

## Verax™ SaaS Terms and Conditions

These Verax™ SaaS Terms and Conditions are between **DSM Nutritional Products AG**, Wurmisweg 576, CH-4303 Kaiseraugst, Switzerland or its respective Affiliate (“**ANH**”) and **Customer, each a “Party”, collectively the “Parties”**. ANH has developed Verax™, an intelligent animal nutrition and health platform that turns biological and operational data into clear, actionable insights, to improve animal welfare, sustainability and profitability of animal agriculture. Customer wishes to use Verax™ in its internal business operations. ANH has agreed to provide, and the Customer has agreed to take and pay for access to Verax™, subject to the Verax™ Form and these Verax™ SaaS Terms and Conditions (collectively “**Agreement**”).

### 1. Definitions

**Affiliate:** any corporation or entity which directly, or indirectly controls or is controlled by, or is under common control with a Party. An entity shall be deemed to “control” another entity if it has the power to direct or cause the direction of the management or policies of the other entity, whether through ownership of fifty per cent (50%) or more of the outstanding capital or otherwise.

**Authorized Users:** those employees of the Customer who are authorized by the Customer to use the Software.

**Blood Analysis Data:** data collected by ANH through the Services on ANH’s proprietary Verax™ blood analysis machines.

**Business Day:** a day other than a Saturday, Sunday or public holiday in Switzerland when banks in Basel-City, Switzerland are open for business.

**Change of Control:** the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be interpreted accordingly.

**Confidential Information:** any information shared between the Parties for the purpose of the provision of the Software and as further detailed in clause 9 which is proprietary or confidential to a Party or, where Customer is an advisor and/or consultant, to the Clients.

**Clients:** clients of Customer where Customer is an advisor and/or consultant.

**Data:** the data that is either inputted by the Customer, Authorized Users or by ANH on behalf of the Customer for the purpose of using the Software or facilitating the Customer’s use of the Software, including information on Customer’s or, where Customer is an advisor and/or consultant, the Client’s feed and animal production system such as and not limited to feed ingredients and formulation, number of animals, location of farms, facilities used and productivity indexes, such as feed conversion rates, mortality, and weight gain, as well as other metric numbers related to animal production and its potential environmental impacts. For the avoidance of doubt, Data does not extend to Blood Analysis Data.

**Effective Date:** as stated in the Verax™ Form.

**Heightened Cybersecurity Requirements:** any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national

standards, and sanctions, which are applicable to either the Customer or an Authorized User relating to security of network and information systems and security breach and incident reporting requirements.

**Normal Business Hours:** 8.00 am to 6.00 pm local Swiss time, each Business Day.

**Renewal Period:** the period described in clause 12.1.

**Representatives:** in relation to a Party, its employees, officers, contractors, subcontractors, representatives and advisers.

**Results:** all results related to information generated by the Software and that are based on the Data, including modifications, improvements, upgrades, derivative works and feedback on the Data.

**Services:** means provision of onsite and/or remote sampling, analysis and reporting services through ANH, using the Software; this includes (i) the collection of biological samples, (ii) data capture and analysis through the Software, (iii) the presentation of Results and conclusions to the Customer.

**Services Information:** data and information which has resided within or is provided by the Software or through the Services before the Data is supplied to the Software or regardless of the supply of the Data to the Software, as well as data and information in user guides, online help, release notes, training materials and other documentation provided or made available by ANH to Customer regarding the use or operation of the Software.

**Service Term:** the term of this Agreement as set out in the Verax™ Form.

**Software:** the Verax™ online software application used to provide the Services.

**Service Fee:** the fees payable by the Customer to ANH, as set out in the Verax™ Form.

**Virus:** 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.

**Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term

**Vulnerabilities** shall be interpreted accordingly.

### 2. Software Access

2.1 Subject to Customer entering into this Agreement and the restrictions set out in this clause 2, ANH hereby grants to Customer a non-exclusive, non-transferable, revocable right to permit only the Authorized Users to access and use the Software during the Service Term, solely for Customer’s or, where Customer is an advisor and/or consultant, for the Client’s internal business operations. Customer acknowledges that ANH has no

obligation and will not deliver to Customer copies of Software.

- 2.2 Where Customer is an advisor and/or consultant, Customer may purchase additional access rights for its Clients, in which case ANH grants the Clients a non-exclusive, non-transferable, revocable right to a view-only and/or user access to the Software.
- 2.3 In relation to the Authorized Users, the Customer undertakes that:
- it will not allow or suffer any access to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Software; and
  - each Authorized User shall keep a secure password for their use of the Software, that such password shall be changed no less frequently than once each half year and that each Authorized User shall keep their password confidential;

The Customer shall not, and the Customer shall render the Authorized Users not to, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Software that is unlawful or harmful, facilitates illegal activity; or is otherwise illegal or causes damage or injury to any person or property and ANH reserves the right, without liability or prejudice to its other rights to the Customer, to immediately disable the Customer's access to any material that breaches the provisions of this clause, or to immediately disable the Customer's access to or use of the Software where the Customer breaches the provisions of this clause.

