breach of any applicable law by accessing or processing such data; and/or (iii) Client's errors, mistakes, or inaccuracies in designs, drawings, specifications, and other information provided to JBT.

10.3 Third Party Materials. JBT will pass through to Client all the warranties JBT receives from third parties with respect to the data, software, software tools, services, and related documentation licensed, leased, or otherwise obtained by JBT from a third party that is used in connection with the provision of the OmniBlu™ System (collectively, "**Third-Party Materials**"), to the extent permissible under the applicable agreement between JBT and the third party. JBT will have no other responsibilities with respect to Third-Party Materials. Client, as applicable, will be responsible for complying with the terms of any licenses related to Client's use of the Third-Party Materials.

10.4 Express Warranty of Goods and Services. JBT shall assign to Client, where possible, any warranties received by JBT from suppliers or manufacturers for Goods that neither JBT nor its Affiliates manufacture and that JBT is authorized to pass on to Client, and JBT shall not have any liability for such items. For the Warranty Period, JBT warrants that: (i) the OmniBlu™ Professional Services will be performed in a workmanlike manner; and (ii) the Goods delivered will be free from defects in material and workmanship. This warranty shall not apply: (1) if Client fails to comply with its payment obligations under the Sales Order; (2) if Client fails to follow the operation and maintenance manuals and/or instructions provided by JBT with respect to the Client Equipment and the Goods; (3) if Client uses, obtains, purchases, incorporates, or attaches components or parts not supplied by JBT to the Goods; (4) if Client purchases, obtains, contracts or subcontracts services for the Client Equipment and/or the Goods not performed or supplied by JBT; (5) to normal wear and tear parts; or (6) to the extent JBT determines that Goods have been subjected to abuse or other improper use. For new Goods, "**Warranty Period**" means eighteen (18) months from date of shipment or twelve (12) months from the date of completion of installation, whichever occurs first. For spare parts, PM Kits and OmniBlu™ Professional Services, "**Warranty Period**" means six (6) months from shipment of spare parts or PM Kits, or completion of OmniBlu™ Professional Services.

11. DISCLAIMERS.

11.1 OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, JBT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, TO CLIENT OR ANY THIRD PARTY WITH RESPECT TO THE OMNIBLU™ SYSTEM OR ANY TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. JBT DOES NOT WARRANT THAT (I) THE OMNIBLU™ SYSTEM IS ERROR FREE, (II) CLIENT WILL BE ABLE TO USE THE OMNIBLU™ SYSTEM WITHOUT PROBLEMS OR INTERRUPTIONS, OR (III) THE OMNIBLU™ SYSTEM AND THE CLOUD

