

Terms of Use DDW for Farm Customers

These terms and conditions (the “**Terms of Use**”) apply to the platform Dairy Data Warehouse (the “**Platform**”) and all services provided to You on the Platform whether you visit the Platform via the website www.dairydatawarehouse.com or via any other system, such as one of our apps (collectively the “**Service**”). Access to the Platform and the Service is provided to you (the “**User(s)**”/”**You**”/”**Your**”) by or on behalf of DairyDataWarehouse B.V. with registered address Stationsplein 14, 9401 LB, Assen, The Netherlands (“**DDW**”).

In addition to these Terms of Use special terms may apply to certain services provided on the Platform, e.g. such as specified in the applicable documentation, offer, agreement or invoice (if applicable) (“**Special Terms**”). In the event of conflict between the Special Terms and these Terms of Use, the Special Terms shall prevail unless otherwise expressly stated. The Terms of Use and any Special Terms which You have agreed to are jointly referred to as the “**Agreement**”.

Terms starting with a capital letter, such as the term “Agreement”, are defined in these Terms of Use and have the meaning assigned to them also when appearing above the definition.

1. ACCEPTANCE OF TERMS OF USE

By using the Platform and/or the Service You acknowledge that You have read, understood and agree to be bound by the Terms of Use and any Special Terms provided to You, and undertake not to use the Service in breach of the Agreement.

2. AGE AND AUTHORITY

- 2.1. If You are an individual You hereby confirm and warrant that You are at least 18 years old and that You are not otherwise barred from entering into a binding contract under applicable laws.
- 2.2. If You are acting on behalf of a company, body or legal entity You hereby confirm and warrant that You are authorized to enter into contracts and otherwise act on behalf of that company, body or legal entity and that neither You nor the company, body or legal entity that You represent are restricted from entering into a binding contract for any reason.

3. DESCRIPTION OF THE SERVICE

- 3.1. The Service enables You to, among other things, access Herd Data and to access and/or purchase services, such as artificial intelligence-based tools for decision support and forecasts made available at the Platform from time to time.
- 3.2. “**Herd Data**” means herd related data from the farm(s) linked to Your user account made accessible to DDW and subject to the Data Upload Terms, as well as, other herd related data, including any such data processed by DDW.

- 3.3. “**Content**” means Herd Data, text, messages, software and any other information.

4. USERNAME, PASSWORD AND SECURITY

- 4.1. To use the Service You must create a user account at the Platform. During registration You shall choose a username and a personal password. You may not choose a username that is harmful, abusive, racially or ethnically offensive, sexually explicit, defamatory, infringing or invasive of personal privacy rights. It is Your obligation to ensure that any information that You submit to DDW via the Platform or otherwise is truthful and accurate and to maintain the accuracy of such information (including Your email address).
- 4.2. You are obliged to keep confidential and not disclose Your username and/or password to any third party or otherwise allow any third party to use Your access to the Service. If You have reason to believe that a third party has gained access to Your username and/or password You must immediately inform DDW via email to info@dairydatawarehouse.com.
- 4.3. You are responsible for the use of the Service under Your login details. You are liable for any damage or loss incurred by DDW or any third party due to unauthorized use of Your username and/or password.
- 4.4. We recommend you have installed an up-to-date anti-virus software or similar protection against viruses and other malicious code. Except as expressly provided for by mandatory law, DDW or its assignees do not accept any liability in relation to the security of Your information or any damages You may suffer from viruses or other malicious code transmitted to You via the Service.

