

CATTLEEYE

End User Licence Agreement

PLEASE READ CAREFULLY BEFORE USING THE SOFTWARE AND THE IMAGES

This end-user licence agreement (**EULA**) is a legal agreement between you (**End-user** or **you**) and CATTLEEYE LTD a Northern Ireland registered company (number NI658639) whose main place of business is at the Innovation Centre, Queens Road, Belfast, BT3 9DT¹ (“**CattleEye**”, “**we**” or “**us**”); for the express purposes and permissions below:

- The Software - The CattleEye web-based application services currently comprise a SaaS product built upon a proprietary algorithm which uses advanced Artificial Intelligence and video analytics to deliver hardware independent autonomous livestock monitoring system (“**Software**”).
- The Documents - Any documents such as frequently asked questions or installation guides provided by us to you or your farm or employer in connection with the Software (the **Documents**)
- The App - Any application for the Software in existence or developed in future and designed to work with a smartphone, PC or Tablet computer or be integrated into related farm management systems (**App**).

This EULA is supplemental to the commercial agreements in place between us and our customers (farms) (a **Commercial Licence**) whereby you have been authorised to use the Software and the Documents by that organisation (known hereafter as a “**Commercial Licensee**”). CattleEye licenses its Software to your Commercial Licensee who would like you and other users, farm staff, participants, advisers, agents, contractors, sub-contractors and other stakeholders of your Commercial Licensee to participate by using the video footage which generates analytics and insights at the heart of the Cattle Eye Software.

Your use of the Software and Documents shall be subject always to the terms of this EULA, and to the terms of the Commercial Licence, including your being, at all relevant times, a valid “End User” within the meaning of the Commercial Licence. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times and to the fullest extent possible we remain full and irrevocable licensee over the video footage captured for the purposes set out in our privacy policy which include essential training and enhancing and developing cutting edge artificial intelligence models.

IMPORTANT NOTICE:

- **ACCEPTANCE OF THIS EULA:** By clicking on the “Accept” button OR by signing and dating the execution block at the end of this EULA you agree to the terms of this EULA which will bind you. The terms of this EULA include, in particular, the privacy and cookie policy available on the Cattle Eye website <https://cattleeye.com/>, the limitations on liability in condition 6 and the third party licence terms in condition 11. If you do not agree to the terms of this licence, we will not license the Software and Documents to you and you must not click “Accept” or proceed to use the Software.
- **CHARGES FOR USE OF SOFTWARE:** You will **not be charged** for accessing or using the Software or the Documents. However, your access to and use of the Software and the Documents will be subject always to that access and use taking place in accordance

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with the terms and conditions of the Commercial Licence, including the payment of any fees by the Commercial Licensee. We reserve the right to suspend your licence and access to the Software and Documents at any time should the Commercial Licensee fail to comply with any provision of the Commercial Licence (i.e. such as payment within the times and deadlines stipulated in such Commercial Licence or an invoice).

You should print a copy of this EULA for future reference.

AGREED TERMS AND CONDITIONS

ACKNOWLEDGEMENTS

- 1.1 The terms of this EULA apply to the Software, the App and the Documents, and any of the services accessible through your organisation’s Commercial Licence (**Services**), including any updates or supplements to the Software or any Service. If any open-source software is included in the Software or any Service, the terms of an open-source licence may override some of the terms of this EULA.
- 1.2 We may change these terms at any time by notifying you or your Commercial Licensee of a change when you next start to use the Software. The version of this EULA then in force will apply, and may be displayed on-screen and you may be required to read and accept it to continue your use of the Services.
- 1.3 You hereby agree and confirm you have obtained permission from the owners of any mobile or handheld devices or computer equipment on which the Software or App may be used (**Devices**), to download a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.
- 1.4 The terms of our privacy and cookie policy from time to time (**Privacy Policy**), are incorporated into this EULA by reference and apply to any of your data which we may process as part of your use of the Software and Services. Additionally, by using the Software or any Service, you explicitly consent to the processing of personal data (including the transfer of certain data beyond the UK and European Economic Area, e.g. to partners in the USA) as a fully integral part of the service. You further acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Software or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.5 If you come into contact with or are required to process in any way any personal data or special category data of human beings (discounting the health, lameness, genetic or biometric data of cattle) through the Software or the Services you will seek out and comply with your own organisation’s rules and instructions for processing, accessing and handling of such data sets.
- 1.6 By using the Software or any of the Services, you consent to us collecting and using technical and personal information about you, your Devices, your usage, related software, hardware and peripherals for Services that are internet-based or wireless to improve our products, deliver on our commitments and to provide any Services to you.
- 1.7 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

¹ Registered office at 7 Bladon Drive, Belfast, Antrim, UK BT9 5JL

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2. GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a revocable, non-transferable, non-sub-licensable and non-exclusive licence to use the Software and any other CattleEye product or application which forms part of your subscription by the Commercial Licensee, subject to these terms. We reserve all other rights.
- 2.2 You may: (a) access and use the applicable Software to collaborate with colleagues and other participants and otherwise make use of any of the functionality offered by CattleEye through the Software (including that contemplated within the Documents) for the benefit of the Commercial Licensee and otherwise for its functionally contemplated purposes only; and (b) access and use the Documents for the benefit of the Commercial Licensee and otherwise for purposes of using the Software in accordance with condition 2.2 only.