ENVIRONMENT WHERE THE OMNIBLU™ SYSTEM IS DEPLOYED ARE NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER MALWARE INFECTION. JBT DOES NOT REPRESENT OR WARRANT THAT SERVICES THROUGH THE OMNIBLU™ SYSTEM, WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS OR IN A SECURE MANNER. THE OMNIBLU™ SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAY AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. JBT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY LOSS OF DATA OR DAMAGES RESULTING THEREFROM. THE OMNIBLU™ SYSTEM MAY CONTAIN INDEPENDENT THIRD-PARTY PRODUCTS AND RELY ON THEM TO PERFORM CERTAIN FUNCTIONALITY. JBT MAKES NO WARRANTY AS TO THE OPERATION OF ANY THIRD-PARTY PRODUCTS OR THE ACCURACY OF ANY THIRD-PARTY INFORMATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JBT OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE ANY WARRANTY. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, JBT HEREBY DISCLAIMS ALL WARRANTIES NOT SET FORTH EXPRESSLY IN THIS AGREEMENT, WHETHER IMPLIED, STATUTORY, OR ARISING OUT OF THE COURSE OF DEALING OF THE PARTIES AS TO THE OMNIBLU™ SYSTEM, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CLIENT ACKNOWLEDGES THAT ITS RECEIPT OF THE OMNIBLU™ SYSTEM IS NOT A SUBSTITUTE FOR CLIENT EXERCISING PROPER CARE REGARDING SAFETY OR MAINTENANCE OF THE CLIENT EQUIPMENT. CLIENT ACKNOWLEDGES THAT THE OMNIBLU™ SYSTEM MAY NOT DETECT ALL CONDITIONS THAT COULD BE HARMFUL, CREATE DOWNTIME, REDUCE OPERABILITY OR PRODUCTIVITY OF THE CLIENT EQUIPMENT, OR BE OF INTEREST TO CLIENT. CLIENT UNDERSTANDS AND AGREES THAT THE OMNIBLU™ SYSTEM'S ABILITY TO GENERATE AND TRANSMIT DATA TO JBT IS DEPENDENT ON THIRD-PARTY HOSTING PROVIDERS AND THE PERFORMANCE OF THE INTERNET, NONE OF WHICH IS WARRANTED IN ANY RESPECT BY JBT. CLIENT ACKNOWLEDGES THAT ANY DAMAGES, DELAYS, AND OTHER LOSS OR DAMAGE TO CLIENT'S PERSONNEL, CLIENT EQUIPMENT, OR ANY OTHER EQUIPMENT INSTALLED AT THE CLIENT PREMISES OR THE GOODS, ARISING OUT OF, RELATING TO, RESULTING FROM, OR CONNECTED WITH THE USE OF THE INTERNET WITH THE OMNIBLU™ SYSTEM IS NOT ATTRIBUTABLE TO JBT, AS THE SECURITY OF SUCH CONNECTION IS CLIENT'S FULL AND EXCLUSIVE RESPONSIBILITY. JBT ASSUMES NO RESPONSIBILITY FOR THE PROPERTIES AND SAFETY OF THE PRODUCT PROCESSED UTILIZING CLIENT EQUIPMENT. CLIENT IS RESPONSIBLE FOR THE PRODUCTS PRODUCED UTILIZING CLIENT EQUIPMENT AND COMPLIANCE BY SUCH PRODUCTS WITH APPLICABLE FOOD SAFETY REGULATIONS AND GENERAL REQUIREMENTS IMPLIED, IN THE COUNTRY OF USE AND INTERNATIONALLY.

11.2 Any inspection or audit performed by JBT, as well as any remote monitoring or diagnostics performed by JBT, whether part of the OmniBlu™ Professional Services or otherwise, is limited to (i) the defined and finite scope of the inspection, audit, diagnostics, or monitoring (ii) the day and time of the inspection, audit, diagnostics, or monitoring and (iii) if applicable, physical limitations in the ability of JBT to view, observe, inspect, audit, and access all relevant components and is in no way to be considered a guarantee or warranty given on the inspected, audited, diagnosed, or monitored Client Equipment or components, or a guarantee or warranty regarding the future use, operability, or suitability of inspected, audited, diagnosed, or monitored Client Equipment or components, or a guarantee against future unforeseen malfunctions of any such equipment or components. When performing an inspection, audit, diagnostic, or monitoring task, JBT may note possible areas of concern outside of the scope of the inspection, audit, diagnostic, or monitoring task. This is done out of JBT's commitment to identify and communicate possible equipment and component safety issues when they are noticed. However, in doing so, JBT assumes no responsibility regarding such safety issues that JBT may have noted, or undetected issues that might exist.

12. INDEMNIFICATION.

Client will indemnify, defend, and hold harmless JBT, its Affiliates, and its and their respective directors, officers, employees, agents, contractors, subcontractors, representatives, successors and assigns from and against any and all claims, suits, actions, causes of action, litigation, proceedings, damages, losses, costs, fines, penalties, deficiencies, losses, liabilities, settlements, judgments and expenses of any nature whatsoever (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment) alleging, based on, arising out of or related to: (i) Client's actual or alleged breach of the Sales Order; (ii) use of the OmniBlu™ System, Goods or OmniBlu™ Professional Services in a manner not intended by the Sales Order; (iii) Client Data or JBT's access or use thereof; (iv) Client's actual or alleged negligence, gross negligence, fraud or violation of any applicable law; (v) damage to or destruction of any OmniBlu™ System Hardware while located at any premises of Client or any of its Affiliates; (vi) viruses or other harmful computer code introduced by or via the Client System to any computer system, device, telecommunications network, gateway, internet access equipment, software or hardware owned or controlled by JBT or any of its Affiliates or contractors; or (vii) delays caused by a default of Client, Client's Affiliates or their personnel (including agents and contractors); and (viii) costs incurred by JBT associated with a delay caused by Client, including without limitations costs for storage of Goods beyond the scheduled delivery date at Client Premises, costs in repairing and refurbishing the Goods to original condition following such storage period, extra handling costs incurred in extra or double handling of the Goods, costs associated with labor, and material cost increases.

