



## ENTERPRISE TERMS OF SERVICE

### BACKGROUND

Connecterra operates a software platform, which it makes available as a service, which allows users to manage and review information and insights related to the dairy industry, such as information insights relating to reproduction, production, health, feed weather, and other real time information about the performance of dairy farms (the "**Enterprise Service**").

The Enterprise Terms of Service set out the terms and conditions upon which you may use the Enterprises Service.

**By signing these Enterprise Terms of Service or using the Enterprise Service you agree to and accept the Enterprise Terms of Service.**

### 1. INFORMATION ABOUT CONNECTERRA

1.1 The Enterprise Service is provided by Connecterra B.V., a company incorporated and registered in the Netherlands with registration number 61840491, whose registered office is at Kraanspoor 50, 1033SE Amsterdam, the Netherlands ("**Connecterra**").

### 2. INTERPRETATION

2.1 In the Enterprise Terms of Service, where the context requires otherwise, the following words and expressions have the following meaning:

"**Authorized User**" means an employee, contractor or any other person (that the Customer authorizes to access the Enterprise Service on its behalf;

"**Commencement Date**" has the meaning given to it above;

"**Confidential Information**" means information which is identified as confidential or proprietary by either party, or by the nature of which is clearly confidential or proprietary;

"**Data**" means any information and other materials in any forms (including derivatives)

"**DPA**" has the meaning given to it in clause 8;

"**Group**" means, in relation to a company, that company, any subsidiary or holding company (each having the meanings in sections 1161 and 1162 of the Companies Act

2006) from time to time of that company, and any subsidiary from time to time of a holding company of that company;

**"The Enterprise Terms of Service"** means these terms and conditions of service, as amended from time to time;

**"Customer"** or **"you"** means the person identified above;

**"Customer Account"** means an account with an ID and password that the Customer or its Authorized Users use to access the Enterprise Service;

**"Customer Data"** means all Data relating to the Customer hosted by Connecterra in connection with the provision of the Enterprise Service, which is:

- (a) supplied or made available to Connecterra by or on behalf of the Customer;
- (b) obtained by Connecterra for the purpose of enabling the provision of the Enterprise Service or the fulfilment of Connecterra's (and/or Connecterra's Personnel) obligations under the Enterprise Terms of Service, or otherwise in the possession, custody or control of Connecterra in accordance with the Enterprise Terms of Service;
- (c) accessed, generated, collected, stored, transmitted, or processed by Connecterra (and or Connecterra's personnel) exclusively in the course of the performance of the Enterprise Service; or
- (d) uploaded, entered, imported or created through the Enterprise Service, including but not limited to Customer Data and other items or materials related to Customers.

**"Supplier"** means any type of supplier engaged by the Customer to produce milk (and or any other dairy products as required by the Partner from time to time) to deliver goods or services to the Customer;

**"Supplier Data"** means all Data collected by the Customer from Suppliers in the scope of the engagement between the Customer and the Supplier;

**"Term"** has the meaning given to it in the ???Customer Terms;

**"Third Party Sites"** has the meaning given in clause 5.3;

**"Virus"** means anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

### 3. **DURATION**

3.1 This agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with clause 1.11, shall continue for the Term.

### 4. **ACCESS TO THE ENTERPRISE SERVICE**

4.1 Connecterra grants the Customer a non-exclusive, non-transferable license for the Term to access and use, and permit Authorized Users to access and use the Enterprise Service, in accordance with and subject to the terms and conditions of this agreement.

4.2 The Customer may not sublicense the rights granted in clause 4.1 other than to allow Authorized Users to access and use the Enterprise Service.

4.3 The Customer may grant Authorized Users access to the Enterprise Service provided that the Customer:

- (a) does not make or give any representations, warranties or other promises concerning the Enterprise Service unless agreed by Connecterra in writing from time to time;
- (b) ensures that all Authorized Users are aware of the terms of this agreement and act in compliance with them;
- (c) ensures that the terms on which the Authorized User is granted access to the Enterprise Service protect Connecterra and its proprietary rights in the Enterprise Service to the same extent as set out in this agreement including, in particular, clause 7 and clause 9 (and the Customer will take reasonable steps to enforce such terms at Connecterra's request); and
- (d) ensures that Connecterra is not liable to the Authorized Users in any way.

4.4 The Customer must treat any username and password used to access the Enterprise Service as Confidential Information, and must:

- (a) not disclose such information to any third party (other than to Authorized Users); and
- (b) take appropriate safeguards in accordance with good industry practice to prevent unauthorized access to the Enterprise Service.