- 2.4 Customer shall not, and Customer shall render Authorized Users not to:
- except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software Information in any form or media or by any means or (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  - access all or any part of the Software in order to build a product or service which competes with the Software or Services; or
  - subject to clause 13.7, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party (save for the exemptions detailed in clause 2.5), or
  - attempt to obtain, or assist third parties in obtaining, access to the Software or Services Information, other than as provided under this clause 2; or
  - introduce or permit the introduction of, any Virus or Vulnerability into ANH's network and information systems;
- and ANH reserves the right, without liability or prejudice to its other rights to the Customer, to immediately disable the Customer's access to or use of the Software where the Customer breaches the provisions of this clause.

2.5 Notwithstanding clause 2.4 above, where Customer is an advisor and/or consultant, Customer shall be allowed to (i) use the Software to provide services to Clients, (ii) make available the Results to Clients and (iii) subject to clause 2.2 make available the Software to the Clients.

2.6 The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software and the Services Information, and, in the event of any such unauthorized access or use, promptly notify ANH.

2.7 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

### 3. Software

3.1 ANH shall use commercially reasonable endeavors to make the Software available 24 (twenty-four) hours a day, 7 (seven) days a week, except for planned maintenance and unscheduled maintenance performed outside Normal Business Hours, provided that ANH has used reasonable endeavors to give the Customer at least six (6) Normal Business Hours' notice in advance.

3.2 ANH will, as part of the Software access and at no additional cost to the Customer, provide the Customer with ANH's standard customer support services during Normal Business Hours.

### 4. Data and Blood Analysis Data

4.1 Data will be used by ANH in an anonymized format to develop industry and species benchmarks and databases, abstracts, reports or other descriptions to bring further system functionality to the Customer and aid Customer insights. For this purpose, Customer hereby grants to ANH, its services providers, and subcontractors, a non-exclusive, worldwide, royalty-free, perpetual right and license to copy, store, display, transmit, use and analyze anonymized Data.

4.2 Notwithstanding clause 12.3(c), ANH shall be entitled to use the Data for the purposes of clause 4 after expiration or termination of the Service Term.

4.3 Blood Analysis Data will be provided to Customer for the purpose of the Services.

### 5. ANH's obligations

5.1 ANH undertakes that the provision of the Software will be performed substantially in accordance with the Agreement and with reasonable skill and care.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to ANH's instructions, or modification or alteration of the Software by any party other than ANH or ANH's duly authorized contractors or agents. If the Software does not conform with the foregoing undertaking, ANH will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1.

5.3 ANH:  
(a) does not warrant that:

- (i) the Customer's use of the Software will be uninterrupted or error-free;
  - (ii) that the Software and/or the information obtained by the Customer through the Services and/or Software will meet the Customer's requirements;
  - (iii) the Software will be free from Vulnerabilities or Viruses; and
  - (iv) the Software will comply with any Heightened Cybersecurity Requirements.
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.4 ANH warrants only that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

## 6. Customer's obligations

- 6.1 The Customer shall:
- (a) provide ANH with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by ANH in order to provide the Software, including but not limited to Data, security access information and configuration services;
  - (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
  - (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, ANH may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - (d) ensure that the Authorized Users use the Software in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's breach of this Agreement;
  - (e) obtain and shall maintain all necessary licenses, consents, and permissions necessary for ANH, its contractors and agents to perform their obligations under this Agreement;
  - (f) ensure that its network and systems comply with the relevant specifications provided by ANH from time to time; and
  - (g) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to ANH's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 6.2 Without prejudice to clause 0, the Customer or, where Customer is an advisor and/or consultant, the Client shall own all right, title and interest in and to all of the Data that is not personal data and shall have sole

responsibility for the legality, reliability, integrity, accuracy and quality of all such Data.

## 7. Charges and payment

- 7.1 The Customer shall pay the Service Fee to ANH in accordance with this clause 7 and the In-Kind Payment Schedule (if applicable, and as agreed between the parties in the Verax™ Form).
- 7.2 The Customer shall on the Effective Date provide to ANH valid, up-to-date billing details and ANH shall invoice the Customer the Service Fee payable in respect of the Service Term, and the Customer shall pay each invoice within 30 (thirty) days after the date of such invoice.
- 7.3 If ANH has not received payment within 45 (forty-five) days after the due date, and without prejudice to any other rights and remedies of ANH:
- (a) ANH may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Software and ANH shall be under no obligation to provide any or all of the Software while the invoice(s) concerned remain unpaid; and
  - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 9 % (nine percent) over the then current base lending rate of the European Central Bank, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.4 All amounts and fees stated or referred to in this Agreement (i) shall be payable in Euro, (ii) are non-cancellable and non-refundable, and (iii) are exclusive of value added tax, which shall be added to ANH's invoice(s) at the appropriate rate (if applicable).

## 8. Proprietary rights

The Customer acknowledges and agrees that ANH and/or its licensors own and retain all right, title and interest in and to the Software, the Services Information and the Blood Analysis Data. The Results and information generated by the Software shall be owned by Customer or, where Customer is an advisor and/or consultant, the Client. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), logos, symbols, or any other rights or licenses in respect of the Software or the Services Information.