13. LIMITATION OF LIABILITY.

13.1 Consequential Damages. IN NO EVENT SHALL JBT OR ITS AFFILIATES BE LIABLE TO CLIENT OR ITS AFFILIATES FOR LOST PROFITS, LOSS OF GOODWILL OR OPPORTUNITY, BUSINESS INTERRUPTION OR DELAY OF PRODUCTION, LOSS OF DATA, COVER COSTS, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF, OR INABILITY TO USE, THE OMNIBLU™ SYSTEM, GOODS, SPARE PARTS OR THE SERVICES PROVIDED HEREUNDER OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREIN (INCLUDING BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE) AND WHETHER OR NOT SUCH PARTY OR ITS RESPECTIVE AFFILIATES SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

13.2 Liability Cap. THE TOTAL CUMULATIVE LIABILITY OF JBT AND ITS AFFILIATES FOR ALL DAMAGES AND LIABILITIES ARISING UNDER ALL CLAIMS IN CONNECTION WITH THE SUPPLY, USE, OR PERFORMANCE OF, OR INABILITY TO USE, THE OMNIBLU™ SYSTEM, GOODS OR SERVICES PROVIDED HEREUNDER, OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR TRANSACTIONS CONTEMPLATED HEREIN, REGARDLESS OF THE FORM OF ACTION (INCLUDING ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION, MISREPRESENTATION, AND BREACH OF WARRANTY) SHALL NOT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY CLIENT TO JBT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED THE DAMAGE RELATING TO THE FIRST CLAIM MADE BY CLIENT UNDER THIS AGREEMENT. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN SECTIONS 13.1 AND 13.2 SHALL APPLY EVEN IF AN EXCLUSIVE REMEDY OF CLIENT UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.

13.3 Allocation of Risk. Client and JBT expressly acknowledge and agree that the limitations and exclusions contained in this Section 13 have been the subject of active and complete negotiations between the parties and represent the parties' agreement as to the allocation of risk between the parties based upon the level of risk to JBT and Client associated with their respective obligations under the Sales Order. The

Fees payable to JBT under the Sales Order reflect this allocation of risk and the limitation and exclusion of damages set forth in this [Section 13](#). The Parties acknowledge that, but for the limitations and exclusions set forth in this [Section 13](#), the Parties would not have entered into the Sales Order.

14. GENERAL PROVISIONS.

14.1 Agreement Structure. Each Sales Order will be deemed to incorporate these General Terms and Conditions and will together with the annexes that constitute an integral part of the Sales Order form a binding contract between JBT and Client. If there is any conflict between the express terms of these General Terms and Conditions and the express terms of the Sales Order, including its annexes, the terms of the Sales Order will prevail.

14.2 Construction. All references to and mentions of the word “including” or the phrase “e.g.” means “including, without limitation.” Unless context unambiguously requires otherwise, “or” is not exclusive and includes “and.” The terms and conditions of the Sales Order will not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation or drafting of the Sales Order.

14.3 Audit Rights. During the Term and for twelve (12) months thereafter, JBT may audit Client’s use of the OmniBlu™ System to ensure that Client is complying with the Sales Order upon reasonable prior written notice. Upon such notice, Client will provide a JBT representative with reasonable access to all relevant records during regular business hours.