4.5 The Customer shall procure that each Authorized User keeps secure and confidential any username and password provided to, or created by, that Authorized User for their use of the Enterprise Service, and that they will not disclose such username and password to any third party, including any other Authorized Users or persons within the Partner's organization, company or business.

- 4.6 The Customer is responsible for maintaining the confidentiality of its login details for its Customer Account and for any activities that occur under its Customer Account, including the activities of Authorized Users.
- 4.7 Connecterra encourages the Customer to use, and to encourage Authorized Users to use "strong" passwords (using a combination of upper- and lower-case letters, numbers and symbols) with its Customer Account.
- 4.8 The Customer must prevent any unauthorized access to, or use of, the Enterprise Service, and must promptly notify Connecterra in the event of any such unauthorized access or use. If the Customer has any concerns about the login details for any Customer Account, or thinks any of them may have been misused, the Customer shall notify Connecterra at support@connecterra.io. The Customer must immediately notify Connecterra if the Customer becomes aware that the login details of any Authorized User are lost, stolen, or otherwise compromised.
- 4.9 The Customer is responsible for making all arrangements necessary for Authorized Users to gain access to the Enterprise Service.
- 4.10 The Customer shall not at any time, whether during or after the Term, accept any commission or payment for, or otherwise seek to profit financially or otherwise from granting access to the Enterprise Service to Authorized Users.
- 4.11 The Customer shall indemnify and defend Connecterra, and its agents and contractors from and against any and all losses, damages, claims, liabilities or expenses (including reasonable lawyer's fees) arising out of a claim brought by an Authorized User or any other third party relating to the Customer's use of the Enterprise Service (except to the extent caused by Connecterra's negligence).

## 5. **CUSTOMER OBLIGATIONS**

- 5.1 The Customer:
  - (a) must comply with all applicable laws and regulations with respect to its use of the Enterprise Service and its activities under this agreement;
  - (b) must use the Enterprise Service in accordance with the terms of this agreement and shall be responsible for any acts and omissions in connection with the use of the Enterprise Service by its Authorized Users;
  - (c) must ensure that the Customer ends an Authorized User's right to access and use the Enterprise Service, if the Authorized User ceases its employment or other relationship with the Customer;
  - (d) must ensure that any and all Customer Data, in particular the Supplier Data or Data obtained or derived from other third parties, has been lawfully created or obtained and does not infringe any third party's right;

- (e) must notify Connecterra in writing if there are any changes to any of the Customer's contact details as set out above;
- (f) must ensure that its network and systems, including its internet browser and operating systems, comply with any relevant specifications provided by Connecterra in writing (including e-mail) from time to time;
- (g) is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems in order to access and use the Enterprise Service; and
- (h) must not do, or allow any Authorized Users or other persons to do, any of the following:
  - (i) access, store, distribute, or transmit any Virus through the Enterprise Service;
  - (ii) use the Enterprise Service to access, store, distribute, or transmit any material that is unlawful, harmful, threatening, defamatory, inflammatory, violent, obscene, infringing, harassing, or racially or ethnically offensive;
  - (iii) use the Enterprise Service in a manner that is illegal or causes damage or injury to any person or property;
  - (iv) use any automated system, including without limitation "robots", "spiders", or "offline readers", to access the Enterprise Service in a manner that sends more request messages to the Enterprise Service than a human can reasonably produce in the same period of time by using a conventional online web browser;
  - (v) attempt to interfere with or compromise the integrity or security of the Enterprise Service,

and Connecterra reserves the right, without liability or prejudice to its other rights under this agreement, to disable the Customer Account or access to all or any part of the Enterprise Service by any Authorized User, for any breach of any provision of this clause 5.1(g).

5.2 Connecterra may monitor the Customer's and Authorised Users' use of the Enterprise Service to ensure the quality of, and improve, the Enterprise Service, and verify the Customer's compliance with this agreement.

5.3 The Enterprise Service may contain links to, or call the servers of, third party websites, data or services that are not under Connecterra's control, solely at the direction of and/or as a convenience to the Customer ("**Third Party Sites**"). As such, Connecterra is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products, or services that are contained on or are accessible through, or the policies regarding use and privacy in respect of, Third Party

Sites. Access to and use of Third-Party Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at the Customer's risk.

## 6. **AUDIT**

6.1 Connecterra may, on reasonable notice to the Customer, during normal business hours, access the Customer's business premises in order to audit its use of the Enterprise Service and its compliance with this agreement.