5. LICENSE AND DIFFERENT FORMS OF USE

- 5.1. Subject to Your compliance with the Agreement and payment of applicable fees, DDW grants You a non-exclusive, limited license to use the Service solely for Your internal business use, for the duration of the subscription term (see Section 7) (a “**Subscription License**”).
- 5.2. By uploading Content to the Service You grant to DDW, a non-exclusive, perpetual, transferable, worldwide, irrevocable and royalty-free licence (with the right to sublicense) to – without restrictions – reproduce, make available, use, publish, distribute, modify, adapt, publicly perform and publicly display such Content on the Platform and the Service and otherwise as required in order to perform the Service and in marketing and promotion of DDW and/or the Service in all media and all countries. You agree to and warrant that the content is owned or duly licensed to You and that the Company does not need the permission or license from any third party to use the above described Content.
- 5.3. For herd related Content uploaded to or entered in the Service You grant DDW the right to use such Content to process, store and otherwise use it for other DDW business purposes, including but not limited to, data analysis, customizing and improving services, product development, and providing, selling and licensing products and services to third parties, provided that no

disclosure of such Content which is Personal Data (as defined in Section 13.1) will be made available to a third party without Your approval, other than in an anonymized form.

6. RULES OF CONDUCT

6.1. You agree to and warrant that You will not:

- distribute or reproduce all or any part of the Platform or the Service (except as set out in the Agreement)
- alter, disassemble, decompile or reverse engineer any part of the Platform or the Service, except to the extent explicitly permitted by applicable law,
- use software that reads or adds data on the Platform or the Service automatically,
- use the Platform and/or the Service to request or encourage other users to breach this Section, or any other provision of the Agreement,
- abuse the Platform or the Service or use it for any unlawful or unauthorized purpose (which includes transmitting any computer viruses through the Platform, or using the Platform in a manner which violates or infringes the rights of anyone else).

6.2. You agree to and warrant that You will only use Herd Data:

- with due care, taking into consideration that the Herd Data is provided "as is" and does not constitute a recommendation or advice to take or omit any particular action,
- in a way that does not promote or encourage illegal activity,
- in a way that is not harmful, abusive, offensive or illegal and does not infringe the rights of any third party (including but not limited to copyright and trademarks).

7. SUBSCRIPTIONS, FEES AND PAYMENT TERMS

Please note that in case the Subscription License has been purchased on Your behalf by a business partner to DDW, any obligation to pay fees in this Section 7 does not apply to You, but to the DDW business partner.

- 7.1. The Subscription License starts on activation of the applicable service, i.e. You starting to use the Platform and/or a service made available to You on the Platform is ready for use. Unless otherwise specified in Special Terms, a Subscription License continues until further notice and can be terminated by You or by DDW at any time.
- 7.2. Unless otherwise specified in Special Terms, the fee to be paid by You to DDW for any service ordered and made available to You on the Platform shall be according to the current DDW list price. Unless explicitly stated in Special Terms, value added tax, services tax and other duties or taxes required to be paid by DDW according to applicable law upon the sale or provision of the Service, are in addition to the fees under the Agreement.
- 7.3. Unless otherwise explicitly agreed, the subscription fee(s) will be invoiced monthly in arrears, the first invoice to be issued at the end of the first full

calendar month. DDW may, at any time, by notice to You adjust the fee for Subscription License. If You object to the adjustment, You may terminate the subscription as set out above.

- 7.4. Unless otherwise specified in Special Terms, invoices shall be paid within 30 days of the invoice date.
- 7.5. DDW shall have the right to block or limit Your access to the Platform and/or the Service, or stop the upload of data to the Platform, in case invoiced subscription fees have not been paid within 15 days of becoming due.
- 7.6. In case of late payment DDW shall be entitled to charge default interest, unless otherwise stated, at a monthly rate of one percent per month, or if lower, the maximum rate permissible by applicable law.

8. INTELLECTUAL PROPERTY RIGHTS

Copyrights, trademarks, trade names, data base rights and other intellectual, industrial and/or proprietary rights (whether registered or not) in and related to the Service, including but not limited to the Platform, are owned by DDW and/or its affiliates, suppliers or licensors. All rights not expressly granted by DDW in the Agreement are reserved by DDW.