3. LICENCE RESTRICTIONS

- 3.1 Except as expressly set out in this EULA or as permitted by any local law, **YOU AGREE:** (a) not to copy the Software or Documents, except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security; (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents; (c) not to make alterations to, or modifications of, the whole or any part of the Software, or permit the Software or any part of it to be combined with, or become incorporated in, any other programs, with the sole exception of any API approved and released by us; (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software programme (e) not to provide or otherwise make available the Software in whole or in part in any form to any person without prior written consent from us; and (f) to comply with all technology control or export laws and regulations that apply to the technology used or supported by any Service (**Technology**), together **Licence Restrictions**.

4. ACCEPTABLE USE RESTRICTIONS

- 4.1 You must: (a) not use the Software or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA or the Commercial Licence, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Software, any Service or any operating system; (b) not use the Software or the Documents where you cease to be an "End User" for the purposes of the Commercial Licence; (c) not infringe our intellectual property rights or those of any third party in relation to your use of the Software or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA); (d) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Software or any Service; (e) not use the Software or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security (or those of our third party suppliers, distributors or licensors) or interfere with other users; and (f) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 You acknowledge that all intellectual property rights in the Cattle Eye databases, Software, the Documents and the Technology anywhere in the world belong to us or our licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.
- 5.2 You acknowledge that you have no right to have access to the Software in source-code form.

6. LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 6.1 **You acknowledge that the Software is only intended to permit you and other "End Users" of the Commercial Licensee to access the video footage (and other raw data) recorded by the hardware and then to benefit from the insights generated by the Cattle Eye Software and platform (with respect to behaviours, health lameness).** Therefore you acknowledge and agree that it is your, and the Commercial Licensee's responsibility, to ensure that the facilities and functions of the CattleEye products which you and other "End Users" utilise meets the Commercial Licensee's requirements, and that the Software, as we have described it in the Documents and in the Commercial Licence, is capable of providing and enabling such a solution. In particular, we do not guarantee that the Software or the Services are compliant with any regulatory or legal requirements to which you or the Commercial Licensee may be subject, or which may be in any way relevant to the purposes for the Software may be used, including those integrated into the Commercial Licensee's farm and data management systems (which may or may not interface appropriately with Cattle Eye's products, hardware, raw data or enhanced data).
- 6.2 You agree to indemnify and hold us harmless from and against any claim arising in respect of your use of the Software, however arising, save where such claim arises as a direct result of our breach of the terms of this EULA.
- 6.3 We only supply the Software and Documents to the Commercial Licensee, for your and any other "End Users" use, and you agree not to use the Software and Documents for any resale, distribution or copying purposes. To the extent permitted by law, we shall have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, loss of data, data breach or any special, indirect or consequential loss howsoever arising.
- 6.4 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence up to the limit specified in condition 6.5, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the EULA.
- 6.5 Our maximum aggregate liability under or in connection with this EULA (including in respect of your use of the Software or any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to amounts actually paid by the Commercial Licensee to us under the Commercial Licence in the 12 month period immediately preceding the date of the relevant claim.
- 6.6 Nothing in this EULA shall limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by English law.

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7. TERMINATION

- 7.1 We may terminate this EULA immediately by written notice to you: (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 10 days after the service of written notice requiring you to do so; or (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions in clause 4.
- 7.2 We may also terminate this EULA for convenience (for no breach or fault by any party) by giving you 30 days' notice of such termination.
- 7.3 This EULA shall terminate automatically upon the termination or expiry of the Commercial Licence for any reason and you shall have no claim or complaint against us for any cessation of your access rights to any part of the raw data, enhanced data, Services Software or Documentation.
- 7.4 On termination or expiry of this EULA for any reason: (a) all rights granted to you under this EULA shall cease; and (b) you must immediately cease all activities authorised by this EULA, including your use of any Services, and your retention of any data taken from the CattleEye platform, or hardware or App – including any screen shots, Jpegs or tools, dashboards or data which properly belongs to CattleEye or the Commercial Licensee (but not you).

8. COMMUNICATION BETWEEN US

- 8.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail at support@CattleEye.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 8.2 If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us or which your Commercial Licensee has for you (Which will be deemed sent when issued to the Commercial Licensee) when you request, register or access the Software or our platform.

9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including outages or failure of any telecommunications networks or utilities services (**Event Outside Our Control**).
- 9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA: (a) our obligations under this EULA will be suspended and the time for

performance of our obligations will be extended for the duration of the Event Outside Our Control; and (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

10. OTHER IMPORTANT TERMS

- 10.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or the new organisation's obligations under this EULA.
- 10.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 10.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.5 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

11. THIRD PARTY LICENCE TERMS & THEIR RIGHTS

- 11.1 Our Software and platform utilises third party distributors and service providers – some of whom may provide first-line or second-line support services to you. Accordingly, all limitations of liability given by us or any indemnity or warranty given by you shall apply to the fullest extent permitted under law and for the avoidance of doubt the Contracts (Rights of Third Parties) Act 1999 shall apply to such distributors and third parties (Which shall include (Genus Breeding Limited)).

This agreement has been executed on the date you click "Accept" to signify that you have read and accept this EULA, and that you agree to be bound by it with respect to your use of the Software, Services and the Documents. Alternatively, we may collect a printed and dated copy of this EULA by completing the execution block below.