6.2 The Customer will grant to Connecterra, or its agent or representative, all necessary access rights to the Customer's premises, records or to any computer hardware belonging to or under the control of the Customer to allow such audit to be carried out and shall furnish Connecterra, its agent or representative, with such information in respect of the use of the Enterprise Service as Connecterra may reasonably require.

6.3 If any audit pursuant to clause 6.1 or otherwise reveals any use of the Enterprise Service not in accordance with this agreement, without prejudice to any remedies Connecterra may have in respect of a breach by the Customer of its obligations under this agreement, the Customer shall, within 21 days of receipt of an invoice for the same, pay to Connecterra its reasonable fees and expenses incurred in carrying out the audit.

## 7. **IMPORTANT NOTE ON INTELLECTUAL PROPERTY RIGHTS**

7.1 Connecterra is the owner or licensee of all intellectual property rights in the Enterprise Service. These works are protected by copyright and other laws and treaties around the world. All such rights are reserved. Except as expressly set out in this agreement, Connecterra does not grant to the Customer any rights to or licenses in respect of the Enterprise Service.

7.2 The Customer will not, when using the Enterprise Service:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Enterprise Service in any form or media or by any means;
- (b) attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Enterprise Service;
- (c) access all or any part of the Enterprise Service in order to build a product or service which competes with the Enterprise Service, or use or attempt to use the Enterprise Service to directly compete with Connecterra; or
- (d) erase or remove any proprietary or intellectual property notice contained in the Enterprise Service.

7.3 Unless otherwise stated, Connecterra may use the Customer's name, logo, and related trademarks in any of Connecterra's publicity or marketing materials (whether in printed or

electronic form) for the purpose of highlighting that the Customer uses the Enterprise Service and alongside any testimonials that the Partner has agreed to give. The Customer grants Connecterra such rights as are necessary to use its name, logo, related trademarks and testimonials for the purpose of this clause 11.5.

## 8. DATA PROCESSING

- 8.1 The Customer grants Connecterra a non-exclusive license to access, download and use the Customer Data indefinitely for the purpose of:
- (a) providing the Enterprise Service to the Customer, including analyzing the Customer Data in accordance with the functionalities of the Enterprise Service;
  - (b) developing, testing, improving and altering the functionality of the Enterprise Service; and
  - (c) producing anonymised or anonymised and aggregated statistical reports and research.
- 8.2 The Customer represents and warrants to Connecterra that it has the necessary right, title, interest and consent, in each case as necessary to allow Connecterra to use the Customer Data in accordance with this agreement. The Customer shall maintain a backup of Customer Data and Connecterra shall not be responsible or liable for the deletion, correction, alteration, destruction, damage, loss, disclosure or failure to store any Customer Data. Connecterra shall not be obliged to recover corrupted or lost Customer Data.
- 8.3 The Customer will use reasonable efforts to provide feedback to Connecterra in relation to its use of the Enterprise Service as required by Connecterra from time to time. By submitting feedback, the Customer acknowledges that Connecterra may use and allow others to use this feedback in the Enterprise Service or otherwise without any restriction and without payment of any kind to the Customer.
- 8.4 Connecterra shall implement appropriate technical and organizational measures to secure the Customer Data against loss or against any form of unlawful sharing, taking account of the state of the art and the costs of implementation, considering the risks involved with the sharing of and the nature of the Data that is to be protected. Connecterra shall at no stage allow any third parties to download and store offline copies of any Customer Data or parts thereof.
- 8.5 Connecterra shall at all times maintain accurate and complete records of Customer Data that is shared with Customer Accounts as requested by The Customer; The Customer shall always have the ability to share and revoke sharing from such Customer Accounts.
- 8.6 A Customer or Supplier shall at all times be entitled to submit a request to Connecterra to remove, erase or destroy Customer Data respectively Supplier Data or any part thereof and Connecterra shall provide its best efforts to comply with such request.

8.7 Connecterra shall at all-time be entitled to remove, erase or destroy Customer Data respectively Supplier Data or any part thereof, or prevent a Customer from accessing such Data if necessary to comply with any legal obligation or in order to prevent any liability to third parties of limit the consequences thereof.

8.8 Connecterra shall not transfer any Supplier Data (including personal data, if any) to any third party without the written instructions or consent from the Supplier for said transfer, unless Connecterra is under a legal obligation to do so. In that case, prior to said transfer Connecterra shall notify the Supplier concerned, of the legal requirement.