## 9. Confidentiality

- 9.1 During the term of this Agreement and for five (5) years thereafter, either Party agrees neither to disclose to any third party, nor to include in any publication, nor to use for any other purposes other than for the purposes of this Agreement without the prior written consent of the other Party, any information (scientific or business) including, without limitation, data, know-how or materials, disclosed by or on behalf of the other Party in connection with this Agreement. The restrictions in this Section shall not apply to Confidential Information that, as the receiving Party can demonstrate by competent proof, (i) was known to the receiving Party prior to receipt hereunder as demonstrated in written records; or (ii) at the time of disclosure to the receiving Party was generally available to the public, or which after disclosure hereunder becomes generally available to the public through no fault of the receiving Party; or (iii) is hereafter made available to the receiving Party from any

third party having a right to do so on a non-confidential basis; (iv) is developed by the receiving Party independently from the Confidential Information received, or (iv) is required by law, regulation, subpoena, government order or judicial order to be disclosed, provided the receiving Party shall promptly notify the disclosing Party upon such request for disclosure and prior to such disclosure permit the disclosing Party to oppose the same by appropriate legal action.

- 9.2 The receiving Party undertakes to disclose Confidential Information only to those of its Affiliates and Affiliates' employees, Representatives who need to know the Confidential Information for the performance of this Agreement and ensures that its Representatives will treat the Confidential Information as if they were a party to this Agreement.

#### 10. Indemnity

The Customer shall defend, indemnify and hold harmless ANH against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Software and/or the Results and, provided that:

- (a) the Customer is given prompt notice of any such claim;
- (b) ANH provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

#### 11. Limitation of liability

- 11.1 Except as expressly and specifically provided in this Agreement:

- (a) the Customer assumes sole responsibility for Results obtained from the use of the Software by the Customer, and for conclusions drawn from such use of the Results. ANH shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to ANH by the Customer in connection with the Software, or any actions taken by ANH at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- (c) the Software is provided to the Customer on an "as is" basis.

- 11.2 Nothing in this Agreement excludes the liability of ANH (i) for death or personal injury caused by ANH's negligence; or (ii) for fraud or fraudulent misrepresentation.

- 11.3 Subject to clause 11.1 and clause 11.2:

- (a) ANH shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

- (b) ANH's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Service Fee paid during the 12 months immediately preceding the date on which the claim arose.

- 11.4 Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of ANH's intellectual property rights.

#### 12. Term and termination

- 12.1 This Agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall continue for the Service Term and, thereafter, shall automatically terminate.

- 12.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 (thirty) days after being notified in writing to make such payment;
- (b) the other Party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 90 (ninety) days after being notified in writing to do so;
- (c) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of applicable insolvency acts;
- (d) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (f) there is a Change of Control of the other Party.

- 12.3 On termination of this Agreement for any reason:

- (a) without prejudice to clause 0, all licenses granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Software;
- (b) each Party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other Party;
- (c) upon Customer's request, ANH may destroy or otherwise dispose of any of the Data in its possession; and
- (d) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

**13. Miscellaneous**

- 13.1 **Force majeure.** Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.
- 13.2 **Data Protection.** Any personal data which is processed under this Agreement shall be treated in accordance with the provisions of the General Data Protection Regulation of the European Union. Parties shall be transparent regarding their respective responsibilities as processor, controller or a combination of both for the processing of such personal data.
- 13.3 **Conflict.** If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.
- 13.4 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 **Rights and remedies.** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 13.6 **Entire Agreement, Severance and Amendments.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all documents or verbal consents or understandings (if any) given or made between the Parties relating to the subject matter hereof. If (a) provision(s) of the Agreement is/are or become(s) ineffective or invalid for whatever reason, the other provisions of this Agreement will not be

affected hereby, and the Parties shall replace the ineffective or invalid provision(s) by a provision of similar import which reflects as closely as possible the intent of the original clause. None of the terms hereof, including this clause, may be amended or modified except by an instrument in writing signed by authorized representatives of the Parties hereto. The enclosures and recitals form part of this Agreement and will have effect as if set out in full in the body of this Agreement, and any reference to this Agreement includes the enclosures and recitals.

- 13.7 **Assignment.** This Agreement shall not be assignable without the prior written consent of the other Party, except that ANH shall be entitled to assign the Agreement or any rights and obligations thereof to any of its Affiliates or to a company taking over all or substantially all of its businesses.
- 13.8 **No partnership or agency.** Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 13.9 **Notices.** Any notices given pursuant to this Agreement shall be deemed to be duly given when in writing and delivered personally, mailed by registered mail or courier service to the Party to whom notice is to be given.
- 13.10 **Governing law and Venue.** The Agreement shall be governed by the laws of Switzerland, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute regarding the Agreement which the Parties are unable to amicably resolve shall be exclusively submitted to the competent courts of Basel City, without restricting any rights of appeal.