9. DDW'S LIABILITY

- 9.1. Subject to any separate agreement between the Parties, DDW aims at an uptime for the Services of 98 percent calculated on a monthly basis. DDW gives no warranties, express, implied or otherwise, as to the accessibility, quality, suitability, or accuracy of the Service and disclaims any warranties or conditions of merchantability, fitness for a particular purpose, title or non-infringement, other than as set out in this Agreement. Furthermore, there are situations when the Service will not be accessible, including but not limited to situations due to necessary maintenance and circumstances outside the control of DDW such as changes to third party software interacting with the Platform, net access failure, which shall not be considered a fault in the Service and DDW shall not be liable to You on account thereof.
- 9.2. The Herd Data is provided "as is" and may be the outcome of methods of artificial intelligence and machine learning being applied. DDW gives no warranties, express, implied or otherwise, as to the accessibility, quality, suitability, or accuracy of the Herd Data and disclaims any warranties or conditions of merchantability, fitness for a particular purpose, title or non-infringement. The Service is not intended for veterinary use and Herd Data may not be used or relied upon for the diagnosis, prevention or treatment of disease. Adequate health and herd management procedures should be applied at all times.
- 9.3. To the fullest extent permitted by applicable law DDW, its officers, directors, shareholders, predecessors, successors in interest, assigns, employees, agents, subsidiaries and affiliates, suppliers or licensors shall not be liable to You or any third party for any indirect, special or consequential loss or damages including but not limited to loss of data, capital, profits, revenue or goodwill arising out of or in connection with the Agreement or the use or inability to use all or part of the Service, even if advised of the possibility of such damages.
- 9.4. To the extent DDW is liable to indemnify You for any loss or damages, DDW's aggregate liability to You, whether for negligence, breach of contract or any other cause of action or omission in connection herewith shall be limited to the aggregate fees relating to the Service causing the damage, that You have paid during the 12 months preceding the event causing the damage.
- 9.5. DDW is committed to protecting the Platform, the Service and Your information. While DDW takes reasonable precautions, no security measures are completely secure, and DDW does not guarantee the security of Your information or that viruses or other malicious code will not be transmitted to You via the Service at any time.
- 9.6. DDW shall not be liable to You for any claims made by third parties towards You.

10. TAKE DOWN FUNCTION

DDW reserves the right to immediately close down Your access to the Platform and/or the Service or remove Content that has been published, posted or

uploaded in breach of the Agreement or otherwise is harmful for or has an adverse effect on DDW, the Data Provider or a third party, or is of a nature that in DDW's reasonable discretion for any reason calls for removal.

11. TERM AND TERMINATION

- 11.1. These Terms shall start to apply when accepted by You and shall remain in force until Your Subscription License is terminated by either Party in accordance with Section 7.1 or the Agreement is terminated in accordance with this Section 11 (the “**Term**”), provided that any rights and obligations in the Agreement that by its wording is intended to survive expiration or termination as set out in Section 14, shall not be affected by such expiration or termination.
- 11.2. DDW may by notification to Your email address terminate the Agreement and Your access to the Service with immediate effect if You commit a material breach of the Agreement (including but not limited to any breach of the provisions above in sections “Username, password and security” or “Rules of conduct”). DDW reserves the right to claim damages and all other rights provided by law.
- 11.3. DDW shall furthermore have the right to terminate the Agreement and cease to provide access to the Service with immediate effect and without prior notice if required by law or an authority decision or because DDW ceases to provide the Service.

12. FORCE MAJEURE

DDW shall not be liable for any default or delay in the performance of its obligations under the Agreement if and to the extent the default or delay is caused, directly or indirectly, by fire, flood, elements of nature, acts of war, terrorism, or civil unrest or any other similar cause beyond the reasonable control of DDW. In such event, DDW is excused from further performance for as long as such circumstances prevail.

13. PERSONAL DATA

- 13.1. It is normally not required to disclose any data about any identified or identifiable individual (“Personal Data”) in connection with the use of Service, except that basic data about You may be needed for the administration or operation of Service (failure to disclose such data may prevent use of the Service). To the extent any of the data referred to above in these Terms is Personal Data, DDW will process the Personal Data only as compatible with the purposes set out above and will keep the Personal Data in a form which permits identification only for as long as necessary for such purposes. The legal basis for processing of the Personal Data is that the processing is necessary for legitimate interests (the purposes specified above) which, based on a balance of interests, has been deemed not to be overridden by the individual's interests or fundamental rights and freedoms. Certain processing of Personal Data may also be necessary for compliance with legal obligations.
- 13.2. DDW will not make Personal Data available to third parties other than in accordance with these Terms, but DDW may, for the purposes set out above,

use service providers to process data on DDW's behalf (e.g. for data storage), in which case appropriate safeguards will be implemented to keep the data protected.