## 9. **PERSONAL DATA PROTECTION**

9.1 To the extent that Connecterra processes any personal data on behalf of the Customer as a processor or sub processor as a result of hosting the Customer Data or otherwise as a result of the Customer's use of the Enterprise Service, it shall do so in accordance with the data processing annex in Annex 1 (the "DPA").

9.2 For the purpose of this clause 8 the terms "**controller**", "**processor**", "**data subject**", "**personal data**", and "**process**" shall have the same meaning as set out in Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

## 10. **CONFIDENTIAL INFORMATION**

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction, or by any regulatory or administrative body.

10.2 Each party shall hold the other party's Confidential Information in confidence and, unless required by law, shall not make the other party's Confidential Information available for use for any purpose other than as needed to perform the terms of this agreement.



10.3 Each party shall take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

10.4 Each party shall take a backup of its own Confidential Information and shall not be responsible to the other party for any loss, destruction, alteration, or disclosure of Confidential Information.

## 11. AVAILABILITY AND SUPPORT

11.1 Connecterra will use commercially reasonable endeavours to make the Enterprise Service available with an uptime rate of [99%], except for:

- (a) planned maintenance for which [24] hours' notice will be given; and
- (b) unscheduled maintenance during normal business hours (Netherlands time) or otherwise, for which Connecterra will use reasonable endeavours to give the Partner advance notice.

11.2 Connecterra will, as part of the Enterprise Service, use reasonable endeavours to provide a level of support (via telephone and e-mail) that is appropriate to the nature of any issues requiring support during normal working hours (Netherlands), and such support shall be provided entirely at Connecterra's option and discretion and at no additional charge to the Customer.

11.3 The Customer shall provide all support reasonably required by Connecterra to perform its obligations under this clause 10, including providing reasonably detailed descriptions of issues and updates on the performance of the Enterprise Service.

## 12. SUSPENSION AND TERMINATION

12.1 Without prejudice to any other rights and remedies available to Connecterra, Connecterra may terminate this agreement by notice with immediate effect, or such notice as Connecterra may in its sole discretion elect to give, if the Customer:

- (a) infringes Connecterra's intellectual property rights in the Enterprise Service;
- (b) is in breach of clause 7 or clause 9;
- (c) is in breach of any applicable law.

12.2 Without prejudice to any other rights and remedies available to Connecterra, Connecterra may immediately suspend the Customer Account (in whole or in part), any Authorized User accounts and any Authorized User's right to access and use the Enterprise Service without giving prior notice to the Partner, if:

- (a) the Partner is in material or persistent breach of any of the terms of this agreement;

- (b) in Connecterra's reasonable determination, the Customer is suspected of being in material breach of any of the terms of this agreement,

and for the purposes of this clause 11.2, the parties acknowledge that any breach of clause 7 or clause 9 will be a material breach of this agreement.

12.3 Without prejudice to any other rights and remedies available to it, either party may terminate this agreement at any time with immediate effect on giving notice in writing to the other party, if that other party:

- (a) is in material or persistent breach of any of the terms of this agreement and either that breach is incapable of remedy, or, if capable of remedy, the other party fails to remedy the breach within 30 days after receiving written notice requiring it to remedy the breach; or
- (b) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

12.4 On termination of this agreement for any reason:

- (a) all rights and licenses granted under this agreement shall immediately terminate and the Customers right to access and use, and grant Authorized Users the right to access and use the Enterprise Service will end;
- (b) each party shall return to the other party or (at the other party's request) destroy, and make no further use of, any Confidential Information (and all copies thereof) belonging to the other party (provided that each party may retain documents and materials containing Confidential Information to the extent required by law or any applicable governmental or regulatory authority).

12.5 Connecterra shall permit the Customer to download any Customer Data from Enterprise Service for a period of 14 days after the expiry or termination of this agreement. Connecterra may thereafter:

- (a) delete any Customer Data at any time;
- (b) retain Customer Data upon expiry or termination of this agreement in order to comply with applicable law, or as Connecterra may deem necessary to prosecute or defend any legal claim (in which case Connecterra may retain Customer Data for a reasonable period of time pending resolution of such obligation or issue),

in each case subject to the DPA.

12.6 Termination of this agreement for whatever reason shall not affect (a) the license granted to Connecterra pursuant to clause 8.1 and (b) any rights or remedies of the parties that have accrued up to the date of termination.