14.4 Force Majeure. Any delay in or failure of performance by either party under the Sales Order, other than a failure to pay amounts when due, will not be considered a breach of the Sales Order, and will be excused to the extent caused by any occurrence beyond the reasonable control of such party. Such acts will include, but not be limited to, fortuitous events and acts of God; wars, riots, terrorism and insurrections; laws, decrees, ordinances and governmental regulations; change in laws; strikes and lockouts; transportation stoppages or slowdowns; hurricanes, earthquakes, floods, fires and explosions; pandemics and epidemics; and shelter-in-place or similar orders. The party subject to such force majeure event will promptly notify the other party in case of a force majeure event. The time for delivery and/or performance will be extended during the continuance of such force majeure event and for a reasonable time thereafter. JBT will have the right to adjust the Fees if its cost of performing under the Sales Order has increased during the continuance of such force majeure event. Notwithstanding the foregoing, if such act or condition beyond the reasonable control of such party continues for a period of one hundred and eighty (180) days or more, the unaffected party may, on notice to the party affected, terminate the Sales Order, and neither party will have any further obligation to the other save for those provisions hereunder which, by their terms, survive the termination or expiration of the Sales Order.

14.5 Compliance with Export Controls. Client will not export, re-export, divert, transfer, or disclose, directly or indirectly, or allow the use of, any OmniBlu™ Portal, OmniBlu™ Professional Services, Goods, or JBT technology or documentation, or any direct product thereof in violation of applicable United States export control requirements. Without limiting the generality of the immediately preceding sentence, Client will not (i) re-export the OmniBlu™ Portal, OmniBlu™ Professional Services, Goods, Software, or JBT technology or documentation to, or allow the use of these by, an unauthorized or prohibited destination; (ii) transfer the OmniBlu™ Portal, OmniBlu™ Professional Services, Goods, Software, or JBT technology or documentation to, or allow the use of these by, any person or firm listed on the United States government’s lists of prohibited and restricted parties; or (iii) transfer, use, or permit or authorize the use of the OmniBlu™ Portal, OmniBlu™ Professional Services, Goods, Software, or JBT technology or documentation in any unauthorized end-use (i.e. activities related to the proliferation of weapons of mass destruction).

14.6 No Third Party Beneficiaries. Except for indemnified parties in [Section 12](#), no person or entity other than the Parties hereto, and their respective successors and/or assigns, will have any right, remedies, obligations, or liabilities under the terms of the Sales Order.

14.7 Publicity. Client agrees JBT may use Client’s name to market and advertise the OmniBlu™ System during the Term of the Sales Order and for a period of six (6) months thereafter.

14.8 Notice. Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under the Sales Order will be in writing to the address set forth in the Sales Order, provided by one or more of the following means and deemed to have been duly given (i) if delivered personally, when received; (ii) if delivered by certified or registered mail (postage prepaid and return receipt requested), when received; or (iii) if delivered by courier service, on the third business day following the date of deposit with such courier service. Either Party may change its address by giving notice as provided herein of the new address to the other Party.

14.9 Successors and Assigns. All provisions of the Sales Order will be binding upon, inure to the benefit of, and be enforceable by and against, the respective successors and permitted assigns of JBT and Client.

14.10 Governing Law; Jurisdiction. This Agreement will be governed by and interpreted under the laws of the State of Illinois without regard to any provisions of Illinois law which would require the application of the substantive law of another jurisdiction. Any dispute, controversy, claim, or legal action arising out of, or relating to, the Sales Order, or the existence, validity, breach, or termination hereof, whether during or after its Term, will be submitted for resolution in the federal or state courts in Cook County, Illinois; and the Parties hereby irrevocably consent to the jurisdiction of such courts. Notwithstanding the foregoing, either Party may seek injunctive relief against the other Party from any other judicial or administrative authority pending the resolution of such controversy or claim. Except to the extent expressly required by law, neither the United Nations Convention on Contracts for the International Sale of Goods 1980 (“*CISG*”), nor any international and domestic legislation implementing such Convention, applies to the Sales Order. The Parties’ rights and obligations under the Sales Order are solely and exclusively as set forth in the Sales Order and the Uniform Computer Information Transactions Act (“*UCITA*”), whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified, does not apply to the Sales Order and is hereby disclaimed. The Parties will amend the Sales Order as may be necessary to comply with any mandatory disclaimer language required by UCITA in any applicable jurisdiction.