13.3. DDW primarily holds Personal Data in the European Union, but Personal Data may, for the purposes and with the limitations set out above, be transferred to any location where the You are located. Where – in any other case than when requested or approved by You, when necessary for conclusion, performance or support of a contract that is made in Your interest or when necessary for establishment, exercise or defence of legal claims – data will be transferred by DDW from the European Union, DDW will apply appropriate safeguards to keep the data protected (e.g. “standard contractual clauses” adopted by the EU Commission). The individual to whom the Personal Data relates may contact DDW to get information about which service providers that are engaged to process the Personal Data, which countries and territories that Personal Data is transferred to and which safeguards that have been implemented.

13.4. Subject to restrictions under applicable law, the individual to whom the Personal Data relates has the right to request information about DDW's processing of such Personal Data, to access such Personal Data (in a structured, commonly used and machine-readable format, with the right to forward such data) and to request DDW to correct, complete, update, block or delete any such Personal Data that is inaccurate, incomplete, confusing, outdated or unlawful. Such individual also has the right to object, on legitimate grounds, to processing of data relating to him or her (in particular if entitled to do so under applicable data protection legislation) and to withdraw, with prospective effect only, any consent given by him or her regarding processing of such data. If the individual considers that the processing of Personal Data relating to him or her infringes applicable law, the individual may also lodge a complaint with the relevant supervisory authority.

13.5. Requests concerning DDW's processing of Personal Data can be made to info@dairydatawarehouse.com.

13.6. The Dutch Data Protection Authority (College Bescherming Persoonsgegevens), being the governing authority in relation to DDW regarding processing of Personal Data, has been notified of the processing of Personal Data.

14. SURVIVAL

Notwithstanding anything else herein, all provisions in the Agreement which by their nature extend beyond the Term shall remain in effect after Termination, including, but not limited to, Sections 5.2, 5.3, 6, 8, 9.2-9.6, 13,14, 17, 18 and 19.

15. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement and understanding between You and DDW in relation to the subject matter of the Agreement. Any representation, promise, or condition not explicitly set forth in this Agreement shall not be binding on either You or DDW. You

confirm that You are not relying on any representations or warranties of DDW except as specifically set out in this Agreement. For the avoidance of doubt, this Agreement sets out the full liability of DDW and any and all obligations and liability provided by law possible to exclude is hereby excluded.

16. CHANGES TO THE AGREEMENT

You acknowledge and agree that DDW may occasionally, at its own discretion, make changes to the Agreement, including these Terms of Use. When DDW makes changes to the Agreement You will be notified via the Service. Your continued use of the Service after those changes are made constitutes Your acceptance of the changes to the Agreement, which shall enter into force on the date of such continued use.

17. SEVERABILITY

Should any provision of the agreement between You and DDW governed by this Agreement be deemed to be void, invalid, unenforceable or illegal, all other provisions shall continue in full force and effect and DDW and You shall agree to new provisions in substitution for such invalid provisions. Such new provisions shall as regards their contents and effect, be as close as possible to the original text as written, but adjusted in such a way that the rights or obligations intended can indeed be derived from them.

18. ASSIGNMENT

18.1. DDW has the right to assign all or parts of its rights and/or obligations under the Agreement to its affiliated companies and/or any other third party without Your approval.

18.2. You may not assign Your rights or obligations under the Agreement.

19. APPLICABLE LAW AND COMPETENT COURT

19.1. The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed and interpreted under the laws of the Netherlands, excluding its conflict of law rules, unless otherwise required by mandatory law of a member state of the European Union or any other jurisdiction.

19.2. Any dispute, controversy or claim arising out of or in connection with the Agreement or any non-contractual obligation arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be exclusively brought before the courts of the Netherlands, using the District Court (“Rechtbank”) of The Hague as the first instance.