12.7 Any provision of this agreement that expressly or by implication is intended to come into force or continue in force on or after expiry or termination of this agreement shall survive and continue in full force and effect.

### 13. **LIMITED SERVICE WARRANTY**

13.1 Connecterra undertakes to make the Enterprise Service available as set out in clause 10.1, and the Customer's sole and exclusive remedy, and Connecterra's sole liability, with respect to any failure by Connecterra to provide the Enterprise Service in accordance with clause 10.1 is for Connecterra to use commercially reasonable efforts to repair the affected part of the Enterprise Service so that it is available in accordance with clause 10.1.

13.2 Other than as set out in clause 10.1, the Enterprise Service is provided on an "AS IS" basis and Connecterra gives no representations, warranties, conditions or other terms of any kind in respect of the Enterprise Service, whether express or implied, including (but not limited to) warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement.

13.3 Except as expressly provided for in this agreement:

(a) all representations, warranties, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement; and

(b) Connecterra will not be responsible for any interruptions, delays, failures, or non-availability affecting the Enterprise Service or the performance of the Enterprise Service which are caused by third party services (including Third Party Sites), errors or bugs in third party software, hardware, or the Internet on which Connecterra relies to provide the Enterprise Service, or any changes to the Enterprise Service made by or on behalf of the Customer, and the Customer acknowledges that Connecterra does not control such third party services and that such errors and bugs are inherent in the use of such software, hardware and the Internet.

### 14. **CONNECTERRA'S LIABILITY**

14.1 Subject to clause 13.2, Connecterra will not be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss arising under or in connection with this agreement in conditions that fall into any of the following categories: loss (whether direct or indirect) of profit, goodwill, business, business opportunity, revenue, turnover or reputation; loss (whether direct or indirect) of anticipated saving or wasted expenditure; loss of or damage to data; or any special, indirect or consequential damage or loss, costs or expenses.

14.2 Nothing in this agreement excludes or limits Connecterra's liability for death or personal injury caused by Connecterra's negligence, or for fraud or fraudulent misrepresentation.

14.3 Connecterra's total liability in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, arising under or in connection with this agreement shall in all circumstances be limited to the Service Fees payable by the Customer in respect of the 3 months prior to the event giving rise to the claim.

## 15. **CHANGES TO THE CONNECTERRA SERVICE**

The Customer recognizes that Connecterra is always innovating and finding ways to improve the Enterprise Service with new features and services. The Customer therefore agrees that the Enterprise Service may change from time to time and no warranty, representation or other commitment is given in relation to the continuity of any functionality of the Enterprise Service.

## 16. **GENERAL**

### 16.1 **Written communications**

Applicable laws may require that some of the information or communications that Connecterra sends to the Customer should be in writing. When using the Enterprise Service, the Customer accepts that communication with Connecterra will mainly be electronic. Connecterra will contact the Customer by e-mail or provide the Customer with information by posting notices on the Enterprise Service. For contractual purposes, the Customer agrees to this electronic means of communication and the Customer acknowledges that all contracts, notices, information and other communications that Connecterra provides to the Customer electronically comply with any legal requirement that such communications be in writing.

### 16.2 **Notices**

All notices given by the Customer to Connecterra must be sent by email to support@connecterra.io. Connecterra may give notice to the Customer at either the e-mail or postal address the Customer provides to Connecterra, or any other way that Connecterra deems appropriate. Notice will be deemed received and properly served immediately when posted on the Enterprise Service or 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

### 16.3 **Transfer of any rights and obligations**

The Customer may not transfer, assign, charge or otherwise deal in this agreement, or any of the Customer's rights or obligations arising under this agreement, without Connecterra's prior written consent.

#### **16.4 Events outside a party's control**

Neither party shall be liable to the other party for any delay or non-performance of any of its obligations under this agreement arising from any cause beyond its control including, without limitation, any of the following: telecommunications failure, Internet failure, act of God, act of a third party unless an approved sub-contractor of Connecterra, governmental act, war, fire, flood, explosion, or civil commotion. Notwithstanding the foregoing, nothing in this clause shall excuse the Customer from any payment obligation under this agreement.

#### **16.5 Third party rights**

Other than as expressly stated in this agreement, a person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

#### **16.6 Waiver**

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

#### **16.7 Severability**

If any provision of this agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions of this agreement shall not be prejudiced.

#### **16.8 Law and jurisdiction**

This Agreement shall be governed by, and construed in accordance with, English law, and each party hereby submits to the exclusive jurisdiction of the courts of England.