14.11 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE, CONTROVERSY, CLAIM OR LEGAL ACTION ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES. THEREFORE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE, CONTROVERSY, CLAIM, OR LEGAL ACTION ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.12 Dispute Resolution. The Sales Order is set forth in the English language. In the event of any dispute arising under the Sales Order, the English language will govern the interpretation, meaning, and intent of the Sales Order. If there is any dispute, or difference arising out of, or relating to the Sales Order or the breach thereof, the Parties will use their best endeavors to settle such dispute or difference, by consulting and negotiating with each other, in good faith and understanding of their mutual interests, to reach a just and equitable resolution which is

satisfactory to the parties. If the Parties cannot resolve such dispute, or difference, up to the level of each Party's division president within ninety (90) days after a Party's initial notice of the dispute the Parties will be free to litigate their differences.

14.13 Injunctive Relief. The Parties agree that a breach of Section 5.8 or Section 8 would result in irreparable and continuing damage for which there will be no adequate remedy at law, and each Party will be entitled to seek injunctive relief without the need for posting bond and/or a decree for specific performance, and such other relief as may be proper.

14.14 Assignment; Change of Control. Client may not assign, pledge, delegate or otherwise transfer (whether by operation of law, acquisition or sale of stock or assets, merger, consolidation, transfer of control or otherwise) the Sales Order or any rights or obligations under the Sales Order without the prior written consent of JBT, such consent to be exercised in the sole discretion of JBT. JBT may assign, pledge or otherwise transfer (whether by operation of law, acquisition or sale of stock or assets, merger, consolidation, transfer of control or otherwise) or subcontract the Sales Order or any rights or obligations under the Sales Order without the prior written consent of Client. Upon such assignment by JBT, JBT will be released from all obligations under the Sales Order. Any purported assignment, pledge, delegation or transfer in violation of this Section 14.14 is null and void. If Client undergoes a Change of Control, JBT may terminate the Sales Order on 30 days' written notice. "**Change of Control**" means a transaction or series of transactions by which more than 50% of the outstanding shares of Client or beneficial ownership thereof are acquired within a 1-year period, other than by a person or entity that owned or had beneficial ownership of more than 50% of such outstanding shares before the close of such transactions(s). Change of Control includes, without limitation, any such transaction achieved through statutory merger, consolidation, or stock transfer.

14.15 Remedies. Except as specifically provided, the parties' rights and remedies under the Sales Order are cumulative. If any legal action is brought to enforce the Sales Order, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses.

14.16 Waivers; Amendments. All waivers must be in writing. Any waiver or failure to enforce any provision of the Sales Order on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. This Agreement may be amended only by a written document signed by duly authorized representatives of each Party. JBT may amend these General Terms and Conditions from time to time by sending Client a written notice thereof. Such amendment will be deemed accepted and become effective thirty (30) days after such notice or posting, unless Client first gives notice of rejection of the amendment. In case of such rejection, the amendment will become effective at the start of Client's next Renewal Term. Client's continued use of the OmniBlu™ System following the effective date of an amendment will confirm Client's consent thereto.

14.17 Severability. If a court of competent jurisdiction holds any provision, or part of any provision, of the Sales Order to be illegal or invalid, the provision, or the affected part of such provision, will be null and void and deemed automatically severed from the Sales Order. Any such holding will not affect the legality or validity of the remaining provisions or remaining parts or unaffected provisions of the Sales Order.

14.18 Relationship of The Parties. The relationship between the parties is that of independent contractors only, and nothing in the Sales Order will be interpreted or construed to create a partnership, joint venture, employer-employee, or agency relationship, or any other relationship between the Parties, other than that of independent contractors. Neither Party will have the power to obligate the other Party in any manner whatsoever unless expressly provided in the Sales Order.

14.19 Counterparts. The Sales Order may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The electronic signature of the Sales Order or the exchange of a fully executed copy thereof (in counterparts or otherwise) by .pdf, .jpg, .bmp, .png or other electronic format will be sufficient to bind the parties.

May 2023

On behalf of the customer

On behalf of JBT:

Name (written out in full):	Name (written out in full):
Position:	Position:
New Equipment Sales Contract Reference:	
Date:	Date:

Signature:	Signature:
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